

PROJECT NO. 87 TE-0434-01
STP-T043(401)
MULTI-USE PATHWAY
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 . 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 **Sedgwick County, Kansas** ("County"), collectively, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated June 14, 2018 for a multi-use pathway from Derby to Mulvane Pathway (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in federal funding available 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, but not to exceed \$362,500.00 in FFY 2019 TA funds, \$16,167.00 in FFY 2020 ACTA funds, and \$461,566.00 in FFY 2021 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) and Construction Engineering that exceed \$1,050,292.00 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 8 of the Original Agreement, Article III, paragraph 14, be replaced in its entirety to read as follows:

14. **Inspections.** The County is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the County or the Consultant. The Secretary does not undertake for the benefit of the County, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The County will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a

minimum. The County may set additional clothing requirements for adequate visibility of personnel.

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:

SEDGWICK COUNTY, KANSAS

Kelly B. Arnold (Date)
County Clerk
(SEAL)

David T. Dennis, Chairman
Third District Commissioner

Approved as to Form:



Michael L. Fessinger
Assistant County Counselor

Kansas Department of Transportation
Secretary of Transportation

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