

SUPPLEMENTAL AGREEMENT NO. 2

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF LEXINGTON
PROJECT NO. STP-30-3(119)
CONTROL NO. 61692
Project Location – US-30 AND US-283 IN LEXINGTON

THIS SUPPLEMENTAL AGREEMENT is between the City of Lexington, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Municipality and State entered into an agreement (XL2424) executed by State on February 14, 2025, hereinafter referred to as the "Original Agreement", and Supplemental Agreement #1 executed by State on August 20, 2025, that superseded the Original Agreement in its entirety; and

WHEREAS, the Supplemental #1 Agreement required Municipality to pay State upon award of the construction contract; and

WHEREAS, the Parties have agreed to amend Supplemental Agreement #1, Section 11.4 Payment by Municipality to specify that Municipality shall pay State in three separate payments for Municipality's estimated share of preliminary engineering, construction, and construction engineering costs; and

WHEREAS, it now becomes necessary to revise Supplemental Agreement #1 to change the payment terms to this agreement; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2026, attached as Exhibit "D", and incorporated herein by this reference; and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. PAYMENT BY MUNICIPALITY

Municipality's estimated cost share for preliminary engineering, construction, and construction engineering is **\$1,202,000**.

The following supersedes Section 11.4 of the Supplemental Agreement #1 executed by State on August 20, 2025.

11.4 Payment by Municipality: After execution of this Agreement, State will invoice the Municipality **\$400,000** for a portion of Municipality's estimated share of preliminary engineering, construction, and construction engineering costs. On June 1, 2026, State will invoice Municipality **\$400,000** for an additional portion of Municipality's estimated share of preliminary engineering, construction, and construction engineering costs. After completion of the construction project and acceptance by the State, State will invoice Municipality for the remainder of Municipality's share of preliminary engineering, construction and construction engineering costs. The Municipality shall pay State within 30 calendar days of receipt of invoice from State. The final settlement between State and the Municipality will be made following final audits and when the final costs have been determined by State.

SECTION 18. SEVERABILITY

The invalidity or unenforceability of any clause, provision, section, or part of this Agreement shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 19. COMPLETENESS

This Agreement and any supplements hereto constitute the complete and exclusive statement of the arrangement between the Parties, and supersede all proposals, oral or written, and all other communications between the Parties relating to the subject matter hereof. This Agreement may be supplemented from time to time in writing by the mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____ 2026.

WITNESS:

CITY OF LEXINGTON

City Clerk

Mayor

EXECUTED by State this _____ day of _____ 2026.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Brandie Neemann, P.E.

Roadway Design Engineer

RECOMMENDED:
Cameron Craig, P.E.


District 6 Engineer 3/24/26
Date