

AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
MT. TABOR ROAD MULTIMODAL IMPROVEMENTS
SC-628-2000001985/SYP ITEM # 07-03721.00
SUPPLEMENTAL AGREEMENT NO. 02

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government (RECIPIENT) acting as an amendment to that Agreement entered into between the parties dated August 3, 2020,

WHEREAS, on August 3, 2020, the parties hereto entered into an agreement for the Mt. Tabor Road Multimodal Improvements Project, and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Budget and Scope of Work of Agreement numbered SC-628-2000001985 is hereby modified as show on Attachment A;
2. All other terms and conditions of SC-628-2000001985 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

Kentucky Transportation Cabinet:

Approved as to form & legality:

Commonwealth of Kentucky

Attorney

Jim Gray, Secretary

Date: _____

Date: _____

Lexington-Fayette Urban County Government

Approved as to form & legality:

Attorney

Linda Horton

Mayor

Date: _____

Date: 3/10/2023

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET**

Scope of Work:

Recipient UEI: **VM1GLHWZXA96**

Construction activities for widening and improving the vertical alignment, adding curb and gutter, upgrading the storm water collection system, adding bike lanes, and adding sidewalks along Mt. Tabor Road between Patchen Drive and Richmond Road Service Road.

Budget:

		Federal Funds (CMAQ and SLX)	Local Funds	State Match	Total
Original MOA (August 3, 2020)	Utility Phase Funding: LPA Program# 1022201U	\$80,192.00	\$20,048.00	-	\$100,240.00
	Utility Phase Funding: Cabinet Program# 1022202U	\$8,019.00	-	\$1,603.80 (toll credits)	\$8,019.00
	Construction Phase Funding: LPA Program# 1022201C	\$1,015,808.00	\$253,952.00	-	\$1,269,760.00
	Construction Phase Funding: Cabinet Program# 1022202C	\$274,000.00	-	\$54,800.00 (toll credits)	\$274,000.00
Supplemental Agreement No. 1 (March 28, 2022)	Utility Phase Funding: LPA Program# 1022201U	-\$80,192.00	-\$20,048.00	-	-\$100,240.00
	Utility Phase Funding: Cabinet Program# 1022201U	-\$8,019.00	-	-\$1,603.80 (toll credits)	-\$8,019.00
	Construction Phase Funding: LPA Program# 1022201C	+\$80,192.00	+20,048.00	-	+\$100,240.00
	Construction Phase Funding: Cabinet Program# 1022202C	-\$172,419.00	-	-\$54,800.00 (toll credits) +\$25,395.25 (state funds)	-\$172,419.00
Supplemental Agreement No. 2 (Current)	Construction Phase Funding: LPA Program# 1022201C	+\$408,000.00 (SLX)	+\$102,000.00	-	+\$510,000.00
Utility Phase Total for LPA		\$0.00	\$0.00	-	\$0.00
Utility Phase Total for Cabinet		\$0.00	-	\$0.00	\$0.00
Construction Phase Total for LPA		\$1,504,000.00	\$376,000.00	-	\$1,880,000.00
Construction Phase Total for Cabinet		\$101,581.00	-	\$25,395.25	\$126,976.25

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

ATTACHMENT B

ATTACH A RESOLUTION HERE

A resolution authorizing the Mayor or Judge/Executive to sign this agreement is necessary if funds are being added or removed from a project or the original terms and conditions are being altered.

**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE FORM**

If the Person in Responsible Charge has changed since the execution of the original MOA, please attach a new form as Attachment C.

The form can be accessed at: <https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%203%20-%20Person%20in%20Responsible%20Charge%20Form.docx>.

If a new form is unnecessary, no Attachment C will be required with this Supplemental Agreement.

R-349-2020

C-066-2019

PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Scott Gabbard, P.E.	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: sgabbard@lexingtonky.gov	Phone: 859 258-3437
Signature: <i>Scott Gabbard</i>	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit this form within 7 days of the change.

Linda Gorton
Linda Gorton, Mayor

9/20/21
Date