

Agenda Item: 6.

Memo to the Programs, Projects and Operations Subcommittee

Subject: Nebraska Department of Roads Supplemental Agreement  
▪ Platte River Trail Phase 1

Date: August 19, 2011

From: Gerry Bowen

In March, 2005, the District entered into an agreement with the Nebraska Department of Roads for the Platte River Trail Phase 1 (also referred to as Mopac Trail – Hwy 50 to Lied Bridge). Various delays over the years resulted in several supplemental agreements extending the project, of which this is the ninth (attached).

The District currently anticipates that NDOR will bid this project for construction late this fall, or next winter.

The attached resolution needs to be inserted into the supplemental agreement.

- **It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Agreement with NDOR on the Platte River Trail Project, Phase 1.**

**RESOLUTION**

**SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 9**

**Platte River Trail – Phase 1  
Project No. STPB-77(49), Control No. 22191**

**Papio-Missouri River Natural Resources District**

**Whereas:** The Papio-Missouri River natural Resources District (P-MRNRD) and Nebraska Department of Roads (NDOR) have previously executed a Project Program Agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**Whereas:** The P-MRNRD understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** The P-MRNRD and NDOR wish to enter into a Supplemental Project Program Agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the P-MRNRD Board of Directors that:

John Winkler, General Manager is hereby authorized to sign the attached Supplemental Project Program Agreement No. YLO516 , Supplement 9 between the P-MRNRD and the NDOR.

The P-MRNRD is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number: STPB-77(49)

NDOR Control Number: 22191

Platte River Trail – Phase 1

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Omaha, Nebraska.  
(Month) (Year)

\_\_\_\_\_  
Richard Tesar, Secretary

\_\_\_\_\_  
Rick Kolowski, Chairperson

## SUPPLEMENTAL AGREEMENT NO. 9

PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT  
STATE OF NEBRASKA DEPARTMENT OF ROADS  
PROJECT NO. STPB-77(49)  
CONTROL NO. 22191  
PLATTE RIVER TRAIL – PHASE 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the Papio Missouri River Natural Resource District in 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 YL0516 executed by the LPA on March 30, 2005 and executed by the State on April 12, 2005, hereinafter referred to as the "Original Agreement", and Supplemental Agreement No. 1 executed by the LPA February 15, 2006 and by the State February 21, 2006 and Supplemental Agreement No. 2 executed by the LPA July 18, 2006 and by the State July 25, 2006 and Supplemental Agreement No. 3 executed by the LPA November 17, 2006 and by the State February 12, 2007 and Supplemental Agreement No. 4 executed by the LPA May 24, 2007 and by the State May 30, 2007 and Supplement Agreement No. 5 executed by the LPA December 2007 and by the State December 13, 2007 and Supplemental Agreement No. 6 executed by the LPA June 17, 2008 and by the State June 20, 2008 and Supplemental Agreement No. 7 executed by the LPA February 11, 2009 and by the State February 20, 2009 and Supplemental Agreement No. 8 executed by the LPA January 19, 2010 and by the State January 28, 2010, and

WHEREAS, it now becomes necessary to remove the federal funding maximum and adjust funding requirements for the LPA, and

WHEREAS, it now becomes necessary to remove the deadline for securing a contract to construct the project, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. STPB-77(49), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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. The Federal share payable on the construction and construction engineering phases of this project will be a maximum of 80 percent of the eligible costs. The LPA's share of all actual eligible costs in the construction and construction engineering phases is estimated to be \$613,178. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$2,452,713. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

SECTION 2. The previous requirement to have the proposed project improvements under construction contract prior to June 1, 2009 is removed.

SECTION 3. The LPA and the State agree that, except for the provisions of Sections 1 through 2 above, all terms and provisions of the Original Agreement YL0516 on Project No. STPB-77(49) executed by the LPA on March 30, 2005 and executed by the State on April 12, 2005, and Supplemental Agreement No. 1 executed by the LPA February 15, 2006 and by the State February 21, 2006 and Supplemental Agreement No. 2 executed by the LPA July 18, 2006 and by the State July 25, 2006 and Supplemental Agreement No. 3 executed by the LPA November 17, 2006 and by the State February 12, 2007 and Supplemental Agreement No. 4 executed by the LPA May 24, 2007 and by the State May 30, 2007 and Supplement Agreement No. 5 executed by the LPA December 2007 and by the State December 13, 2007 and Supplemental Agreement No. 6 executed by the LPA June 17, 2008 and by the State June 20, 2008 and Supplemental Agreement No. 7 executed by the LPA February 11, 2009 and by the State February 20, 2009 and Supplemental Agreement No. 8 executed by the LPA January 19, 2010 and by the State January 28, 2010, 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 \_\_\_\_\_, 2011.

WITNESS:

PAPIO MISSOURI RIVER  
NATURAL RESOURCE DISTRICT  
John Winkler

\_\_\_\_\_  
General Manager

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Local Projects Engineer