

PROJECT NO. 23 TE-0372-01
TEA-T037(201)
TRANSPORTATION ENHANCEMENT PROJECT
RESTORATION OF HISTORIC BREEZEDALE MONUMENTS
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, is by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Lawrence, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated January 13, 2014 for restoration of the Historic Breezedale Monuments in Lawrence, Kansas (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to reflect the maximum amount of federal funds allowed for the Project and to remove federal audit provisions that do not apply to the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 4 of the Original Agreement, Article II, paragraph 4 be replaced in its entirety to read as follows:

4. **Payment of Costs.** The Secretary agrees 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 \$94,662.40 for the Project. 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 exceed \$118,328.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

2. On page 10 of the Original Agreement, Article III, paragraph 19, be replaced in its entirety to read as follows:

19. **Financial Obligation.** The City will 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 \$118,328.00 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 exceed \$118,328.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

3. On pages 10 and 11 of the Original Agreement, Article III, paragraphs 20, 23, and 25 be removed in their entirety.

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.

ATTEST:

THE CITY OF LAWRENCE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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