

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT FOR
IMPROVEMENTS TO THE INTERSECTION OF 132ND STREET & WEST GILES
ROAD IN SARPY COUNTY, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. 23- 108 (Reissue 1997) the County Board has the authority to alter and discontinue any road running through the county; and,

WHEREAS, an Agreement has been proposed by which the Nebraska Department of Roads would facilitate the acquisition of Federal funding for improvements to the intersection of 132nd Street and West Giles Road in Sarpy County, Project No. MAPA-5005(1) SC No. 22283, as further described in said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Agreement with the Nebraska Department of Roads concerning improvements to the intersection of 132nd Street and West Giles Road, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that Chair and Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

DATED this 27th day of January, 2009.

Moved by Tom Richards, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

[Signature]

[Signature]

[Signature]

ABSTAIN:

none

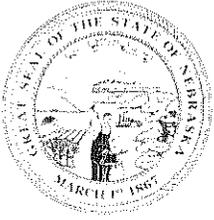
[Signature]
County Clerk



Approved as to form:

[Signature]

Deputy County Attorney



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

John L. Craig, Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402)471-4567 • FAX (402)479-4325 • www.dor.state.ne.us

February 18, 2009

Ms. Debra J. Houghtaling
Clerk
1210 Golden Gate Dr. Ste 1118
Papillion NE 68046-2895

Re: Project No. MAPA-5005(1)
Control No. 22283
Agreement No. XL0910

Dear Ms. Houghtaling:

Enclosed for your files is one original of a fully executed agreement between the County of Sarpy and this department pertaining to a proposed improvement with the intersection at 132nd Street and West Giles Road in Sarpy County under project MAPA-5005(1).

Sincerely,

A handwritten signature in cursive script that reads "Jerry Adams".

Jerry Adams
Hwy. Agreements Tech.
Planning and Project Development Division

JA/N4-A1

Enclosure

xc: T. W. Weander, District 2 Engineer
J. Knott/D. Turek
C. Quackenbush
File

Deb Houghtaling
Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

February 2, 2009

Patrick Schafer
Nebraska Department of Roads
PO BOX 94759
Lincoln NE 68509

RE: Improvements to the 132nd Street and West Giles Road Intersection

Action by the Sarpy County Board of Commissioners, at the meeting of January 27, 2009, is as follows:

Resolution: Authorize Chairman to sign the agreement with the Nebraska Department of Roads for Improvements to the Intersection of 132nd St. & West Giles Road. (2009-024)

MOTION: Resolved by Richards, seconded by Jansen, to approve the agreement for the reasons stated in the resolution. On 12/16/2008, this Board approved a cost share agreement with the City of La Vista by Resolution 2008-362. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None

Enclosed are two originals which have been signed by the Chairman as authorized by the above stated action. The agreements are now ready for the approval signatures; we request that upon execution an **original agreement** be provided for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,


Debra J. Houghtaling
Sarpy County Clerk

Enclosures (2)
ec: Tom Lynam
Mark Wayne
Mike Smith

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPIILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Sarpy County Board of Commissioners

From: Tom Lynam, Sarpy County Surveyor 

Date: 01/22/2009

Re: *Improvement(s) to the Intersection of 132nd Street and West Giles Road Agreement.*

I recommend approval of the Agreement for improvements to the intersection of 132nd Street and West Giles Road. We signed an Agreement to split the local share with the City of LaVista in December 2008.

The numbers in this Agreement have been updated to reflect changes.

If you have any questions, please feel free to contact me,



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS
John L. Craig, Director

December 22, 2008

Tom Lynam
15100 S. 84th St
Papillion, NE 68046

RE: MAPA-5005(1) CN 22283, Intersection of 132nd St & West Giles Road Intersection Improvements – Sarpy County County/State Agreement

Dear Mr. Lynam;

Enclosed are two duplicate original agreements for this project. Please obtain the proper officials' signatures and return them to;

Patrick Schafer
Nebraska Dept. of Roads
PO Box 94759
Lincoln, NE 68509

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

Please note a County resolution is required for this agreement. Please mark the resolution as EXHIBIT "B", attach an original to each original agreement, and place the date of the resolution on page 2 of each original agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Weander".

Timothy W. Weander, P.E.
District Engineer

AGREEMENT

COUNTY OF SARPY
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. MAPA-5005(1), STATE CONTROL NO. 22283
INTERSECTION OF 132ND STREET AND WEST GILES ROAD
INTERSECTION IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the County of Sarpy, hereinafter referred to as the "County", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, certain streets in the County have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible County Streets, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the County shall supervise the contract letting and ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those streets, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the County is to receive Federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with Federal requirements and procedures, and

WHEREAS, Federal Regulations provide that the County shall not profit or otherwise gain from local property assessments that exceed the County's share of project costs, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends

\$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, the County desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. MAPA-5005(1), as evidenced by the Resolution of the County dated the 27th day of January, 2009, attached as EXHIBIT "B" and made a part of this agreement, and

WHEREAS, the total cost of the project which includes: preliminary engineering, final design, Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is currently estimated to be \$2,040,000, and

WHEREAS, the project is described as follows:

Extend Giles Road that has a current ending point west of I-80 east till the road intersects with 132nd Street. This will be a new signalized "T" - intersection. The existing intersection will be relocated approximately 140' north using the realigned Giles Road. Placement of a signalized "T" - intersection will also be used here.

NOW THEREFORE, in consideration of these facts, the County and State agree as follows:

SECTION 1. The State shall present this project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The County shall have its finance officer or auditor, review the situation to determine what the County must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the County shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The County shall perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The County shall acquire any or all permits necessary to accomplish the project.

SECTION 4. The County shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 5. ENVIRONMENTAL RESPONSIBILITY

The County shall be responsible to complete any federally required environmental actions, commitments, and documents for this project, and receive approval by the State and the FHWA prior to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

When it is determined that a public hearing is a federal requirement for the project, the County shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the County shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the County of the proper procedures and policies for conducting the hearing. The County can contact the State's PHO by calling (402) 479-4871.

SECTION 6. The County shall provide the State with current project schedules, submittal dates and critical milestone dates. The County shall notify and keep the State informed on all project issues. The County shall notify the State of all project coordination meetings. The State must be invited to the project environmental scoping meeting, Plan-In-Hand, public meetings/hearings, preconstruction meeting and the final inspection.

SECTION 7. Any preliminary engineering services to be performed by the County or by a State Certified Consultant will require prior approval of the State to be eligible for the FHWA funding. If a Consultant is to be selected, the method of selection and procurement process must follow all Federal guidelines and requirements. Monies received from the FHWA will be remitted to the County after the State's expenses have been deducted.

SECTION 8. The County or its Consultant shall design the project according to the current AASHTO Policy on Geometric Design of Highways and Streets, the Nebraska Minimum Design Standards of the Board of Public Roads Classifications and Standards and to the Americans with Disabilities Act (ADA) Accessibility Guidelines. All plans, specifications and bid proposals, permits and any other contract documents must be submitted to and reviewed by the State prior to any bid letting by the County. Any deviations from the above publications must be approved by the State.

SECTION 9. The County shall advertise and conduct a letting and receive bids for the contemplated improvement. Prior to advertising the project for bids, the County shall submit a Right-of-Way Certificate and the final plans package (100 percent plans, specifications, permits, engineers' estimate, status of utilities, environmental coordination letters, and contract bidding documents) to the State's Local Project Section Urban Engineer for review. The State will review the submitted items and give the County direction on proceeding with advertising the project for bids. Upon direction from the State for the County to advertise, the County shall not open the bids for a minimum of 21 calendar days after the first advertisement is published in the newspapers. The County shall submit its selection of low bidder and supporting documents to the State for concurrence prior to awarding of the construction contract to the successful low bidder. The County shall sign the contract or contracts and shall send copies of the signed contract(s), including copies of the awarded final plans package to the State's Local Projects Section Urban Engineer, and District Engineer.

SECTION 10. The State and County agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by County forces or a State Certified Consultant selected by the County.

The County agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the County must conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the County and the Consultant.

The County shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by County forces or the County's Consultant comply with requirements for Federal funding. The Project Manager's services include, but are not limited to, arranging the preconstruction conference, keeping the State's Representative informed of project start and ending dates, and other scheduled construction milestones, and project management as required and preparing contractor change orders and supplemental agreements.

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, Quality Assurance Program for Construction, and the State Standard Methods of Tests (www.dor.state.ne.us) or applicable AASHTO or ASTM procedures. The County shall provide adequate quality assurance on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory. In all cases,

the State will provide a State Representative designated by the State on a part-time basis, who will inspect the project and ensure that the County is in compliance with the contract, plans, specifications, scope of work, regulations, statutes, etc., in order that Federal Funds may be expended on the project. Upon project completion, the County shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The County by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the County and the County shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project is acceptable. If the State Representative determines the project is acceptable, the State Representative will sign the DR Form 299 and send it to the District Engineer for signature. The District Engineer will forward the form to the State's Urban Engineer for signing, project closeout and final payment. If the State Representative determines the project is not acceptable, the State Representative will notify the County's Project Manager in writing of what needs to be done to bring the project into compliance for acceptability before the State Representative will sign the DR Form 299 and recommend the project for closeout. The County shall contact the State's District Engineer for State Representative assignment. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in the reimbursement section of this agreement.

SECTION 11. The total cost of the project which includes: preliminary engineering, final design, Right-of-Way, nonbetterment utility rehabilitation, construction and construction engineering is currently estimated to be \$2,040,000. The County's share is to be 20 percent of all actual eligible costs which is estimated to be \$408,000. The State agrees to reimburse the County, using Federal Funds, for 80 percent of the actual eligible costs of the improvement which is estimated to be \$1,632,000. Both the County and State recognize this is a preliminary estimate and the final cost may be higher or lower. Progress billings to reimburse the County may be submitted no more often than monthly. The State will reimburse 95 percent of the actual eligible expenses until the 5 percent retention reaches a maximum amount of \$25,000. Once the maximum retention is obtained, the State will reimburse 100 percent of the actual eligible expense. The final settlement between the State and the County will be made after final

review and approval by the State and after an audit, if deemed necessary, has been performed to verify actual costs. The County shall reimburse the State for any overpayments discovered by the State or its authorized representative.

The County further agrees, that if reimbursement to the State is required on this project, and if the County is unable to or does not make reimbursement within 60 calendar days after the State notifies the County of such required reimbursement; the State by this agreement is authorized to withhold money from State Highway funds apportioned or to be apportioned to the County, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of County and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the County agrees to pay such invoices within thirty days of receipt. The County's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the County under this agreement.

Final payment consisting of the retention withheld minus the State incurred expenses will not be reimbursed to the County until the County has filed a completed State DR Form 299 with the State, and both the County and the State have signed it. Once the DR Form 299 is signed by the County, no reimbursement requests will be accepted by the State and the FHWA.

SECTION 12. The County understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the County where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion of the project the County is responsible for full project payment with no cost or expense to the State in the project or portion of the project. Should the project be abandoned before completion, the County shall pay all costs incurred by the State prior to such abandonment.

The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the County shall furnish copies to those mentioned in this section when requested to do so.

SECTION 13. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 14. Because the County is to receive Federal Funds for any part of this project, the County shall perform the services for all phases of work, including, but not limited to preliminary engineering, acquisition of Right-of-Way, construction (includes construction engineering), etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work will become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the County shall contact the State's Local Projects Section Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to Federal procedures and requirements.

SECTION 15. If the County performs any part of the work on this project itself, the County shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 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 DISCRIMINATION CLAUSES Section of this agreement.

SECTION 16. The County shall have on file with the State an acceptable drug-free workplace policy.

SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The County shall 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. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The County and State shall 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, the County 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. The County shall not discriminate

on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The County, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the County enters into on this project.

Failure of the County to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 18. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the County, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The County 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.
- (2) Nondiscrimination: The County, 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 disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The County 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.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The County 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 the 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 County shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the County's noncompliance with the nondiscrimination provisions of this agreement, the 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 County under this agreement until the County complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The County shall include the provisions of paragraph (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 County shall take such action with respect to any subcontract or procurement as the 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 County may request the State to enter into such litigation to protect the interests of the State, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. Changes to the County streets which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Section Urban Engineer for final approval.

Upon project completion and final review, the County shall send one set of "As-Built" plans to the District Engineer.

SECTION 20. Upon project completion, the County shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The County will release and hold harmless the State and FHWA from any suits brought against the State arising out of the County's construction and maintenance.

SECTION 21. Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and

Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the County shall follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way." Any work within the State Right-of-Way requires a permit. The County shall contact the District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the County will become a project cost, but that outside the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private Right-of-Way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned Right-of-Way and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the County and State. Should this project necessitate the nonbetterment rehabilitation of any privately owned and operated utilities, then the County shall send the State an estimate of those nonbetterment utility rehabilitation costs prior to the work being done. The County shall pay for utility nonbetterment rehabilitation and then bill the State for those eligible reimbursement costs. All reimbursements will be based on the actual costs of material, services and labor. This will be subject to audit, if the State deems that one is necessary.

SECTION 22. The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called just the Uniform Act. The County shall comply with the Uniform Act, the State's Right-of-Way Acquisition guide for LPA's and the State's Right-of-Way Manual.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, environmental assessment, right-of-way, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the right-of-way phase.** When applicable, the State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the County shall submit to the State: Right-of-Way plans, legal description and an estimate for review and approval. If acceptable, the State will issue a Notice-to-Proceed with the right-of-way work phase.

The County shall present to the State, a Right-of-Way Certificate that certifies the County has complied with the Uniform Act requirements and that the project is ready for construction.

The State will grant the County authorization to proceed with the construction phase of the project, if the documentation submitted by the County supports the Right-of-Way Certificate.

SECTION 23. The County at no cost to the project, shall clear the present Right-of-Way of this project of all advertising signs. The County at no cost to the project, shall clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and keep the old and new Right-of-Way free of future encroachments, except those authorized by permit.

SECTION 24. The County shall certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

SECTION 25. Traffic control during project construction must conform with the Manual on Uniform Traffic Control Devices. Before final acceptance of the project by the State, all signing and marking must be in conformance with the current Manual on Uniform Traffic Control Devices.

IN WITNESS WHEREOF, the County and State hereto 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 27th day of January, 2009.

WITNESS:

COUNTY OF SARPY

~~Debra J. Houghtaling~~
County Clerk



Gou Jones
County Board Chair

EXECUTED by the State this 4th day of February, 2009.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Jim Wilkinson
Local Projects Section Engineer

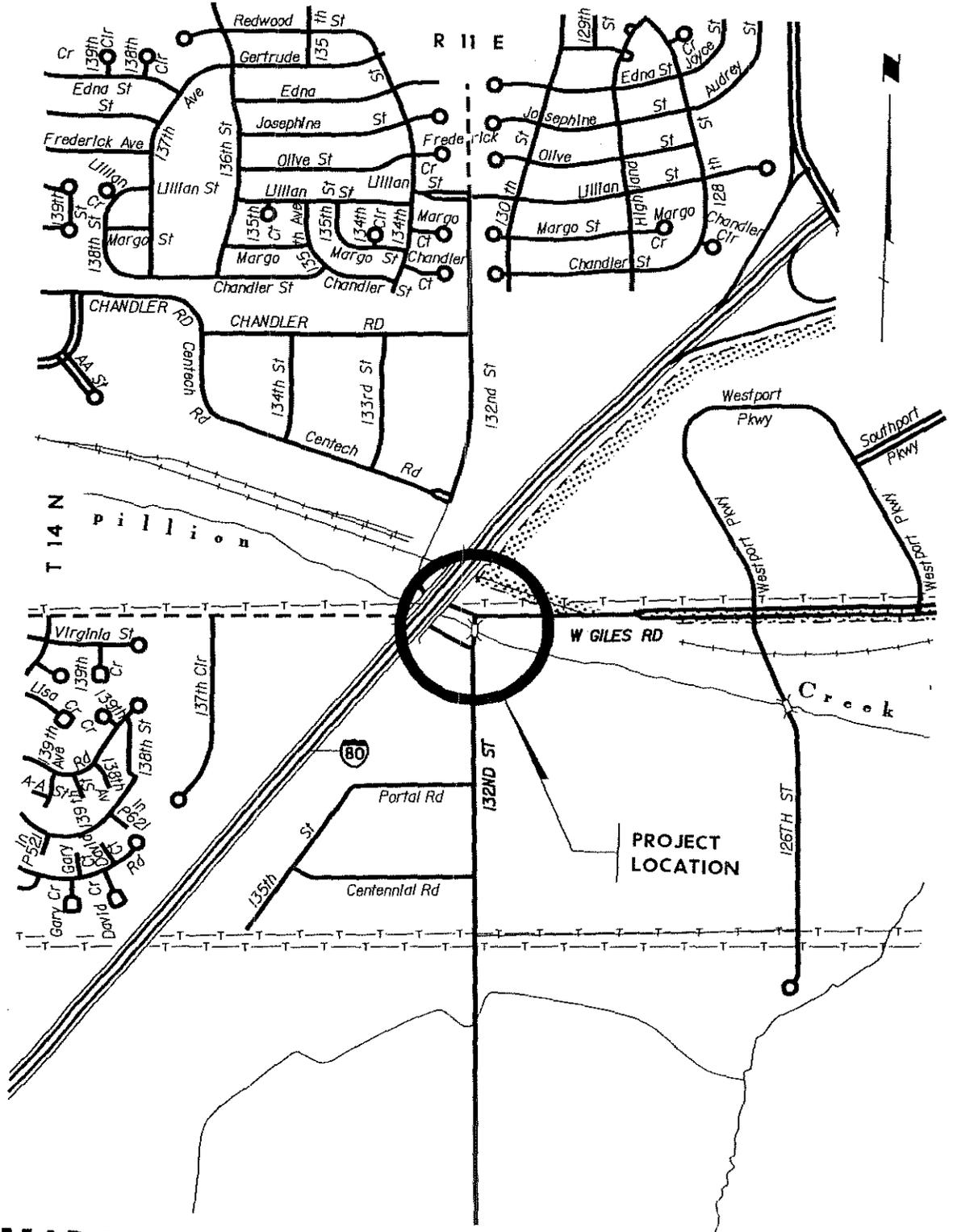
RECOMMENDED:
Timothy W. Weander, P.E.

Timothy W. Weander
District 2 Engineer

AGR11-NP

Approved as to form: Michael O'Keefe
County Attorney

LA VISTA
SARPY COUNTY
NEBRASKA



MAPA-5005(1)
C.N. 22283

EXHIBIT "A"