

PROJECT NO. 87 TE-0433-01
TA-T043(301)
TRANSPORTATION ALTERNATIVES PROJECT
MULTI-USE PATHWAY
SEdgeWICK 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 . 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 **Sedgewick County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated September 8, 2017 for a multi-use pathway (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in the federal funding.

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.**

- a. 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, but not to exceed \$615,469.00 in MPO-TA 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 \$769,336.00 in MPO-TA funds for the Project.
- b. The Secretary also 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, but not to exceed \$484,531.00 in ACTA 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) that exceed \$605,664.00 in ACTA funds for the Project.
- c. 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 County 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 \$1,375,000.00 for the Project. The County agrees to be responsible for one hundred percent (100%) of the total actual costs of the Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,375,000.00 for the Project. Further, the County 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 County 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.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

Board of County Commissioners
Of Sedgwick County

Kelly B. Arnold (Date)
County Clerk

David M. Unruh
Chairman, First District

(SEAL)

Approved as to Form:

Michael L. Fessinger
Assistant County Counselor

Kansas Department of Transportation
Secretary of Transportation

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