

PROJECT NO. 23-59 U-0015-01
HSIP- 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 . 2

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 December 22, 2010 for the reconstruction of Highway 59, from Harvard Road to Irving Hill Over-Pass, in Lawrence, Kansas (the “Original Agreement”).
- B. The Parties entered into a Supplemental Agreement No. 1 dated October 19, 2011 (“Supplemental No. 1”) to reflect the addition of Highway Safety Improvement Program (HSIP) funds to the Project.
- C. The Parties now desire to supplement the Original Agreement to substitute Surface Transportation Program (STP) funds with state funds resulting from the City’s exchange of its federal funds for the Project.

NOW, THEREFORE, the Parties 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 state funds and Highway Safety Improvement Program (HSIP) funds as allocated by the Secretary to the Project and City funds.

State 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 Project work to be funded through state funds 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 exceeds \$3,750,000.00 for Project work to be funded through state 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 Project work to be funded through HSIP funds 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 exceeds \$1,333,333.33 for Project work to be funded through allocated 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 17, be replaced in its entirety to read as follows:

17. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The dates indicated for the City to deposit its estimated share of the total Project expenses after the letting date will be determined based upon the City's currently available federal fund allocations; any further payment due to the Secretary to satisfy the 80/20 funding match requirement, shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

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

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

State 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 Project work to be funded through state funds 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 \$3,750,000.00 for Project work to be funded through state funds.

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 Project work to be funded through HSIP funds 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 \$1,333,333.33 for Project work to be funded through allocated HSIP funds.

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.

4. On page 8 of the Original Agreement, Article II is revised to add new paragraph 30, to read as follows:

30. The City commits a portion of the City's Federal Fiscal Year (FFY) 2014 federal fund allocations and its subsequent FFY federal fund allocations up and including FFY 2015 and the Secretary will withhold the same, to be applied as a 100% exchange at an 80/20 match level toward the total actual costs of construction (which includes all contingency items) and construction engineering for the Project that exceed the City's 20% match.

5. On page 8 of the Original Agreement, Article II is revised to add new paragraph 31, to read as follows:

31. Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and the Kansas Budget Law (K.S.A. 7925 *et seq.*) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

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