

**AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND THE
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
SC-628-2300000532
SYP ITEM # 07-03038.00
SUPPLEMENTAL AGREEMENT NO. 1**

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington Fayette Urban County Government acting as an amendment to that Agreement entered into between the parties dated October 6, 2022.

WHEREAS, on October 6, 2022, the parties hereto entered into an agreement for the Alumni Drive Shared Use Path 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-628-2300000532 is hereby modified as show on Attachment A;
2. The Terms and Conditions of the Agreement numbered SC-628-2300000532 are hereby extended to December 31, 2026.
3. All other terms and conditions of SC—628-2300000532 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
Transportation Cabinet

Jim Gray, Secretary
Transportation Cabinet

Date: _____

Date: _____

Lexington Fayette County Government:

Approved as to form & legality:

Attorney

Mayor

Date: _____

Date: _____

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET**

Scope of Work:

UEI number: VM1GLHWZXA96

PE, environmental and design engineering activities for construction of a shared use path along Alumni Drive from Tates Creek to New Circle Road

Budget:

		Federal Funds (TAP)	Local Funds	State Match	Total
Original MOA (October 6, 2022)	Design Phase Funding: Recipient Program# 1552201D	\$177,000.00	\$44,250.00	-	\$221,250.00
	Design Phase Funding: Cabinet Program# 1552202D	\$17,700.00	-	\$4,425.00	\$22,125.00
Supplemental Agreement No. 1 (Current)	Design Phase Funding: Recipient Program# 1552201D	+\$263,000.00	+\$65,750.00	-	+\$328,750.00
Design Phase Total for Recipient		\$440,000.00	\$110,000.00	-	\$550,000.00
Design Phase Total for Cabinet		\$17,700.00	-	\$4,425.00	\$22,125.00

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. An acceptable Resolution shall contain the **project name, description, and amount of funds being provided by the Agreement.** If the Resolution does not contain this information, the Agreement will be returned to the Recipient for correction.

An example resolution can be found at:

<https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%202%20-%20Sample%20Resolution.pdf>

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.