

PROJECT NO. 18 TE-0471-01
TA-T047(101)
TRANSPORTATION ALTERNATIVES PROJECT
HIKE-BIKE TRAIL EXTENSION PHASE 2
CITY OF ARKANSAS CITY, 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 Supplemental Agreement, effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Arkansas City, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated February 9, 2021, for a Transportation Alternatives (TA) project (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in the funding responsibilities of the Parties for 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 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 11 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 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. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement 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:

CITY OF ARKANSAS CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form: