

PROJECT NO. 10-23 K-9667-01/03/04/05  
CONSOLIDATION OF ACCESS POINTS  
CITY OF LAWRENCE

## **S U P P L E M E N T A L   A G R E E M E N T   N o . 2**

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the city of Lawrence, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

### **R E C I T A L S:**

**WHEREAS**, the Parties entered into an Agreement dated August 31, 2006, hereinafter referred to as the "Original Agreement" for the consolidation of access points on K-10 from US-59 east to Louisiana,

**WHEREAS**, the Parties entered into a Supplemental Agreement dated January 30, 2008, hereinafter referred to as "Supplemental One" for the transferring of funds from the primary project phase (10-23 K-9667-01) to another project phase (10-23 K-9667-03) for the Project, and

**WHEREAS**, the Parties mutually desire the Secretary supplement the Original Agreement to reflect a change in the funding maximum to account for work being done in Project phases 10-23 K-9667-04 and 10-23 K-9667-05.

**NOW, THEREFORE**, in consideration of this premise, the Parties hereto agree as follows:

1. On page 2 of the Original Agreement, Article I, paragraph 4 be clarified and modified to read as follows:

4. To be responsible for seventy-five percent (75%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$391,689.00 for the 10-23 K-9667-01 Project phase, not to exceed a maximum of \$15,930.00 for the 10-23 K-9667-03 Project phase, not to exceed a maximum of \$11,246.00 for the 10-23 K-9667-04 Project phase, and not to exceed a maximum of \$67,209.00 for the 10-23 K-9667-05 Project phase. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$522,252.00 for the 10-23 K-9667-01 Project phase, that exceeds \$21,240.00 for the 10-23 K-9667-03 Project phase, that exceeds \$14,994.67 for the 10-23 K-9667-04 Project phase, and that exceeds \$89,612.00 for the 10-23 K-9667-05 Project phase. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way and utility adjustments for the Project.

2. On page 6 of the Original Agreement, Article II, paragraph 18 be replaced in its entirety to read as follows:

18. To be responsible for twenty-five percent (25%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$522,252.00 for the 10-23 K-9667-01 Project phase, up to \$21,240.00 for the 10-23 K-9667-03 Project phase, up to \$14,994.67 for the 10-23 K-9667-04 Project phase, and up to \$89,612.00 for the 10-23 K-9667-05 Project phase. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$522,252.00 for the 10-23 K-9667-01 Project phase, that exceeds \$21,240.00 for the 10-23 K-9667-03 Project phase, that exceeds \$14,994.67 for the 10-23 K-9667-04 Project phase, and that exceeds \$89,612.00 for the 10-23 K-9667-05 Project phase. Further, the City shall be responsible for the total actual costs of preliminary engineering, rights of way and utility adjustments for the Project.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

THE CITY OF LAWRENCE, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary for Engineering and  
State Transportation Engineer