

PROJECT NO. 10-23 KA-1826-01
NHPP-A182(601)
INTERCHANGE CONSTRUCTION
CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, 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, is by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), the **City of Lawrence, Kansas** (“City”), and **Douglas County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated September 4, 2013 for interchange construction at K-10 and Bob Billings Parkway in Lawrence, Kansas (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to reflect the City’s participation in the following additional work, to be included in the Project: construction of a west-bound right-turn lane, sidewalk, and associated improvements at the NE corner of Bob Billings Parkway and Langston Way.

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

1. On page 7 of the Original Agreement, Article IV, SPECIAL CONDITIONS, is revised to add new paragraph 5 to read as follows:

5. **Additional Project Work.**

(a) **Right Turn Lane Improvements.** As part of the Project, the Secretary will construct a west-bound right-turn lane, sidewalk, and associated improvements at the NE corner of Bob Billings Parkway and Langston Way (collectively, “Right Turn Lane Improvements”), as shown in the Design Plans. The City agrees to pay to the Secretary a lump sum payment in the amount of \$50,000.00 to design and construct the Right Turn Lane Improvements. The Secretary will be responsible for one hundred percent (100%) of the total costs to design and construct the Right Turn Lane Improvements that exceed \$50,000.00.

(b) **Remittance of Costs.** The City shall deposit with the Secretary \$50,000.000 for the Right Turn Lane Improvements within forty-five (45) days after the Letting date.

(c) **Associated Right of Way Acquisition.** City will be responsible for appraisal and acquisition of all necessary Right of Way, to include temporary and permanent easements, for the Right Turn Lane Improvements.

(d) Utility Relocation. Any Utility adjustments for the Right Turn Lane Improvements will be subject to the provisions contained in Article II, paragraph 6, Utilities.

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 have caused this Supplemental Agreement to be signed by their duly authorized officers.

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Signatures continue on following page

IN WITNESS WHEREOF the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20__, by the governing body of DOUGLAS COUNTY, KANSAS.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Signatures continue on following page

IN WITNESS WHEREOF the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

APPROVED this ___ day of _____, 20__, by the governing body of THE CITY OF LAWRENCE, KANSAS.

ATTEST:

THE CITY OF LAWRENCE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)