

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM AGREEMENT

CITY OF LEXINGTON, NEBRASKA
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-1705(3)
CONTROL NO. 61457
LEXINGTON EAST VIADUCT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Lexington, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BL1146, executed by the LPA on February 15, 2011 and executed by the State on February 23, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to adjust the funding and invoicing responsibilities, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-1705(3), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2012, attached and identified as Exhibit "A" and made a part of this agreement, and

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

SECTION 1. It is understood by the LPA that costs for preliminary engineering, final design, right-of-way and utilities will be borne initially by the LPA and will be eligible for participation in the Advanced Construction program delivery method as identified in Title 23, Section 115 of the United States Code. Future reimbursement is subject to the availability of federal funds and will only be made following the letting of the project and the execution of the construction agreement.

SECTION 2. Upon execution of a professional services agreement for pre-construction services, the LPA shall begin submitting reimbursement requests to the State no more frequently than at monthly intervals and continue to submit reimbursement requests as expenses are incurred by the LPA throughout the life of the project. Reimbursement requests must be submitted to the State through OnBase, the State's electronic invoice routing application, and must include the following:

- 1) LPA's invoice or cover letter
- 2) Copy of consultant's invoice
- 3) Proof of payment
- 4) Cost Breakdown Form
- 5) Progress Report

SECTION 3. In addition to the terms of SECTION 25. AUDIT AND FINAL SETTLEMENT in the Original Agreement, if the final audit indicates that any overpayments were made to the Consultant, the LPA will be billed by the State and the LPA will be responsible for obtaining reimbursement from the Consultant.

SECTION 4. The LPA and the State agree that, except for the provisions of Sections 1 through 3 above, all terms and provisions of the Original Agreement BL1146 on Project No. URB-1705(3) executed by the LPA on February 15, 2011 and executed by the State on February 23, 2011, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2012.

WITNESS:
Joe Pepplitsch

CITY OF LEXINGTON
John Fagot

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2012.

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

Local Projects Engineer