



# AGENDA SPECIAL CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS  
January 27, 2026 7:00 PM



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I. **CALL TO ORDER:** Mayor Jim Benage

II. **ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Brandon McIntosh \_\_\_\_ Mike Proctor \_\_\_\_

III. **READING BY CITY ATTORNEY:** The written request for special meeting is read, and entered at length in the minutes.

A. Request for Special Meeting on 1-27-2026

IV. **NEW BUSINESS**

A. **Consideration of Supplemental Agreement No. 2 with the Kansas Department of Transportation (KDOT) to reflect an increase in the maximum federal funds allowed for the reconstruction of Woodlawn at \$7,794,784.57 and to add provisions related to an installment schedule.**

**Action:** Motion to (Approve / Deny / Table) Supplemental Agreement No. 2 with KDOT to increase the maximum federal funds for the reconstruction of Woodlawn to \$7,794,784.57, add provisions related to an installment schedule, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

B. **Consideration of a Construction Engineering Supplemental Agreement No. 3, Work Estimate Form, with the Kansas Department of Transportation (KDOT) and Garver LLC., for the reconstruction of Woodlawn, with a total estimate of \$1,399,012.83.**

**Action:** Motion to (Approve / Deny / Table) Construction Engineering Supplemental Agreement No. 3, Work Estimate Form, with KDOT and Garver LLC., for the reconstruction of Woodlawn, with a total estimate of \$1,399,012.83, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

C. **Consideration of An Executive Session**

**Action:** Motion to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, Neil Gosch, and Katherine Chlumsky. The meeting will be for a period of (\_\_\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_) p.m.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**V. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**Notice to the Public:**

*Between 6:30 p.m. and 7:00 p.m., just before the meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be in the Council Chambers or the City Hall lobby. Everyone is welcome in these areas during those times. A video of this meeting can be streamed at [www.belaireks.gov](http://www.belaireks.gov) and on YouTube.*



# REQUEST FOR A SPECIAL CITY COUNCIL MEETING



January 26, 2026

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THE HONORABLE JIM BENAGE,  
MAYOR OF THE CITY OF BEL AIRE:

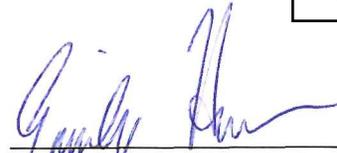
We, the undersigned council members of the City of Bel Aire, Kansas, hereby respectfully request you to call a special meeting of the Bel Aire City Council to be held at the Bel Aire City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas, on **Tuesday, January 27, 2026 at 7:00 p.m.**, for the purpose of:

- A. Consideration of Supplemental Agreement No. 2 with the Kansas Department of Transportation (KDOT) to reflect an increase in the maximum federal funds allowed for the reconstruction of Woodlawn at \$7,794,784.57 and to add provisions related to an installment schedule.
- B. Consideration of a Construction Engineering Supplemental Agreement No. 3, Work Estimate Form, with the Kansas Department of Transportation (KDOT) and Garver LLC., for the reconstruction of Woodlawn, with a total estimate of \$1,399,012.83.
- C. An executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Katherine Chlumsky.

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\_\_\_\_\_  
Greg Davied

  
\_\_\_\_\_  
Tyler Dehn

  
\_\_\_\_\_  
Emily Hamburg

\_\_\_\_\_  
Brandon McIntosh

  
\_\_\_\_\_  
Mike Proctor

Pursuant to a Request for a Special Council Meeting dated **January 26, 2026**, and signed by at least three (3) members of the Council, I hereby call a Special Meeting of the Governing Body of Bel Aire, Kansas, pursuant to Bel Aire City Code 2.1.5, to be held at the time, place, and purpose as specified in the above request.

  
\_\_\_\_\_  
Jim Benage, Mayor

*[Remainder of this Page Intentionally Left Blank]*



# AGENDA SPECIAL CITY COUNCIL MEETING



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January 27, 2026 at 7:00 PM

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Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

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City of Bel Aire, Kansas

# STAFF REPORT

DATE: 1/23/26  
TO: City Council  
FROM: Ted Henry, City Manager  
SUB: Woodlawn Reconstruction



## SUMMARY

Two items on the agenda relate to the reconstruction of Woodlawn.

In August 2025, Professional Engineering Consultants (PEC) submitted a design plan to reconstruct Woodlawn to the Kansas Department of Transportation (KDOT) for review. The design calls for the excavation of approximately two feet below the existing roadway and rebuilding the road between 45th Street and Quail Ridge. In addition, an underground drainage system is called for to redirect and channel groundwater away from the roadbed.

For the segment between Quail Ridge and 37th Street, the engineering plans call for installing a similar drainage system outside the existing curb and gutter and across low points in the roadway, followed by milling and overlaying the surface with new asphalt.

The first agenda item relates to financing and how the additional costs will be paid. Under the agreement, KDOT will initially carry the cost of reconstruction until the project is completed. The City will then reimburse KDOT over a 10-year period, as set forth in this agreement.

The City is currently engaged in active litigation to recover costs associated with these reconstruction efforts, which are necessary to ensure the long-term durability of Woodlawn.

Costs included in KDOT’s Supplemental Agreement are as follows:

Reconstruction:	\$4,794,784.57
CE/Inspection:	\$1,399,012.83
Contingency	\$1,600,987.17
Total	\$7,794,784.57

The second agenda item is the approval of the inspection costs noted above.

The original Construction Engineering/Inspection agreement is a three-party agreement. As such, the City of Bel Aire is required to approve and execute the order.

PROJECT NO. 87 N-0678-01  
STP-N067(801)  
ROAD IMPROVEMENTS  
CITY OF BEL AIRE, KANSAS

## S U P P L E M E N T A L   A G R E E M E N T   N o . 2

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 the **City of Bel Aire, Kansas** (“City”), collectively, the “Parties.”

### R E C I T A L S :

- A. The Parties entered into an Agreement (Agreement No. 120-18) dated November 1, 2018, for roadway reconstruction (the “Original Agreement”).
- B. In December 2020, the Parties mutually desired to supplement the Original Agreement by Supplemental Agreement No. 1 (SA1) to reflect an increase in the maximum federal funds allowed for the Project and make other necessary contract revisions.
- C. The Parties now mutually desire to supplement the Original Agreement to reflect an increase in the maximum federal funds allowed for the Project and to add provisions applicable to an installment schedule.
- D. The Parties therefore mutually desire to supplement the Original Agreement by this Agreement (SA2) to restate the necessary contract revisions desired in SA1 and to increase the maximum federal funds available for the Project.

**NOW, THEREFORE**, the Parties agree as follows:

1. On page 4 of the Original Agreement, Article III, paragraph 3, be replaced in its entirety to read as follows:
  3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current version of KDOT’s Local Projects LPA Project Development Manual or an equivalent City manual that the City certifies meets the provisions of the KDOT Local Projects LPA Project Development Manual, Bureau of Local Project’s (BLP’s) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design’s road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform

Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

2. On page 6 of the Original Agreement, Article III, paragraph 9(b), be replaced in its entirety to read as follows:

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project.

3. On page 6 of the Original Agreement, Article III, paragraph 9(c), be replaced in its entirety to read as follows:

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

4. On pages 8 - 9 of the Original Agreement, Article III, paragraph 14, be replaced in its entirety to read as follows:

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT 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 City or the Consultant. The Secretary does not undertake for the benefit of the City, 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 City 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 City may require additional clothing requirements for adequate visibility of personnel.

5. On page 9 of the Original Agreement, Article III, paragraph 15(b), be replaced in its entirety to read as follows:

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

6. On page 10 of the Original Agreement, Article III, paragraph 21, be replaced in its entirety to read as follows:

21. **Payment of Final Billing.** If any payment not related to the Woodlawn reconstruction change order as stated in Article V, paragraph 2, is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

7. On page 10 of the Original Agreement, Article III, paragraph 22, be replaced in its entirety to read as follows:

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

8. On page 10 of the Original Agreement, Article IV, paragraph 3, be replaced in its entirety to read as follows:

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

9. On page 11 of the Original Agreement, under Article IV, new paragraph 7, be added to read as follows:

7. **Prohibited Use of Certain Technologies.** All Parties agree to comply with 2 CFR 200.216 and 2 CFR 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment,

services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

10. On page 11 of the Original Agreement, under Article IV, new paragraph 8, be added to read as follows:

8. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11. On page 11 of the Original Agreement, under Article IV, new paragraph 9, be added to read as follows:

9. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

12. On page 11 of the Original Agreement, new Article V, be added to read as follows:

## ARTICLE V

### FUNDING:

1. **Funding.** The table below, excluding costs related to the Woodlawn reconstruction change order as stated in Article V, paragraph 2, reflects the estimated funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items.

The total estimated project cost is \$7,212,741.00.

Party	Responsibility	Total Projected Contribution (\$)
Secretary	FFY 2020 HIF funds: 80% of Actual Costs of Construction; Total Contribution to Actual Costs of Construction from this funding source not to exceed \$550,000.00	550,000.00
	FFY 2020 STP funds: 80% of Actual Costs of	5,029,150.00

	Construction and Construction Engineering (CE); Total Contribution to Actual Costs of Construction and CE from this funding source not to exceed \$5,029,150.00	
City	20% of Actual Costs of Construction until Secretary's funding limit from FFY 2020 HIF funds is reached  20% of Actual Costs of Construction and CE until Secretary's funding limit from FFY 2020 STP funds is reached  100% of Total Actual Costs of Construction and CE after Secretary's funding limit from FFY 2020 HIF funds and FFY 2020 STP funds are reached  100% of Costs of *Preliminary Engineering (PE), Right of Way, and Utility Adjustments  100% of Non-Participating Costs  *Any PE costs incurred by KDOT will be the responsibility of KDOT	
Total Estimated Project Cost		7,212,741.00

2. **Woodlawn Reconstruction Change Order.** The Secretary will pay for the City's estimated cost of the change order and the additional inspection costs in the amount of \$7,794,784.57 with state funds and in return the City shall reimburse the Secretary annually over a 10-year period beginning March 15th following receipt of the final statement of cost. The annual payment received on or before March 15th each year shall be in an amount greater than or equal to 1/10th of the amount due on the final statement of cost.
13. **Counterparts.** This Supplemental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**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:

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Agreement No. Section IV, Item A.  
Supplemental No. 2 to  
Agreement No. 120-18  
Project No. 87 N-0678-01  
Bureau of Local Projects

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**WORK ESTIMATE FORM**  
**Cost plus Net Fee**

Date 12/31/2025

Consultant's Name Garver, LLC (Project # 19C07000.2) Project No. ~~087 N-0685-01~~ **87 N-0678-01**  
 Mailing Address 1995 Midfield Dr County/City Sedgwick/Bel Aire  
Wichita, KS 67206  
 Dates 300 Working Days

Work Estimate No. Supplemental #3 CMS Contract No. 017221014

Project Location Woodlawn Avenue from 37th to 45th

Name of Project Manager	<u>Patrick Herman</u>	Phone Number	<u>316-207-5239</u>
Name of Project Coordinator	<u>Richard Milner</u>	Phone Number	<u>316-737-0914</u>
Name of Chief Inspector	<u>Eric Strecker</u>	Phone Number	<u>316-305-5379</u>
Name of Secondary Inspector	<u>Kyler Ammann</u>	Phone Number	<u>785-466-6851</u>

1. Pre-construction preparation	Eng(s) &/or Mang.	<u>20 @</u>	<u>\$64.60 =</u>	\$1,292.00
	Techn(s)	<u>40 @</u>	<u>\$34.65 =</u>	\$1,386.00
	Coordinator(s)	<u>40 @</u>	<u>\$47.53 =</u>	\$1,901.20
	Clerical	<u>5 @</u>	<u>\$25.00 =</u>	\$125.00
	Subtotal			<u>\$4,704.20</u>

2. Field Inspection daily contract documents	Eng(s) &/or Mang.	<u>680 @</u>	<u>\$64.60 =</u>	\$43,928.00
	Insp (Lead)	<u>4080 @</u>	<u>\$34.65 =</u>	\$141,372.00
	Insp (2nd)	<u>3600</u>	<u>\$31.43</u>	\$113,148.00
	Coordinator(s)	<u>680 @</u>	<u>\$47.53 =</u>	\$32,320.40
	Clerical	<u>136 @</u>	<u>\$25.00 =</u>	\$3,400.00
Subtotal				<u>\$334,168.40</u>

3. On-site Testing	Eng(s) &/or Mang.	<u>30 @</u>	<u>\$64.60 =</u>	\$1,938.00
	Techn(s)	<u>600 @</u>	<u>\$34.65 =</u>	\$20,790.00
	Coordinator(s)	<u>90 @</u>	<u>\$47.53 =</u>	\$4,277.70
	Clerical	<u>30 @</u>	<u>\$25.00 =</u>	\$750.00
Subtotal				<u>\$27,755.70</u>

4. Surveying	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
	Techn(s)	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
	Coordinator(s)	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
	Clerical	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
Subtotal				<u>\$0.00</u>

5. Final Paper Preparation	Eng(s) &/or Mang.	<u>16 @</u>	<u>\$64.60 =</u>	\$1,033.60
	Techn(s)	<u>640 @</u>	<u>\$34.65 =</u>	\$22,176.00
	Coordinator(s)	<u>320 @</u>	<u>\$47.53 =</u>	\$15,209.60
	Clerical	<u>5 @</u>	<u>\$25.00 =</u>	\$125.00
Subtotal				<u>\$38,544.20</u>

Total Direct Payroll Costs \$405,172.50

Exhibit B-1

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	<u>746</u> @	<u>\$64.60</u> =	\$48,191.60
Insp (lead)	<u>5360</u> @	<u>\$34.65</u> =	\$185,724.00
Insp (2nd)	<u>3600</u>	<u>\$31.43</u>	\$113,148.00
Coordinator(s)	<u>1130</u> @	<u>\$47.53</u> =	\$53,708.90
Clerical	<u>176</u> @	<u>\$25.00</u> =	\$4,400.00
Total Direct Payroll Costs			\$405,172.50
B. Salary Related Overhead	<u>190.11</u> %		\$770,273.44
C. Total Payroll plus Overhead			\$1,175,445.94
D. Net Fee			\$176,316.89
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	<u>          </u> @	<u>          </u> =	\$0.00
Mileage	miles	\$0.70/mile	
Auto	<u>          </u> @	<u>          </u>	\$0.00
Pickup	<u>67500</u> @	<u>\$0.700</u>	\$47,250.00
Postage	<u>          </u> @	<u>          </u>	\$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	<u>          </u> @	<u>          </u>	\$0.00
Equipment Rental (Details \$500 +)	<u>          </u> @	<u>          </u>	\$0.00
Total Other Direct Expenses			<u>\$47,250.00</u>
TOTAL COST PLUS NET FEE ESTIMATE			<u>\$1,399,012.83</u>

Consultant Representative  Date 1/5/2025

LPA Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Approving KDOT Representative \_\_\_\_\_ Date \_\_\_\_\_