

DEC 10 2009

AGREEMENT

LANCASTER COUNTY

THIS AGREEMENT is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City," and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, pursuant to *Neb. Rev. Stat.* §15-229, the City has the authority to acquire, either temporarily or permanently, lands, real or personal property or any interests therein, or any easements deemed to be necessary or desirable for any present or future necessary or authorized public purpose within or without the city by gift, agreement, purchase, condemnation, or otherwise; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City agree that it is mutually beneficial for the widening and reconstruction of South 98<sup>th</sup> Street which is more particularly described as South 98<sup>th</sup> Street from Yankee Hill Road to Pine Lake Road; and

WHEREAS, a portion of the proposed construction is located within the County and the City seeks the approval of the County to proceed with construction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described paving project, estimated to be the Fall of 2010. The City's responsibility for maintenance as described below shall survive termination of this Agreement or expiration of this Agreement.

2) Purpose. The purpose of this Agreement is to provide for the widening and reconstruction of the South 98<sup>th</sup> Street project, including the acquisition of needed right-of-way, and the establishment of maintenance responsibilities thereafter. The project lies partially outside the City limits of the City of Lincoln.

3) Responsibilities. The County will have the following duties and responsibilities:

- A. The County shall give permission to the City for the widening, including the acquisition of any needed right-of-way, and reconstruction work diagramed in Attachment "A", which is attached hereto and incorporated by this reference.
- B. The County will contribute a fixed lump sum amount of \$45,000.00 towards this project. The City shall bill the County after completion of the paving.
- C. The county will continue to maintain that portion of South 98<sup>th</sup> Street outside the City limits of Lincoln after construction with the exception of the storm sewer described below.

The City will have the following responsibilities:

- A. The City shall be responsible for the cost of widening, including the acquisition of any needed right-of-way, and reconstruction work which is described herein and diagramed in Attachment "A" with the exception of the County contribution described above. Needed right-of-way may be acquired by the City through condemnation if necessary.
- B. The City is responsible for ensuring that the paving and construction work is completed as described herein and diagramed in Attachment "A". Grading and cross-drainage will be performed in the fall of 2009 with the paving and storm sewer to be performed in the summer of 2010.
- C. The City shall be responsible for all maintenance of all new storm sewer diagramed in Attachment "A" along South 98<sup>th</sup> Street. This responsibility shall survive the termination of this Agreement or expiration of this Agreement.
- D. Title - All land acquired for right-of-way pursuant to this agreement shall be held in the name of the County for public right-of-way, until annexed by the City.

4) Consideration. The County gives the City permission for the widening, including acquisition of needed right-of-way by the City through condemnation if necessary, and reconstruction work described herein. The City shall be responsible for all of the cost of the widening, including acquisition of needed right-or-way, and reconstruction work described herein with the exception of the County contribution described above. The City shall also be responsible for maintenance as described above.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement. It is expressly understood and agreed to by the parties that the City may subcontract the paving and construction services outlined herein.

7) Construction Area Control. To the extent permitted by law, the County relinquishes control of the construction area to the City and its Contractors during the period of construction. The design, construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the City. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices and the 2007 English Edition of the Standard Specifications of Highway Construction, of the State of Nebraska. To the extent permitted by law, the City expressly accepts control of the construction area, such control shall include, but not be limited to, barricades, road crossings, construction equipment and any obstacles created during construction of the project.

8) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

9) Subcontractors. The City agrees to require any contractors or subcontractors, providing services under this agreement, to indemnify and hold the County harmless to the same extent and as provided in Section 8, of this Agreement.

10) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

12) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

13) The City further agrees that it shall require its contractors and subcontractors, providing services under this Agreement, to agree to the following clause by including it in its subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the City or the County or to any benefits made to City or County employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

14) The City shall require any contractors and subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all City contracts, as provided in Attachment "B" attached hereto and incorporated by this reference.

The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant to Attachment "B" and has provided the City and the County with a Certificate of Insurance showing the specific limits of insurance required by Attachment "B" and showing the City of Lincoln and Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the City of Lincoln and Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

15) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this 15<sup>th</sup> day of December, 2009, by Lancaster County, Nebraska.

Lancaster County Board of Commissioners

APPROVED AS TO FORM:

This 15 day of December, 2009.

[Signature]  
Deputy County Attorney  
for GARY E. LACEY  
County Attorney

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Lincoln, Nebraska.

City of Lincoln

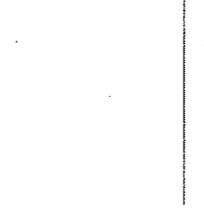
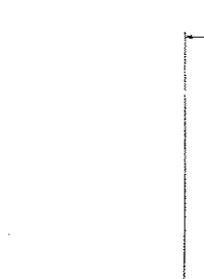
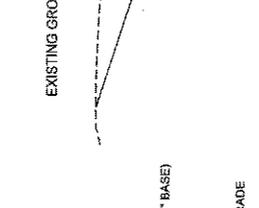
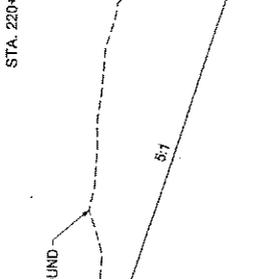
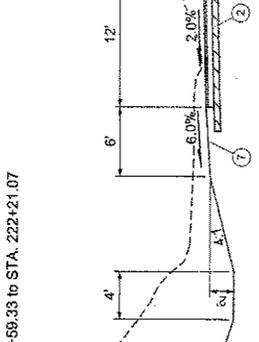
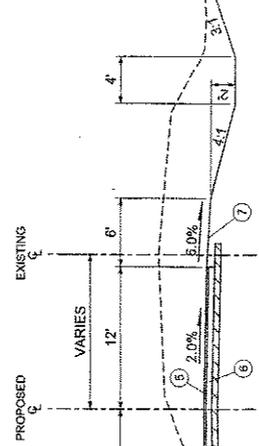
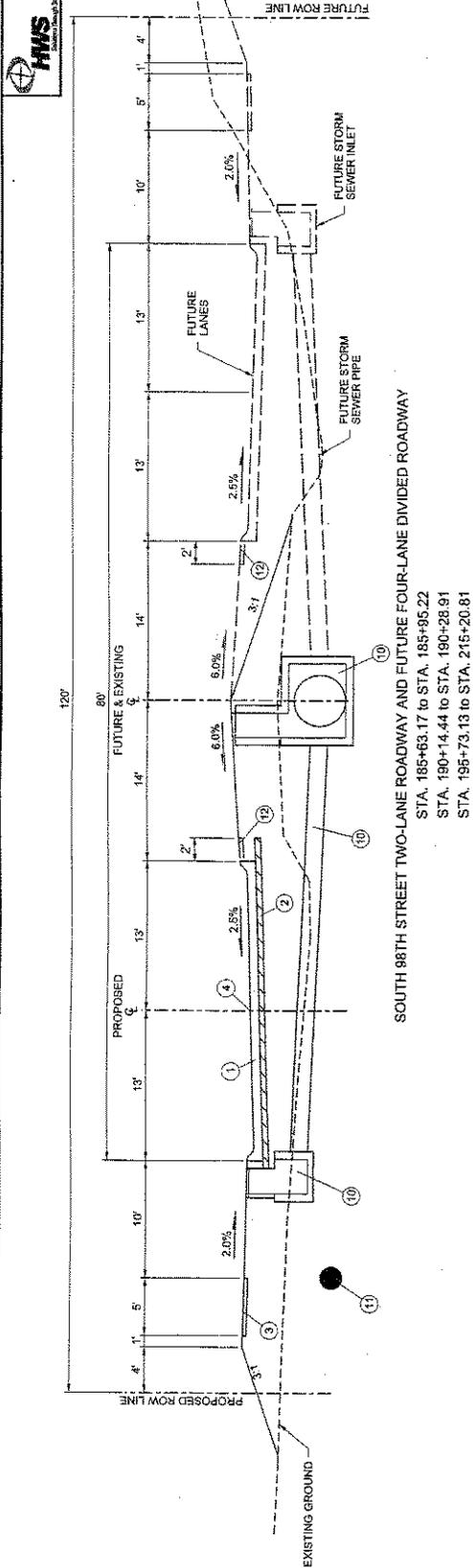
By: \_\_\_\_\_  
Mayor Chris Beutler

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney  
RODNEY M. CONFER

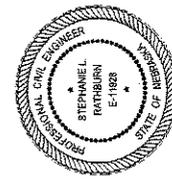
**HMS**  
 CITY OF MOBILE  
 1114 1/2 ST.  
 MOBILE, AL 36688  
 PROJECT NO. SHEET NO. 33-PU, NUMBER-33  
 DATE: 11/14/11  
 DRAWN BY: J. B. MANN  
 CHECKED BY: J. B. MANN  
 APPROVED BY: J. B. MANN



- LEGEND**
- 1 PCC PAVEMENT W/ INTEGRAL CURB, 6"
  - 2 SUBGRADE PREPARATION, 6"
  - 3 CONCRETE SIDEWALK, 4"
  - 4 PROFILE GRADE POINT
  - 5 AC SURFACE COURSE, FOR ARTERIALS, 2"
  - 6 ASPHALTIC CONCRETE PAVEMENT, CLASS 2 (6" BASE)
  - 7 EARTH SHOULDER
  - 8 1" GRAVEL SURFACE COURSE
  - 9 3" CRUSHED ROCK MIXED W/ TOP 6" OF SUBGRADE
  - 10 STORM SEWER
  - 11 24" WATER MAIN (PROJECT 803501)
  - 12 FUTURE MOW STRIP

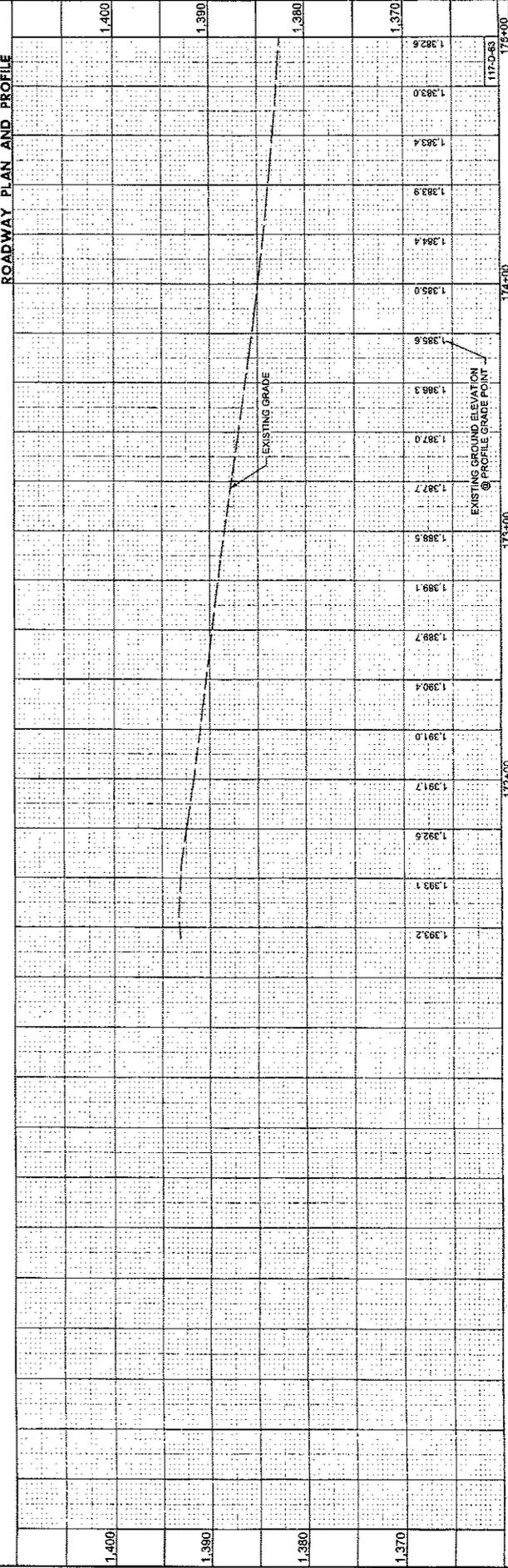
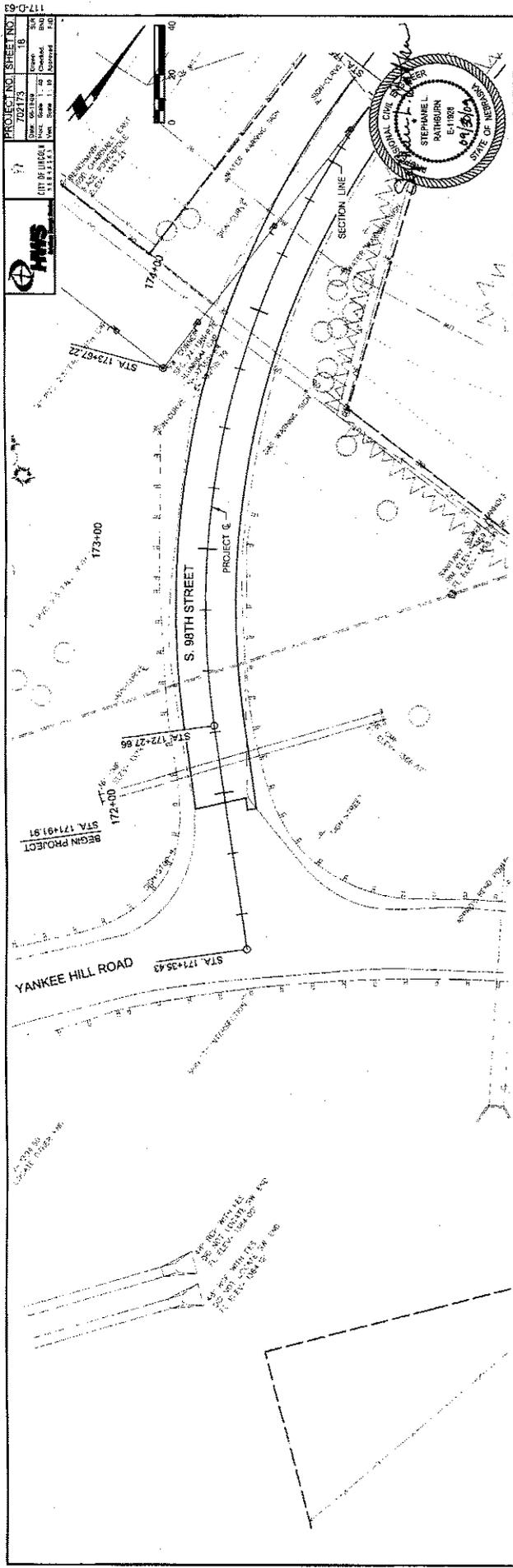
**DRIVEWAY LUG OUT SCHEDULE**

STATION	SIDE	"L"
175+46.46	LEFT	60 R
177+23.58	RIGHT	40 R
177+85.89	RIGHT	40 R
182+10.83	RIGHT	80 R



TYPICAL SECTIONS - PU, NUMBER-33

Attachment 'A' 1/8



PROJECT NO. 702173  
 SHEET NO. 18  
 DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 40'



CITY OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS

PROJECT: [Name]  
 LOCATION: [Name]

DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

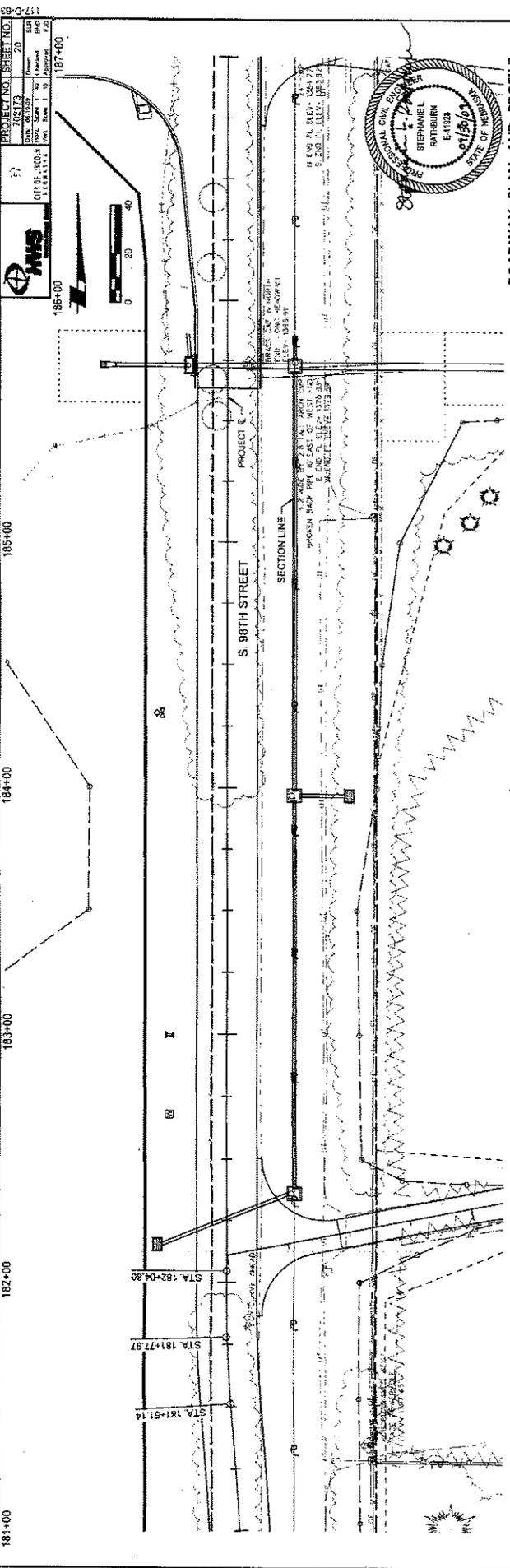
SCALE: 1" = 40'

PROJECT: 702173-06  
 SHEET: 18 OF 20

DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

PROJECT: 702173-06  
 SHEET: 18 OF 20  
 DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]





**ROADWAY PLAN AND PROFILE**

Station	Proposed Finished Grade Elevation	Existing Ground Elevation
181+00	1397.2	1391.89
181+10	1397.6	1392.32
181+20	1392.74	1392.74
181+30	1398.4	1393.16
181+40	1399.1	1393.58
181+50	1399.58	1393.58
181+60	1395.27	1395.27
181+70	1398.8	1398.8
181+80	1394.85	1394.85
181+90	1399.3	1399.3
182+00	1394.43	1394.43
182+10	1398.3	1398.3
182+20	1394.00	1394.00
182+30	1391.26	1391.26
182+40	1394.43	1394.43
182+50	1394.85	1394.85
182+60	1398.8	1398.8
182+70	1398.8	1398.8
182+80	1394.4	1394.4
182+90	1396.95	1396.95
183+00	1394.0	1394.0
183+10	1397.36	1397.36
183+20	1393.0	1393.0
183+30	1397.74	1397.74
183+40	1391.8	1391.8
183+50	1398.12	1398.12
183+60	1390.9	1390.9
183+70	1398.47	1398.47
183+80	1398.6	1398.6
183+90	1398.81	1398.81
184+00	1398.4	1398.4
184+10	1399.14	1399.14
184+20	1397.3	1397.3
184+30	1399.45	1399.45
184+40	1398.4	1398.4
184+50	1400.02	1400.02
184+60	1398.8	1398.8
184+70	1400.28	1400.28
184+80	1400.53	1400.53
184+90	1400.76	1400.76
185+00	1400.98	1400.98
185+10	1400.98	1400.98
185+20	1401.18	1401.18
185+30	1395.1	1395.1
185+40	1401.37	1401.37
185+50	1385.2	1385.2
185+60	1401.55	1401.55
185+70	1388.8	1388.8
185+80	1401.69	1401.69
185+90	1387.7	1387.7

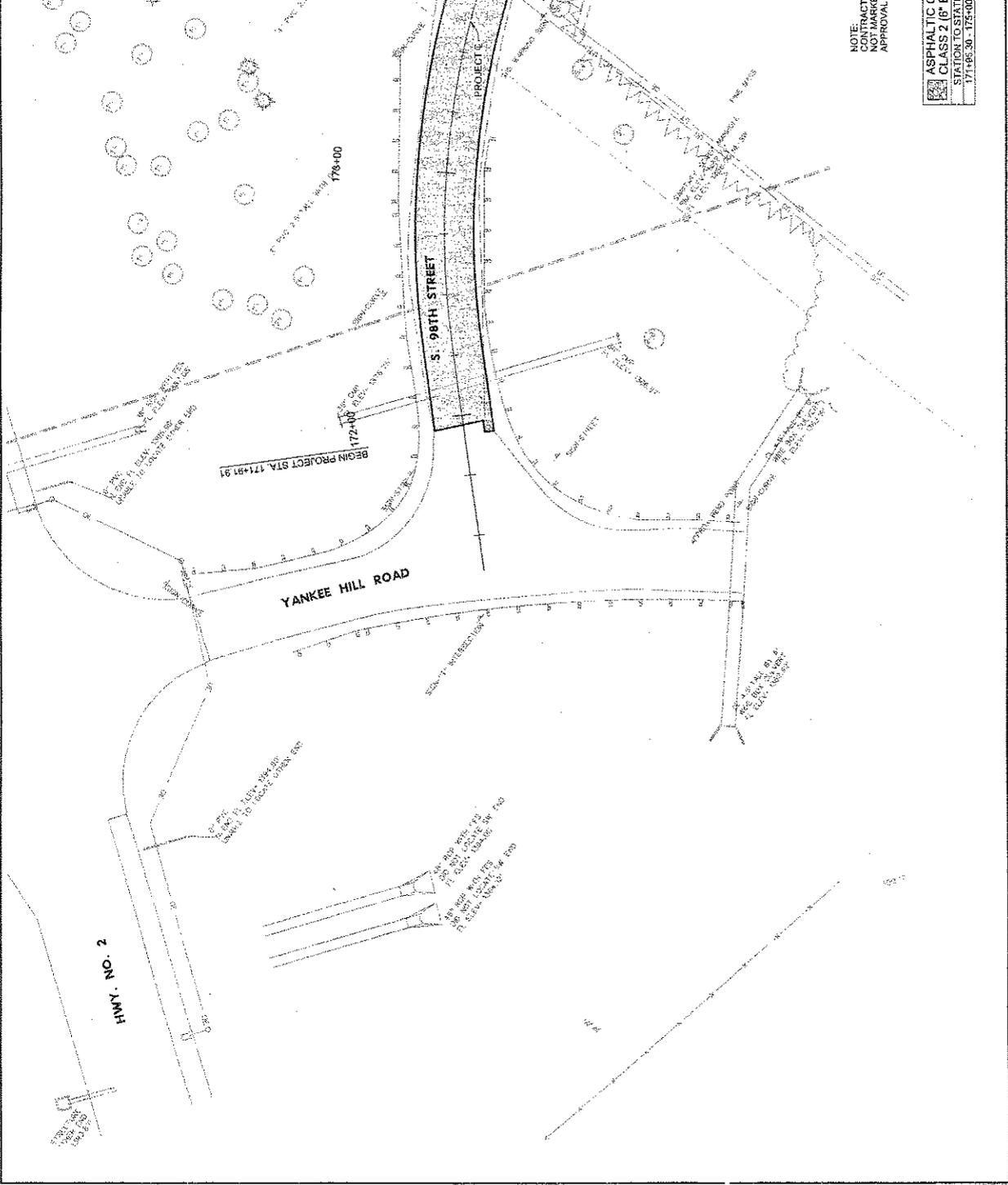
PROJ: 2022-73-05  
 USER: J. W. BISHOP  
 DATE: Wednesday, December 30, 2020  
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HMS PROJ: 52679681  
 DSN: \\ms01\proj\2022\73-05\DWG

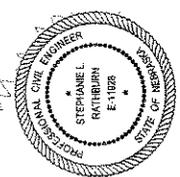
PROJECT NOT STREET NO.  
 702273  
 01/14/2021  
 187+00

181+00  
 182+00  
 183+00  
 184+00  
 185+00  
 186+00  
 187+00

PROJECT NO. SHEET NO. 46  
 CITY OF LINCOLN  
 ENGINEER  
 DATE: 05/20/09  
 DRAWN BY: J. S. SULLIVAN  
 CHECKED BY: J. S. SULLIVAN  
 APPROVED BY: J. S. SULLIVAN



NOTE:  
 CONTRACTOR MAY NOT REMOVE ANY TREES  
 NOT MARKED FOR REMOVAL WITHOUT PRIOR  
 APPROVAL FROM THE ENGINEER.



ASPHALTIC CONCRETE PAVEMENT	01.0046
CLASS 2 (6" BASE)	SY
STATION TO STATION	171+65.30 - 175+00.00
	1.11 & RT
	812.7

CONSTRUCTION & REMOVAL 117-0-93

5/8

PROJ. 20273.09  
 FILE: 1425287123091\_PlanView.dwg  
 USER: jssullivan  
 DATE: 05/20/09 07:20:08  
 CON: 10/17/2009  
 LHM: J. S. SULLIVAN

117-0-93

17-D-83

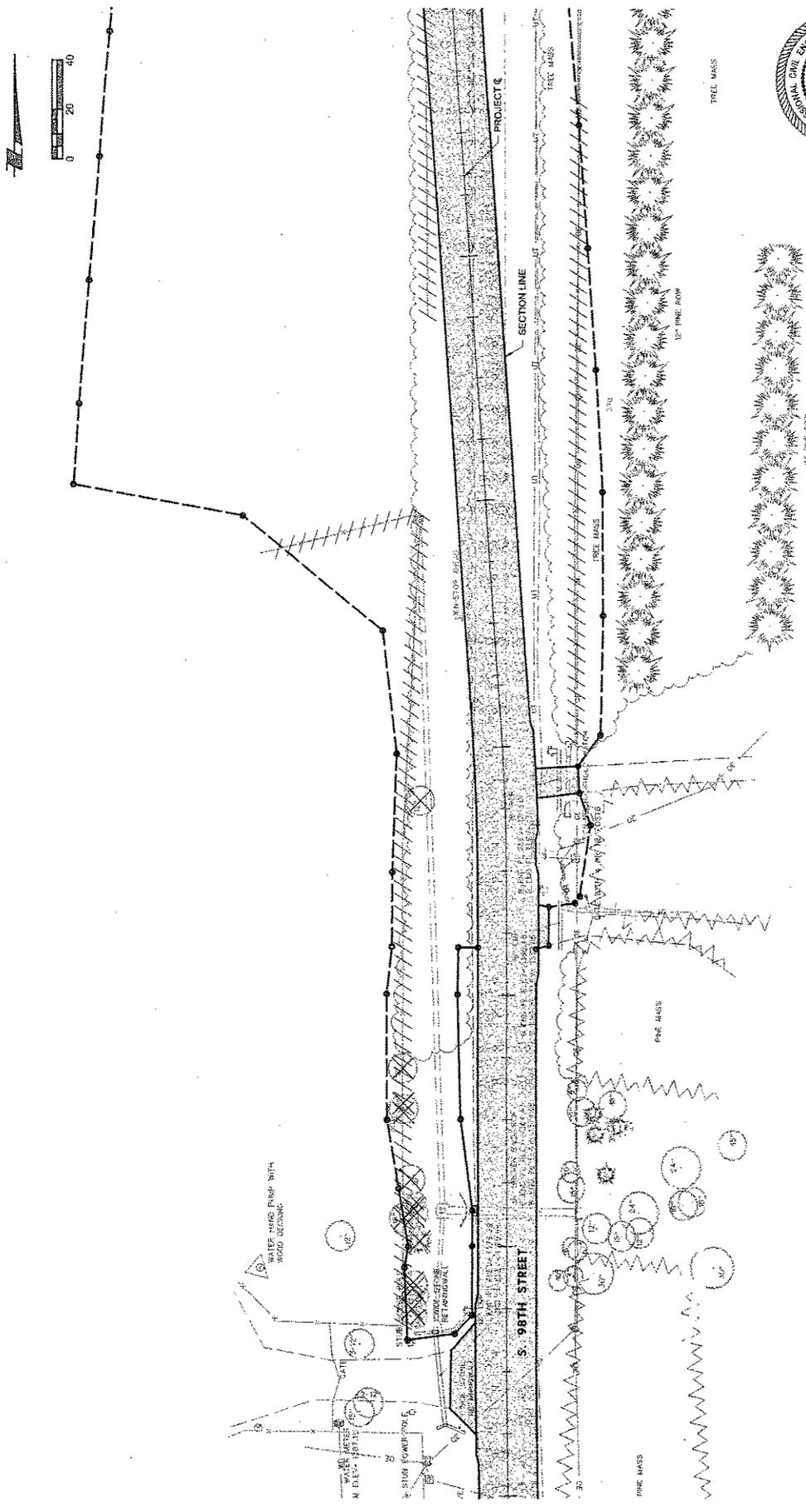
PROJECT NO. SHEET NO.  
702173 47

DATE: 05-15-09  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
SCALE: 1" = 20'

**HMS**

180+00 179+00 178+00 177+00 176+00 175+00

181+00



ASPHALTIC CONCRETE PAVEMENT,  
CLASS 2 (6" BASE)

STATION TO STATION	SY
175+00.00 - 181+00.00	1,618.9
LT.	39.5
RT.	8.0
177+28.58	22.9
177+48.59	

NOTE:  
CONTRACTOR MAY NOT REMOVE ANY TREES  
NOT MARKED FOR REMOVAL WITHOUT PRIOR  
APPROVAL FROM THE ENGINEER.

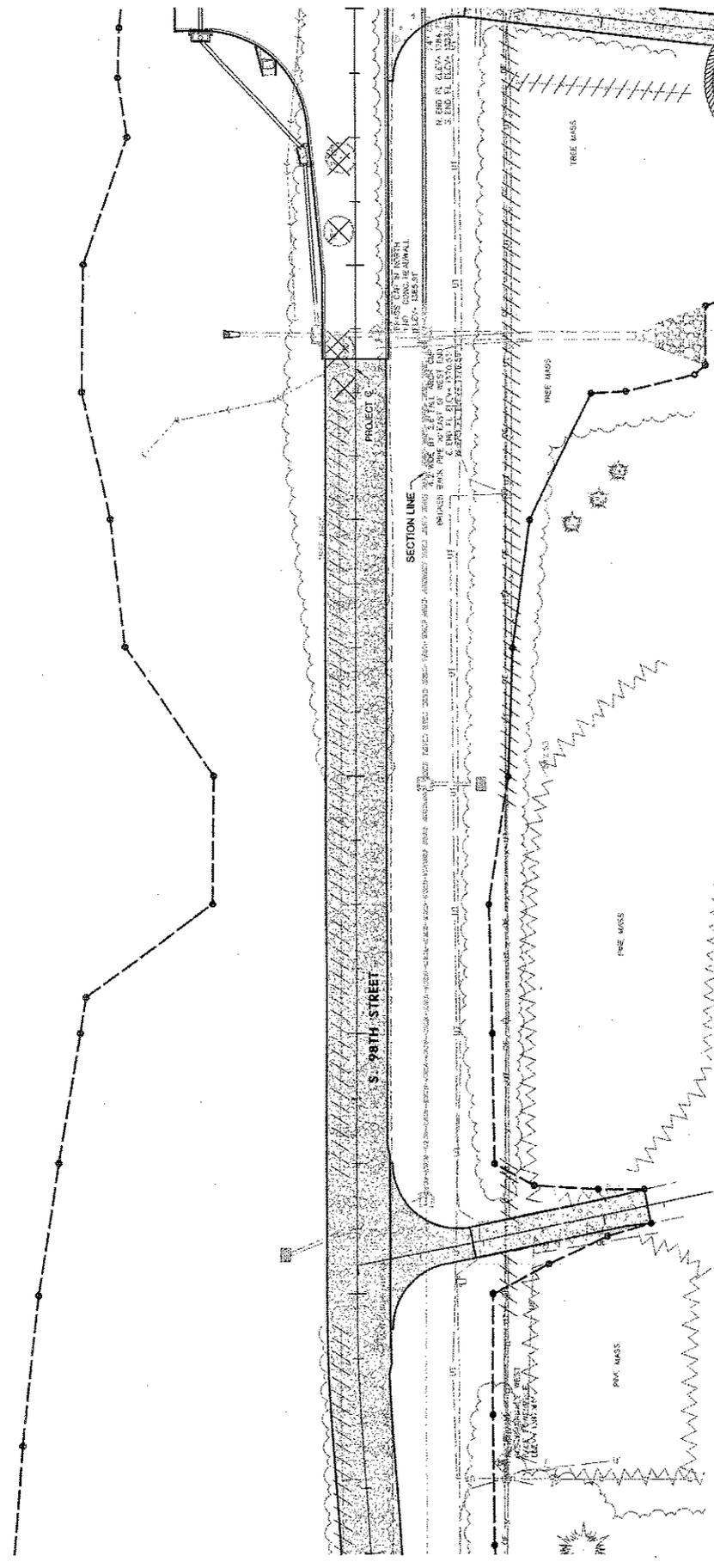
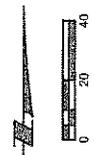


CONSTRUCTION & REMOVAL 117-D-83

6/8

PROJ: 20213.00  
USER: jrbrown  
DATE: Monday, December 07, 2009  
DGN: 1702173.dgn  
FMS PROJ: 20213.00

117-D-83



DETECTABLE WARNING PANEL		
STATION	SIDE	LF
182+78.31	LT.	12.0

4" CONC. SIDEWALK		
STATION TO STATION	SIDE	SF
182+74.08 - 182+85.06	LT.	53.9

8" P.C.C. PAVEMENT w/ INTEGRAL CURB		
STATION TO STATION	SIDE	SF
182+63.17 - 187+00.00	LT. & RT.	824.4

ASPHALTIC CONCRETE PAVEMENT, CLASS 2 (6" BASE)		
STATION TO STATION	SIDE	SF
181+00.00 - 182+10.83	LT. & RT.	1244.4

NOTE:  
 CONTRACTOR MAY NOT REMOVE ANY TREES  
 NOT MARKED FOR REMOVAL WITHOUT PRIOR  
 APPROVAL FROM THE ENGINEER.

