

SUPPLEMENTAL AGREEMENT NO.1

CITY OF LINCOLN
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. EACNH-34-6(124), STATE CONTROL NO. 11878
"O" STREET (HIGHWAY US-34), 52ND STREET TO WEDGEWOOD DRIVE
RECONSTRUCT TO SIX-LANE ROADWAY

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the State and City entered into an original agreement executed by the City on November 17, 2000, and by the State on December 15, 2000, that provided for preliminary engineering, Right-of-Way, utility rehabilitation, construction and construction engineering, and

WHEREAS, it now becomes necessary that the original agreement be supplemented to enable the City to use its STPAA(Q20) funds to acquire Right-of-Way for this project, to change wording as pertaining to materials sampling and testing and to change the letting of the project from City to the State, and

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

SECTION 1. The State will allow the City to use their STPAA(Q20) funds up to \$1,000,000 for Right-of-Way acquisition. This funding is 80 percent Federal with 20 percent City match required.

SECTION 2. The City shall only use this funding to purchase Right-of-Way on property that the offer has been made to the owner of that property after the date of this supplemental agreement's execution by both parties. All Right-of-Way acquisition offers from the date of supplement agreement execution will be eligible for reimbursement providing they meet all the Federal and State requirements for the purchase of Right-of-Way.

SECTION 3. The City, upon execution of this supplemental agreement, may invoice the State for reimbursement of eligible Right-of-Way as described in Section 2. The State will make every effort to reimburse 80 percent of the invoice within 30 days of receipt.

SECTION 4. Section 7 of the original agreement is amended such that the sentence starting with "The State will provide quality assurance ..." is deleted in whole and is revised to state "The City shall provide adequate quality assurance and will be responsible for the sampling of and the delivery of materials for testing to a City or a private laboratory."

SECTION 5. Section 9 of the original agreement is revised to state, "The State will advertise and conduct a letting and receive bids for this project. The State will then submit all the bidding

documents to the City for verification and selection of the low bidder. The City shall submit its verified and accepted low bidder(s) and all bidding documentation back to the State for concurrence of the low bidder(s) prior to awarding the construction contract. Upon concurrence by the State, the City may award the construction contract to the low bidder(s). The City shall sign the contract or contracts and after signing, the City shall send a copy of the signed contract to the State, including all plans and specifications, to the State's Urban Engineer and to the District Engineer.

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

EXECUTED by the _____ this _____ day of _____, 2001.

WITNESS:
Joan E. Ross

CITY OF LINCOLN
Don Wesley

City Clerk

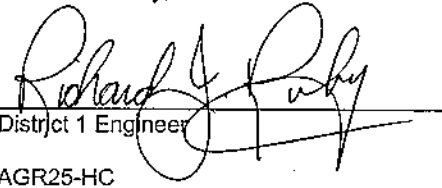
Mayor

EXECUTED by the State this _____ day of _____, 2001.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Eldon D. Poppe, P.E.

Roadway Design Engineer

RECOMMENDED:
Richard J. Ruby, P.E.



District 1 Engineer

AGR25-HC