

PROJECT NO. 23 TE-0459-01
TA-T045(901)
TRANSPORTATION ALTERNATIVES PROJECT
PEDESTRIAN/BIKE PATH
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 the **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 May 23, 2018 for the construction of a pedestrian/bike underpass at the intersection of 19th Street and Iowa Street in the City (the “Original Agreement”).
- B. The Parties desire to supplement the Original Agreement to reflect an increase in the maximum federal funds allowed for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On pages 3-4 of the Original Agreement, Article II, paragraph 2, be replaced in its entirety to read as follows:

- 1. **Payment of Costs.** The Secretary agrees to reimburse the City 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 \$1,597,175.00 in TA funds, and \$271,382.00 in TEA 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 exceed \$2,335,696.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

2. On page 11 of the Original Agreement, Article III, paragraph 28, be replaced in its entirety to read as follows:

- 28. **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 \$2,335,696.00 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 \$2,335,696.00 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.

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
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer