

AGREEMENT

This agreement is made and entered into in duplicate by and between The Central Nebraska Public Power and Irrigation District ("District"), a public corporation and political subdivision of the State of Nebraska, and The county of Lincoln ("County"), a duly established county under the laws of the State of Nebraska as a body politic.

WHEREAS, the District owns a bridge located at the East line of Section 28, Township 13 North, Range 29, West of the 6th P.M., Lincoln County, Nebraska, Structure No. C005636715; and

WHEREAS, the District intends to construct a new bridge at such location; and

WHEREAS, said bridge is on a Federal Aid Secondary Road which makes certain funds available to the County, and

WHEREAS, the County has indicated a willingness to apply for such funds to assist the District in the construction of such new bridge;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties, by these presents, do covenant and agree with each other as follows:

1. The County, through its Board of Commissioners, agrees to request the State of Nebraska Department of Roads ("Department of Roads") to rebuild said bridge and bridge approaches with federal and state aid funds.

2. All local costs for any required grading and resurfacing of the approaches to the bridge and reseeding of areas damaged by construction shall be borne solely by the County and shall not be included in the County's costs of construction which are to be reimbursed by the District.

3. The District agrees to design a replacement bridge in accordance with state and federal standards.

4. The District and the County agree to permit the Department of Roads to prepare the bid documents and award the contract for the construction of said bridge. The parties further agree to permit the Department of Roads to administer the contract and inspect all work performed pursuant to said contract.

5. The District agrees to reimburse the County for all costs of construction relating to said bridge which are billed to the County by the State. The parties believe such costs to be 15 percent of the bid price for the bridge plus 15 percent of the costs incurred by the Department of Roads in administering the contract and inspecting the work, and 15 percent of any contract cost increases caused by approved change orders.

6. The County agrees to immediately notify the District upon learning that the Department of Roads will bill the County in excess of those costs and described in subpart 5.

7. The District agrees to own and maintain said bridge upon completion of the construction and approval by the Department of Roads.

In the event said bridge is ineligible for federal and state aid funds as contemplated by the parties to this Agreement or if sufficient federal and state funds are not available, this Agreement shall be null and void, and of no further force or effect.

DATED this _____ day of _____, 2011.

ATTEST:

THE CENTRAL NEBRASKA PUBLIC POWER
AND IRRIGATION DISTRICT,

_____ By _____
Don Kraus, General Manager

DATED this _____ day of _____, 2011.

THE COUNTY OF LINCOLN, NEBRASKA

By _____
Duane Detering, Lincoln County Board
Chairman

By _____
Willis D. Roethemeyer, Lincoln County
Commissioner

By _____
Joe Hewgley, Lincoln County Commissioner

ATTEST:

Becky Rossell, Lincoln County Clerk

F:\user\joe\agreement