

PROJECT NO. _____
FEIN TAX NO. _____

KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROJECT AGREEMENT

PARTIES: **Debra L. Miller**, Secretary of Transportation, Department of Transportation for the State of Kansas (Secretary)
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Overland Park Police Department (Project Applicant)

PURPOSE: To promote highway safety improvement. This highway safety improvement is identified as Project No. _____, located at Overland Park, KS, hereinafter referred to as the Project, and further identified by the Application for Highway Safety Project Contract, Special Attachment No. 1, which is incorporated by reference and made a part of this Agreement.

EFFECTIVE DATE: The Parties shall be mutually obligated to perform in accordance with this Agreement as of the 1st day of March, 2007.

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1. To reimburse the Project Applicant for the work completed and actual costs incurred for commodities in the performance of this Agreement in an amount not to exceed a total price of \$_____, as provided in Schedule B, which is incorporated by reference and made a part of this Agreement.
2. To make payments to the Project Applicant at intervals of not less than one calendar month.

Article II - THE PROJECT APPLICANT AGREES:

1. To furnish the necessary personnel, facilities, and such other professional services as may be required to fulfill the work identified and described in the Project.
2. To begin the Project upon receipt from the Secretary written notice to proceed and shall execute the Project to completion on or before May 30, 2007.
3. To prepare and deliver to the Secretary during and upon completion of the Project all reports as required.
4. To pay actual project costs prior to any reimbursement claim to the Secretary and submit, at a minimum, reimbursement invoices to the Secretary after costs have been incurred.
5. That funds provided under this Agreement shall not supplant any activity or expenditure provided for by Project Applicant's current budget.
6. To maintain accounting records, which shall be made available at all reasonable times during the agreement period and for three years from the date of the final payment.
7. **[Include opening clause when PA is a governmental entity only.]** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Project Applicant shall save and hold

harmless the Secretary from all damages to persons or property caused by the Project Applicant, his agents, employees, or subcontractors, which may result from their operations in connection with this highway safety project and this Agreement.

Article III - THE PARTIES AGREE:

1. That the services to be performed by the Project Applicant are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

2. That the Secretary shall at all reasonable times have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

3. The Project Applicant, by acceptance of this Agreement, acknowledges that the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement as set forth in the Federal O.M.B. Circular A-133, Audits of State and Local Governments, attached hereto and made a part of this Agreement. The Secretary and the Project Applicant agree that as the Single Audit Report becomes available for the reimbursement period, that the Secretary will review it for items which are declared as not eligible for reimbursement. If such non-eligible-for-reimbursement items are subsequently found by audit, the Project Applicant will refund to the Secretary the total amount paid for same.

4. That the Project Applicant may be allowed one, 90-day extension upon showing good reason and submitting his request to the Secretary in writing 30 days prior to the completion date. This extension must have the concurrence of the appropriate federal agency.

5. Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

6. That this Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Applicant shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination. The parties further agree that termination due to Project Applicant's default shall result in forfeiture of any retainage of compensation due the Project Applicant as of the day of termination.

7. The provisions found in the Contractual Provisions Attachment, Special Attachment No. 2 (form DA-146a) are incorporated into this Agreement and made a part hereof.

8. **[Include in Agreements involving federal funds.]** Special Attachment No. 3, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

9. The KDOT Information Sheet, Special Attachment No. 4, is incorporated by reference and made a part hereof.

10. The Certification of the Project Applicant, Special Attachment No. 5, is incorporated by reference and made a part hereof.

11. **[Include in Agreements involving federal funding equal to or greater than \$100,000.]** The Certification for Federal-Aid Contracts and accompanying Disclosure of Lobbying Activities, Special Attachment No. 6, is incorporated by reference and made a part hereof.

12. **[Include in Agreements with nongovernmental entities.]** The Certification for Contractual Services with Current Legislator or

Legislator's Firm, Special Attachment No. 7, is incorporated by reference and made a part hereof.

13. This Agreement shall be binding upon the parties hereto and their successors and assigns.

14. It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Authorizing Official

KANSAS DEPT. OF TRANSPORTATION

Signature

Secretary of Transportation
for the State of Kansas

Project Director (Sheriff/Chief)

Signature



Revised 01/19/2007