

PROJECT NO. 235-87 KA-0161-04
NHPP-2351(197)
INTERCHANGE IMPROVEMENTS
CITY OF WICHITA, KANSAS
SEDGWICK COUNTY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 3

This Agreement made and entered into effective the date signed by the Secretary or designee, by and among the City of Wichita, Kansas (the "City"), Sedgwick County, Kansas (the "County"), and the Secretary of Transportation of the state of Kansas, (the "Secretary"). Collectively referred to as the "Parties."

RECITALS:

- A.** The Parties entered into an Agreement dated December 5, 2012, (the "Original Agreement") for reconstruction of the I-235/US-54/US-400/Kellogg Avenue interchange and reconstruction of West Street interchange (Project No. 235-87 KA-0161-04).
- B.** The Parties entered into a Supplemental Agreement No. 1 dated October 5, 2015 to add responsibilities for the Secretary and the City regarding certain waterline relocations that were not contemplated under the Original Agreement.
- C.** The Parties entered into a Supplemental Agreement No. 2 dated August 22, 2016, to more accurately reflect the County's portion of the project funding.
- D.** The Parties mutually desire to further supplement the Original Agreement to add the responsibilities regarding an abandoned railroad bridge on the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 7 of the Original Agreement, Article IV, THE PARTIES MUTUALLY AGREE, is revised to add new paragraph 9, to read as follows:

9. With regard to the abandoned railroad bridge located over the Wichita Valley Center Floodway, south of US-54 on the Project, the Secretary agrees to not remove the bridge as required by the original Design Plans. The City assumes ownership and jurisdiction over the abandoned railroad bridge and will at its own costs and expense, maintain, including snow removal if required by law, and make ample provisions for maintenance. If the Secretary, in the Secretary's sole judgment determines that continued use of the bridge is or will interfere with KDOT's use of its Right of Way, Right of Way is needed for future phases of the Project, or the bridge is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the bridge and restore the KDOT Right of Way. The City also agrees, to the extent permitted by law, to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives as well as the County and the County's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the abandoned railroad bridge by the City, the City's employees, agents, subcontractors or its consultants.

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 WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

Approved As To Form

Misha C. Jacob-Warren

Kansas Department of Transportation
Secretary of Transportation

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