

RESOLUTION NO. 9/13/16-1

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A RESOLUTION AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT
#1 TO AN AGREEMENT WITH THE KANSAS SECRETARY OF TRANSPORTATION,
KANSAS DEPARTMENT OF TRANSPORTATION, DATED OCTOBER 12, 2012
(#176-12).
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WHEREAS, the City of Garnett, Kansas ("CITY"), and the
Kansas Secretary of Transportation, Kansas Department of
Transportation ("KDOT") are parties to an agreement dated October
12, 2012 (Agreement #176-12) addressing the construction of left
turn lanes at US-59 and Home Run Drive ("ORIGINAL AGREEMENT");
and

WHEREAS, the Parties find it necessary and desirable to
supplement the ORIGINAL AGREEMENT to increase funding; and

WHEREAS, the Supplemental Agreement No. 1, set forth in
"Exhibit A", recites the terms and conditions of such
supplementation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF GARNETT, KANSAS, that the Mayor and the City Clerk be and
they are hereby authorized and directed to execute on behalf of
the City of Garnett, Kansas, the said Supplemental Agreement No.
1, on behalf of the City of Garnett, Kansas, substantially in the
form appended to this resolution and marked "Exhibit A".

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

A T T E S T:

\_\_\_\_\_  
City Clerk

PROJECT NO. 59-2 KA-2846-01  
CONSTRUCTION  
CITY OF GARNETT, 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 Garnett, Kansas** (the "City"), **collectively**, the "Parties."

**RECITALS:**

- A. Secretary and the City entered into Agreement No. 176-12 dated October 12<sup>th</sup>, 2012, for construction of left turn lanes at US-59 and Home Run Drive (the "Original Agreement").
- B. Parties now mutually desire to supplement the Original Agreement to increasing funding.

**NOW, THEREFORE**, the Parties agree as follows:

1. On page one (1) of the Original Agreement, Article I, paragraph 1 be replaced in its entirety to read:

1. To reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$500,000.00 for the Project. In addition, the Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Preliminary Engineering, but not to exceed \$109,300.00 for the Project. Further, the Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction Engineering, but not to exceed \$75,000.00 for the Project. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by licensed professional engineer that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of Right of Way or Utility adjustments for the Project.

2. On page five (5) of the Original Agreement, Article II, paragraph 18 be replaced in its entirety to read:

18. To be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all construction contingency items) that exceed \$500,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering that exceed \$109,300.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction Engineering that exceed \$75,000.00 for the Project. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for Right of Way and Utility adjustments for the Project.

***The signature page immediately follows this paragraph.***

**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 GARNETT, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

BY: \_\_\_\_\_  
Catherine M. Patrick, P.E. (date)  
State Transportation Engineer