

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF LEXINGTON
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. URB-6552(1)
CONTROL NO. 61554
6TH STREET, GRANT - TAFT

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", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into a Program Agreement for an LPA Federal-aid Transportation Project, Agreement No. BM1109, executed by the LPA on May 24, 2011 and executed by the State on June 3, 2011, hereinafter referred to as the "Original Agreement", and

WHEREAS, the Parties agreed that the project would use Federal-aid STP Funds up to a maximum of 80 percent of the participating and eligible costs of LPA's project, and

WHEREAS, under MAP-21, passed by Congress, there is a reduction in the total dollar amount of Federal-aid Funds available for the local Federal-aid projects specified on the list attached to the Federal Funds Purchase Program Agreements (FFPP), on which LPA's project was included, and

WHEREAS, the total cost of the projects in the FFPP list of projects also has increased because of cost estimate increases and scope changes,

WHEREAS, there will not be sufficient Federal-aid STP Funds available to cover the total cost of all projects on the FFPP list of projects, and

WHEREAS, the Parties have therefore agreed to cap the future Federal funding obligation for each of the projects on the FFPP list of projects, and

WHEREAS, the Parties wish to supplement the Program Agreement to provide a cap for future Federal-aid obligations on LPA's project, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. URB-6552(1), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2013, 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. This agreement supplements only that part of the Program Agreement that provides that the Federal share of the LPA's project costs will be a maximum of 80% of all participating and eligible costs of LPA's project. For previous obligations, the Federal share will continue to be 80 percent of the eligible and participating costs. Effective immediately, a maximum total dollar amount (cap) shall apply to all future obligations or obligation adjustments of Federal-aid Funds for this project. The maximum dollar amount of future obligations for this project will be \$1,520,000. Therefore, the Federal-aid share for future obligations will be a maximum of 80 percent of participating and eligible project costs, up to this maximum dollar amount.

The LPA remains responsible for their 20 percent local share of all project costs and shall be responsible for 100 percent of all costs of the project in excess of the Federal-aid maximum total dollar amount.

SECTION 2. The LPA and the State agree that, except for the provisions of Section 1 above, all terms and provisions of the Original Agreement on Project No. URB-6552(1) executed by the LPA on May 24, 2011 and executed by the State on June 3, 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 _____, 2013.

WITNESS:
Pamela Berke

CITY OF LEXINGTON
John Fagot

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2013.

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

Materials & Research Division Engineer