

PROJECT NO. 23 U-0015-01
STP-U001(501)
SURFACING AND GRADING
CITY OF LAWRENCE, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

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 December 22, 2010 hereinafter referred to as the "Original Agreement" for the reconstruction of Highway 59 in the City from Harvard Road to Irving Hill Over-Pass, and

WHEREAS, the Parties mutually desire to supplement the Original Agreement to allow for the addition of Highway Safety Improvement Program (HSIP) funds to the Project.

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 replaced in its entirety to read as follows:

4. The Project shall use funds consisting of Surface Transportation Program (STP) funds and Highway Safety Improvement Program (HSIP) funds as allocated by the Secretary to the Project and City funds.

STP Funds

- To be responsible for eighty percent (80%) 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 \$3,000,000 for the Project from STP funds. 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 \$3,750,000.00 for the Project from STP funds.

HSIP Funds

- To be responsible for ninety percent (90%) 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 \$1,200,000.00 for the Project from HSIP funds. 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 \$1,333,333.33 for the Project from HSIP funds.

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:

4. The Project shall use funds consisting of STP funds and HSIP funds as allocated by the Secretary to the Project and City funds.

STP Funds

- To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$3,750,000.00 for the Project. 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 \$3,750,000.00 for the Project.

HSIP Funds

- To be responsible for ten percent (10%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$1,333,333.33 for the Project. 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 \$1,333,333.33 for the Project.

Further, the City agrees to be responsible for one hundred percent (100%) of 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.

The signature page immediately follows this paragraph.

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 below.

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 and
State Transportation Engineer