

**CITY OF LEXINGTON  
RESOLUTION NO. 2012 – 17**

**SIGNING OF SUPPLEMENTAL AGREEMENT #1  
CONSTRUCTION ENGINEERING – 13th STREET URBAN RECONSTRUCTION**

**Whereas:** The City of Lexington and Olsson Associates entered into an Engineering Agreement BK1160 executed by the Consultant on April 21, 2011, and executed by the City on April 19, 2011, hereinafter referred to as the “Original Agreement,” providing for construction engineering services; and

**Whereas:** The project is named “Lexington 13th Street Urban Reconstruction,” with the federal project number STPAA-6556(4), and the Nebraska Department of Roads Control Number 61338; and

**Whereas:** It is necessary that additional work days for storm sewer work, not contemplated in the Original Agreement, be added under this supplemental agreement; and

**Whereas,** it is necessary to increase the Consultant’s compensation by this supplemental agreement for the additional work necessary to complete the project;

**BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON** that the Mayor is hereby directed and authorized to execute on behalf of the City of Lexington, Supplemental Agreement #1 with Olsson Associates, Inc., for Project No. STPAA-6556(4), Control No. 61338, Lexington 13th Street Urban Reconstruction, in the amount of \$8,218.76.

Passed and approved on August 14, 2012.

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John Fagot, President of Council

ATTEST:

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City Clerk

**SUPPLEMENTAL AGREEMENT #1**  
**CONSTRUCTION ENGINEERING SERVICES**

CITY OF LEXINGTON, NEBRASKA  
OLSSON ASSOCIATES, INC.  
PROJECT NO. STPAA-6556(4)  
CONTROL NO. 61338  
13<sup>TH</sup> STREET, LEXINGTON

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 Olsson Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into an Engineering Agreement BK1160 executed by the Consultant on April 21, 2011 and executed by the LPA on April 19, 2011, hereinafter referred to as the "Original Agreement", providing for construction engineering services for Project No. STPAA-6556(4), and

WHEREAS, it is necessary that additional work days for storm sewer work, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

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

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on October 17, 2011 to perform the additional work through Consultant Work Order 1. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "A" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 4 of the Original Agreement is hereby amended and the total agreement amount is increased from \$190,950.22 to \$199,168.98, an increase of \$8,218.76 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement on Project No. STPAA-6556(4), executed by the Consultant on April 21, 2011 and executed by the LPA on April 19, 2011 shall remain in full force and effect.

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

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

OLSSON ASSOCIATES, INC.  
Kevin L Prior, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA     )  
  )ss.  
HALL COUNTY             )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

EXECUTED by the LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF LEXINGTON  
John Fagot

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
Date