

PROJECT NO. KA-4773-01
US-169/K-7 CORRIDOR STUDY IN JOHNSON COUNTY

INTERLOCAL COOPERATIVE AGREEMENT

PARTIES:

This Interlocal Cooperative Agreement for the US-169/K-7 Corridor Management Plan is by and between the City of Olathe, Kansas (“Olathe”), the City of Spring Hill, Kansas (“Spring Hill”), and Johnson County, Kansas (“Johnson County”), collectively referred to as the “**Corridor Members**” or “**Funding Sponsors**”, and the Secretary of Transportation, Kansas Department of Transportation (KDOT) (“**Secretary**”), collectively referred to as the “Parties.”

RECITALS:

- A. Under K.S.A. §§ 68-404(g), 68-407, and 12-2901, *et seq.*, the Parties are authorized to enter into agreements with one or more public or private agencies for joint or cooperative action in the interest of mutual advantage.
- B. The Parties have a mutual interest in orderly, quality, and sustainable development within the US-169/K-7 Corridor to promote economic development as well as safe and efficient access to the mainline of the highway and to maximize the nature, location, and density of adjacent land uses.
- C. In service of this mutual interest, the Parties desire to cooperate in the undertaking of a corridor management study and subsequent corridor management plan.

ARTICLE I: DEFINITIONS

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Corridor**” means the US-169/K-7 Corridor, consisting of US-169/K-7 from the Miami/Johnson County Line to I-35.
- 3. “**Consultant**” means any engineering firm or other entity retained to perform consulting or design services for the Study.

4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745
6. **“Plan”** means a Corridor Management Plan, a guide for managing access and land use jointly within the Corridor's limits as determined and created from the results of the Study.
7. **“Reports”** means formal documents that detail or summarize information analyzed, generated, or gathered for the Study. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in K.S.A. (2012 Supp.) 74-7003(a), is considered a Report.
8. **“Secretary”** means the Secretary of Transportation of the State of Kansas, the Secretary’s successors and assigns, and the Secretary’s designee.
9. **“Study”** means all phases and aspects of the corridor management study to be undertaken by the Secretary or its Consultant, as and when authorized by the Secretary, and as further defined by the estimated scope of services attached to this Agreement as Exhibit A.

ARTICLE II: PURPOSE, GOALS & EXPECTATIONS

1. **Purpose.** The purpose of this Agreement is to declare the “Parties” mutual intentions to cooperate in good faith to improve the US-169/K-7 Corridor to the advantage of the Parties and the traveling public through the completion of a corridor management study.

2. **Goals.** The Parties desire to cooperatively participate in a corridor management study of the US-169/K-7 Corridor ("Study"), and through the course of that Study, prepare a corridor management plan (“Plan”) with the following goals:

- a. Serve as a framework for future potential highway enhancements.
- b. Describe and identify access management objectives for the Corridor.
- c. Promote effective interconnectivity of the local street/road network with US-169/K-7
- d. Benefit the traveling public.
- e. Enhance the management of the Corridor by improving safety and traffic operations, and by encouraging uniformity in the management of the Corridor.
- f. Protect the integrity of the Corridor, support overall economic development, and balance the needs of the public highway system with the interests of individual property owners.

- g. Promote safe and efficient access to US-169/K-7 and encourage orderly land, utility, and roadway development.

3. **Good Faith.** The Parties reasonably expect the identified interests and goals as defined in this Agreement to be upheld and implemented by one another in good faith.

4. **Access Points.** The Parties understand and agree that in order to satisfy the interests and accomplish the goals of the Agreement, it may be necessary to: remove or consolidate points of access to US-169/K-7; utilize alternate access points; and/or require construction of private access roads.

5. **Reasonable & Necessary Steps.** The Parties mutually agree to take steps reasonable and/or necessary to advance the purpose and goals of this Agreement, including but not limited to the following:

- a. The Corridor Members, together with KDOT, will serve as the decision-making body and participate cooperatively in discussions regarding the Study.
- b. The Parties will share information, resources, and decision-making responsibilities with each other regarding the Study, and in the management of the Corridor.
- c. The Parties agree to cooperatively implement the Plan developed through their participation in this Study.

6. **Access to Right of Way.** Each Party agrees to grant to the Secretary, the Consultant, and their agents or employees, access to any land owned or controlled by that Party as needed for the Study and to execute permits, licenses, resolutions, ordinances, or conveyances as may be necessary to pursue the goals of this Agreement. All right of way provided or permitted under this Agreement shall be used for Study or public highway purposes only.

ARTICLE III: RESPONSIBILITIES OF THE SECRETARY

1. **Administration by KDOT.** This Study will be undertaken and overseen by the Secretary. The Secretary will retain a Consultant to perform the Study pursuant to the terms and conditions of a corridor management consultant contract and the terms of this Agreement. An estimated scope of services is attached to this Agreement as Exhibit A. The Secretary shall administer payments to the Consultant, including any portions of costs borne by the Funding Sponsors, in amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing and documentation of approval by a licensed professional engineering employed by the Secretary that the Study is being conducted within substantial compliance of the agreed upon scope.

2. **Financial Contribution.** The Secretary shall use the amounts provided by the Funding Sponsors towards the overall cost of the Project. Any remaining costs shall be paid for by the Secretary, not to exceed the Secretary's maximum financial participation of four hundred fifty thousand dollars (\$450,000.00).

3. **Standards & Specifications.** The Secretary will require the recommendations provided by the Consultant as a result of the Study be in conformity with the state and federal design criteria appropriate for the Study in accordance with the AASHTO A Policy on Geometric Design of Highways & Streets, 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 Traffic Engineering'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 required by the Secretary, and with the rules and regulations of the FHWA pertaining to the Study.

4. **Indemnification by Consultant.** The Secretary will require the Consultant to indemnify, hold harmless, and save the Parties and the Secretary from personal injury and property damage claims arising out of the acts or omissions of the Consultant, the Consultant's agent, subconsultants or subcontractors, or supplies. If any Party or Parties are required to defend a third party's claim, the Consultant shall indemnify that Party or Parties for damages paid to the third party and all related expenses that the Party or Parties incur in defending the claim.

ARTICLE IV: RESPONSIBILITIES OF THE FUNDING SPONSORS

1. **Financial Contribution.** The table below reflects the funding commitments of the Parties.

Party	Responsibility
Secretary	0% of the Participating Costs of Preliminary Engineering (PE) up to the Funding Sponsors collective funding limit of \$201,000 100% of the Participating Costs of PE after the collective funding limit of \$201,000 is reached and up to the Project maximum of \$651,000 0% of the Participating Costs of PE after the Project maximum of \$651,000 is reached

City of Olathe City of Spring Hill Johnson County	100% of the Participating Costs of Preliminary Engineering (PE) up to the Funding Sponsors collective funding limit of \$201,000 (\$67,000 each) 0% of the Participating Costs of PE after the collective funding limit of \$201,000 is reached and up to the Project maximum of \$651,000 100% of the Participating Costs of PE to be divided equally by the Funding Sponsors after the Project maximum of \$651,000 is reached
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2. **Remittance of Shares.** The Funding Sponsors agree to deposit with the Secretary their respective shares of the costs of the Study within sixty (60) days of the Effective Date of this Agreement.

ARTICLE V: GENERAL PROVISIONS

1. **Incorporation of Documents.** The final Reports and Study and any other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Individual Capacity.** Each Party and Funding Sponsor enters into this Agreement is doing so in its individual capacity. This Agreement does not grant any rights to any party except that explicitly stated herein. Nothing in this Agreement shall be deemed to create or give rise to any right of action or in any liability to, or any third party claiming to have suffered a loss, damage, or injury by virtue of any alleged failure to either party hereto to comply with the terms of this Agreement. It is mutually agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the Parties.

3. **Legal Authority.** By signature on this Agreement, the signatory for each signing Party certifies he or she has legal and actual authority as representative and agent for that Party to enter into this Agreement on its behalf. The Parties agree to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

4. **Authorization of Secretary.** The Secretary is authorized by the Parties to take such steps that are reasonably deemed necessary or advisable by the Secretary for the purpose of securing benefits of state aid for this Study and to undertake the Study pursuant to the terms of this Agreement.

5. **Termination**. Each Party, in their individual capacity, may terminate their cooperation in this Study at any time, without cause, by providing thirty (30) days' written notice to the other Parties. If the terminating Party is a Funding Sponsor, that Funding Sponsor shall only be responsible for their portion of the costs of the Study which had been incurred up to the date of 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. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Parties shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Parties shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

7. **Civil Rights Act**. The Civil Rights Attachment pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

9. **Headings**. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

10. **Binding Agreement**. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office. The Parties shall not assign this Agreement, in whole or in part, or any right accruing under this Agreement, without the prior written approval

11. **No Third-Party Beneficiaries**. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **Counterparts**. This 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.

13. **Severability**. If any provision of this Agreement or attachments hereto 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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF OLATHE, KANSAS

CITY CLERK (Date)

MAYOR (Date)

(SEAL)

ATTEST:

CITY OF SPRING HILL, KANSAS

CITY CLERK (Date)

MAYOR (Date)

(SEAL)

ATTEST:

JOHNSON COUNTY, KANSAS

COUNTY CLERK (Date)

COMMISSIONER (Date)

COMMISSIONER (Date)

COMMISSIONER (Date)

KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION

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

Approved as to form:

INDEX OF ATTACHMENTS

1. Exhibit A – Estimated Scope of Services
2. Civil Rights Attachment
3. Contractual Provisions Attachment, Form DA-146a

Exhibit A
Scope of Services
KA-4773-01 K-7 Corridor Management Plan Update

The following scope of services describes tasks to be performed by HDR ENGINEERING, INC. (“the Consultant”) during the development of KDOT’s K-7 Corridor Management Plan Update. The project limits include Kansas Highway 7 (also designated as US-169) from 215th Street in Spring Hill, Kansas, north to the I-35/K-7 interchange in Olathe. The plan will be completed under three main phases, each roughly five months in duration:

1. Discovery
2. Envisioning
3. Recommendations

Work completed on the tasks will contribute to determining the final interim and ultimate improvement recommendations for the corridor.

TASK 1: PROJECT MANAGEMENT

The Consultant will perform project management and administrative activities, including initial project setup, internal project controls and monitoring, quality assurance/control, and monthly invoice preparation and close-out. Invoicing will occur monthly and include written progress reports.

The Consultant will coordinate one (1) kick-off meeting with KDOT and up to thirty (30) bi-weekly core-team progress meetings throughout the project duration. The Core Team will consist of KDOT staff and Consultant staff. The Consultant will provide meeting coordination, including agendas and summaries, for these meetings. The Consultant will also provide regular email and phone communications with KDOT, as necessary, assuming approximately one hour per week dedicated to ongoing communications. The Consultant will also develop an online site for file storage and transfer using Microsoft Teams/SharePoint that project partners and KDOT can access.

The Consultant will provide monthly invoices and progress reports to KDOT for the work performed.

TASK 1 ASSUMPTIONS:

- Kickoff and progress meetings will occur virtually.

TASK 1 DELIVERABLES:

- Progress reports and project invoicing (monthly)

TASK 2: PUBLIC AND STAKEHOLDER ENGAGEMENT

The Consultant will coordinate proactive community engagement activities to gather input from key stakeholders and the public. Engagement will be built around three phases:

- **Phase 1 - Discovery:** This phase will focus on data collection and analysis, during which the Consultant will begin informing the public and stakeholders about the project and upcoming opportunities for involvement.

- **Phase 2 - Envisioning:** During this phase, the Consultant will gather insight from the community about their vision for the corridor to inform the development of the recommendations.
- **Phase 3 - Recommendations:** This final phase will focus on reconnecting with the community to report on recommendations and build support for their subsequent implementation.

The following scope items will be conducted to facilitate the public engagement and stakeholder engagement throughout the three-phase process. The Consultant will manage the communications for this engagement process, including a summary of engagement activities and feedback gathered. A Public and Stakeholder Engagement Plan will be created to manage and track activities within this task.

COMMUNICATION MANAGEMENT

The Consultant will utilize a stakeholder database, such as Zoho CRM, to track participation and record public input. This database will be used to generate distribution lists for project correspondence, such as meeting invitation letters or postcards, that are distributed via e-mail or postal methods. The Consultant will generate participation rosters using the key stakeholder list developed and impacted landowner contact information obtained using GIS data.

The Consultant will work with KDOT to develop a communication protocol to standardize the process for addressing and responding to public comments. The protocol will be incorporated into the Public and Stakeholder Involvement Plan. The Consultant will submit draft responses to stakeholders and public comments to KDOT for review and approval. Approved responses will be incorporated into the talking points in the Public and Stakeholder Engagement Plan for ongoing use.

Contact information for the KDOT District 1 Public Information Officer (PIO) will be utilized on public materials. The Consultant will support KDOT in analyzing public input and sharing it with the project team for consideration and recording.

STAKEHOLDER ENGAGEMENT

The stakeholder engagement tasks will include advisory committee meetings, targeted stakeholder meetings, and meetings with legislative bodies.

Advisory Committee

The Consultant will coordinate one (1) Advisory Committee meeting per phase for a total of three (3) Advisory Committee meetings. These meetings will be used to inform, gather information, and provide updates on the project and plan to the Advisory Committee members. Members of this Committee will likely include elected officials, City staff members, law enforcement officers, first responders, representatives from community-based organizations, and members of the public, among others. The members of the K-7 Corridor Committee will also be invited to join this group.

Key Stakeholder Meetings

In addition to the Advisory Committee meetings listed above, the Consultant will schedule and facilitate meetings with up to five (5) key stakeholders for each phase, for a total of fifteen (15) meetings. The Consultant will coordinate these meetings to inform each key stakeholder of the elements from that phase and collect their feedback. These key stakeholders will include BNSF Railway and USD 230, among others. Additionally, the Consultant will attend and present at the K-7 Corridor Committee at their regularly scheduled meetings, up to three (3) times throughout the project duration.

Legislative Body Meetings

The Consultant will attend and present at up to two (2) legislative body meetings, such as City Council, County Commission, or planning commissions, each for Spring Hill, Olathe, and Johnson County, for a total of six (6) meetings.

PUBLIC ENGAGEMENT

Engagement of the public will happen using two primary methods—online engagement and public open houses.

Online Engagement

The Consultant will develop content and graphics for KDOT to post on the appropriate page of the KDOT website for each of the three engagement phases.

Online Survey(s)

The Consultant will develop up to two (2) online surveys to gather input from stakeholders, residents, and corridor users regarding existing conditions, corridor needs, and potential improvements. One of these surveys will be targeted for use in the Discovery Phase, and the other will be used in either the Envisioning Phase or the Recommendations Phase, as needed. The survey(s) will be created using an online platform, and a link will be provided for posting to the KDOT website. The Consultant will monitor survey responses as they come in and will analyze the survey results upon closing the survey. The Consultant will create a survey report with key findings as part of the engagement report.

Comment Map

The Consultant will develop an interactive comment mapping tool to collect location-specific input from the public and corridor stakeholders. This tool will allow users to place a pin on the K-7 corridor map and submit general concerns or suggestions tied to certain locations. This map will be targeted for use in the Discover Phase.

Public Open Houses

The Consultant will plan, coordinate, and facilitate up to two open houses – one during the Envisioning Phase and one during the Recommendations Phase. The open houses will provide a forum for attendees to learn about the project, speak with project representatives, and have their input recorded for consideration. The open house will be come-and-go style, allowing attendees to visit stations focused on different topics related to the project. Project staff will be available at each station to answer questions and provide additional information.

With support from KDOT, the Consultant will identify and reserve spaces for each public open house, selecting ADA-accessible venues such as a school, community center, library, or similar location along the corridor. The Consultant will create a meeting playbook for distribution to internal project staff, which will include meeting dates and locations, detailed meeting plans and run of shows, room layouts, staff contacts, and other key information.

The Consultant will collect public meeting comments, as well as meeting details such as total attendance and project representative feedback, and submit the information for KDOT review and inclusion in after-action reports.

The Consultant will develop outreach materials to advertise the public open house, including:

- Email content for KDOT to send to contacts in the stakeholder list or other contact lists as appropriate
- Content and graphics for KDOT to post on appropriate social media accounts
- Postcards mailed to residents and key businesses/stakeholders in the project area, as identified by KDOT
- Press release

With KDOT's review and approval, the Consultant will develop content and graphics for up to fifteen (15) total display boards or roll plots and two (2) handouts for each public open house. The Consultant will print these materials for use at the open houses. The Consultant will also create and print meeting collateral for the open houses and stakeholder meetings, including sign-in sheets, comment forms, directional signage, and name tags.

Display boards will serve as the static informational and educational stations for each meeting and will contain a variety of information, including approved copy, maps, photos, and graphics. The Consultant will prepare an appropriate map that clearly illustrates the preliminary concepts and potential impacts on properties. The Consultant will submit meeting material as a package for KDOT's review a minimum of four (4) weeks before the scheduled meeting dates.

ENGAGEMENT REPORT

After each of the three phases of the project is complete, the Consultant will compile the results and feedback from the after-action reports, surveys, comment map pins, meeting comments and responses, photos, and other relevant additional information into a document for final review. This report will highlight and provide a clear summary of feedback, concerns, and priorities related to the K-7 corridor. This information will be compiled into the final Engagement Report at the end of the project.

TASK 2 ASSUMPTIONS:

- Advisory Committee meetings and Public Open Houses will be in person. All other meetings will be virtual.
- Materials created by the Consultant will be created using KDOT's public involvement toolkit and templates and will follow appropriate existing branding guidelines.
- KDOT will be responsible for posting content to the website and social media accounts.
- The Consultant will provide materials for KDOT review at least four weeks in advance.
- Up to four (4) Consultant staff will participate in each advisory committee meeting.
- Up to six (6) Consultant staff will participate in each public open house.
- Handouts are expected to be two-sided, 8.5x11, and in color.
- The Consultant will develop and send meeting invitations for stakeholder and public meetings.

TASK 2 DELIVERABLES:

- Public Meeting Notifications
- Public Meeting Materials
- Online Surveys
- Website Content
- Draft and Final Engagement Report

TASK 3: TRAFFIC SAFETY REVIEW

The Consultant will conduct a safety review of the corridor to identify locations, types of crashes, users involved, and contributing circumstances. The safety review will be based on the most recent available five-year crash data at the time of analysis and will consist of the following:

- Historical Crash Summary Statistics
 - The Consultant will aggregate crashes by type, severity, roadway characteristics, environmental conditions, and contributing circumstances to identify notable trends and patterns in crashes.
- Historical Crash Location Analysis

- The Consultant will use GIS software to plot individual crash locations by severity and crash type, identifying clusters and trends.
- Network Screening
 - The Consultant will utilize the network screening tool provided by KDOT using the crash data from 2018 – 2022 to compare the relative safety of the corridor segments and intersections to similar statewide highways.
- Improvement Scenario Safety Analysis
 - The Consultant will also utilize Crash Modification Factors to estimate safety impact for improvements that involve basic intersection reconfiguration and safety treatments. CMFs will not be utilized to estimate safety impact of new interchanges due to the incompatibility of this analysis type with this improvement type.

The historical analyses will be reported in a draft and final State of Safety Technical Memorandum. The predictive crash analysis results will be incorporated into the Corridor Improvement Recommendations Technical Memorandum.

TASK 3 ASSUMPTIONS:

- KDOT will provide the following:
 - a. Crash data (most recent 5-year period)
 - b. Network screening tool output
 - c. Approved list of Crash Modification Factors for use
 - d. Road Safety Audit reports (if available for the study area)
- Individual intersection collision diagrams will not be developed
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 3 DELIVERABLES:

- Draft and Final State of Safety Technical Memorandum

TASK 4: MARKET ANALYSIS (PROVIDED BY VENDOR – CONFLUENCE)

The Consultant will perform a Market Analysis for the study area, including the trade area surrounding the corridor area. This will begin with one-on-one interviews with identified local and regional developers and brokers to gain insight into the local market, including demand and barriers to development. The Consultant may also leverage available data, such as Placer.ai and Replica data, to assess migration patterns and community development demand. By examining visitation trends, trade area maps, and cross-shopping behavior, the Consultant will set the baseline of existing conditions. The Consultant will review the initial results of the market analysis at one of the Core Team meetings, including trade area and population projections, as well as the findings from the stakeholder interviews.

The Consultant will include information gathered in a draft and final Market Analysis Technical Memorandum. This report will include a summary of the market and demographic data from U.S. Census, Esri Community Analyst, Costar, and Placer.ai; a summary of the anticipated market trends; a summary of the developer/broker interviews; a summary of population projections; and anticipated near and long-term demand estimates for residential, retail, office, and industrial growth and development.

TASK 4 ASSUMPTIONS:

- The analysis will be based on market trends and the available data.

- Interviews will be conducted virtually
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 4 DELIVERABLES:

- Draft and Final Market Analysis Technical Memorandum

TASK 5: EXISTING AND FUTURE LAND USE PROJECTIONS (PROVIDED BY VENDOR – CONFLUENCE)

The purpose of this task is to refine Task 4's anticipated growth/development demands into future land-use projections within and near the study corridor. The Consultant will conduct a preliminary analysis of the existing land uses and review relevant current City and County Comprehensive Plans (or equivalent documents), as well as other long-range plans, along with information regarding existing and proposed street and public infrastructure plans, topography, floodplains, and other physical details that may impact land use and development.

The Consultant will coordinate with Core Team staff to review current development plans and goals to gain an understanding of pending projects, roadway and infrastructure expansions, and limitations that impact future growth and development. The Consultant will seek input on the names and contact information for the property owners within the study area that the team should interview to understand short or long-term goals and preferences for future development. The Consultant Team will contact and arrange interviews with property owners within the planning boundary.

Based on the market analysis completed in Task 4 and the preliminary land-use analysis, the Consultant will develop a series of maps with two or three future land-use scenarios. These land use scenarios will be presented to the Core Team for review and to the project Advisory Committee and the public at the Open Houses. The Consultant will finalize a single future land-use assumption and map, and present it to the Spring Hill and Olathe City Councils and County Commission, as needed. Once a final future land-use assumption is identified, the insights from the market analysis in Task 4 will be used to evaluate a potential build-out horizon, informing future traffic projections.

TASK 5 ASSUMPTIONS:

- Interviews will be conducted virtually
- The Cities and Counties will provide the Consultant team with parcel data, existing infrastructure information, local mapping, and copies of their comprehensive plans and other long-range plans.
- Maps will be created using Esri and Adobe software products

TASK 5 DELIVERABLES:

- Existing Corridor Land Use Map
- Draft and Final Future Corridor Land Use Map

TASK 6: TRAFFIC PROJECTIONS

The Consultant will determine existing traffic flows for both intersection directional turning movement counts and mainline AADT volumes.

DATA COLLECTION (PROVIDED BY VENDOR – GHA)

To identify existing traffic flows, the Consultant will obtain historic 24-hour mainline counts from KDOT, as well as relevant traffic impact studies conducted recently. The Consultant will collect intersection turning movements at the following intersections:

1. K-7 / I-35 Southbound ramps
2. K-7 / I-35 Northbound ramps
3. K-7 / 154th Street
4. K-7 / 159th Street
5. K-7 / 164th Street
6. K-7 / 167th Street
7. K-7 / 175th Street
8. K-7 / 183rd Street
9. K-7 / 191st Street
10. K-7 / 199th Street
11. K-7 / Lone Elm Road
12. K-7 / 207th Street
13. K-7 / 215th Street
14. 199th St / Webster Street
15. Lone Elm Road / I-35 Southbound Ramps
16. Lone Elm Road / 159th Street
17. Lone Elm Road / I-35 Northbound Ramps
18. Lone Elm Road / 167th Street
19. Lone Elm Road / 175th Street

If any intersections have had turning movement counts collected within the past three years, the Consultant will utilize these existing counts and not conduct field data collection at those locations. The Consultant will organize the intersection counts in an Excel spreadsheet and will calculate the peak hour, peak hour factor, freight percentage, and VRU usage for each intersection for each period. These peak hour counts and existing AADT flows will be mapped out for the full corridor.

The Consultant will also obtain mode-based traffic data from the Replica data source. This data will include AADT volumes for passenger cars, freight trucks, pedestrians, and cyclists along the corridor. The Consultant has an enterprise license for this data source and will not purchase any data not included in this license. This data will be verified against the turning movement counts collected by the Consultant and the 24-hour counts provided by KDOT. The Replica data will then be used to further inform the MARC travel demand model outputs.

FUTURE TRAFFIC PROJECTIONS

The Consultant will obtain the MARC travel demand model information for the area, including land use and growth assumptions, origin/destination information, and TAZ configuration. The Consultant will also request zonal origin-destination (O-D) data from MARC and will use the Replica O-D data developed in a previous task as a high-level check on the model O-D assumptions. This information will be verified against the data collected in market analysis and future land use projections, as outlined in Tasks 4 and 5. Relevant updates to the MARC model will be identified, and the Consultant will coordinate with MARC to incorporate those updates and conduct model runs for future No-Build and Build configurations. HDR will post-process MARC outputs and will create thematic maps of the traffic forecasts and associated congestion metric(s).

The growth rates identified from these model updates will be used to forecast future intersection turning movement volumes for operational analyses. Forecast volumes will be developed for both a near-term/opening year and a long-

term/design year. Where the Build scenarios involve a highway re-routing, traffic volumes will be redistributed based on the O-D data.

This information will be included in the Traffic Projection Technical Memorandum, which will include relevant charts, maps, and tables.

TASK 6 ASSUMPTIONS:

- KDOT will provide any traffic impact studies reports conducted in the area over the last 3 years (if available)
- KDOT will provide recent 24-hour traffic counts in the area
- MARC charges a fee for the model update activities; this has been included in the Consultant's fee estimate
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 6 DELIVERABLES:

- Traffic Projection Technical Memorandum

TASK 7: CORRIDOR MOBILITY ANALYSIS

The Consultant will develop a corridor mobility analysis based on the Traffic Projections developed in Task 6. Each of the intersections in the study area identified in Task 6 will be modeled using existing traffic volumes to determine existing traffic operations. Traffic operations will be observed in the field at four key signalized intersections to determine calibration factors for the modeling. Intersections likely to be selected for calibration include the I-35 ramps, 175th Street, and 199th Street signals. These calibration factors will be generalized to the remaining signals in the study area.

IMPROVEMENT RECOMMENDATIONS MODELING

Each of the intersections in the study area, including proposed new intersections, will be analyzed for the four improvement recommendation scenarios identified in Task 11, including:

- No-Build
- Interim Improvements
- Ultimate On-Alignment Improvements
- Ultimate Off-Alignment Improvements

These scenarios will be analyzed for two volume scenarios: a near-term/opening year and a long-term/design year, resulting in a total of eight mobility analyses. These mobility analyses will model up to twenty (20) signalized intersections per scenario and ten (10) corridor segments per analysis. For each of these intersections and segments, the delay, level of service, and queuing will be calculated for each location according to the Highway Capacity Manual methodology.

The Consultant will identify up to three (3) locations for microsimulation modeling for the ultimate improvement scenarios where a freeway layout would necessitate a complex interchange or closely spaced intersections. Locations likely to necessitate this model are at the 199th Street, 191st Street, 175th Street, and I-35 intersection areas. Microsimulation driver behavior will not be calibrated to existing conditions where new freeway conditions are modeled due to a lack of existing freeway operations for calibration. Standard highway driver behavior will be utilized. Measures of effectiveness will be extracted, including delay, level of service, queuing, and overall network

operations. Video output from the microsimulation models will be recorded for presentation to the Core Team, Advisory Committee, key stakeholders, and the public.

ACTIVE TRANSPORTATION NEEDS

In addition to the traffic modeling, the Consultant will evaluate regional walking and bicycling needs. The Consultant will identify existing pedestrian and bicycle facilities, as well as existing and future destinations, and assess the mobility needs of non-motorized users. The Consultant will identify facility needs and evaluate the directness, comfort, and convenience of these facilities for each of the improvement scenarios.

The results of the analyses will be included in the draft and final Corridor Mobility Analysis Technical Memorandum.

TASK 7 ASSUMPTIONS:

- Intersection traffic modeling will be developed using the Synchro software or equivalent
- Roadway segment traffic models will be developed using the Highway Capacity Software or equivalent
- Microsimulation will be performed using the Vissim software or equivalent
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 7 DELIVERABLES:

- Draft and final Corridor Mobility Analysis Technical Memorandum

TASK 8: FREIGHT CONSIDERATIONS

Freight considerations will encompass both freight mobility and economic development factors. The Consultant will characterize freight context and existing issues along the corridor (considering future alignments as well), including:

- Truck volumes (from KDOT flow maps, data collected as part of this study, and other available sources)
- Significant existing freight-generating land uses (identified on aerial exhibits)
- Planning considerations related to oversized/overweight (OSOW) vehicles, as appropriate to this facility
- Stakeholder conversations regarding freight-generating facilities along the corridor (included within the stakeholder involvement outreach of Task 2).

The economic development considerations related to freight will take into account the market and future land-use analyses conducted in Tasks 4 and 5, which will inform the potential for future manufacturing and logistics facilities. Information from this will be used to inform the development of future truck volumes within the traffic forecasting of Task 6.

In addition to truck-based freight considerations, the Consultant will examine issues related to railroad considerations along the BNSF Fort Scott subdivision tracks within the study corridor, particularly the segment from 175th Street and north, where the tracks are closest to the existing alignment. This will include the following:

- Historical crash inventory from publicly available FRA databases and other relevant sources
- Identification of existing at-grade crossing design/safety features
- Planning-level recommendations for potential safety and operational improvements
 - Future treatments of the currently closed 167th Street crossing
 - Need for future crossings supporting east-west circulation as the corridor develops

This analysis will be conducted in coordination with the project being conducted as part of the Rail Crossing Elimination (RCE) program grant that was awarded to study this area.

Information gathered in this task will be included in a draft and final Freight Considerations Technical Memorandum. This memorandum will highlight current and future truck volumes through the corridor, barriers to freight movement, future economic development considerations, and the potential for eliminating or separating rail grade crossings.

TASK 8 ASSUMPTIONS:

- Detailed commodity flow analysis will not be conducted
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 8 DELIVERABLES:

- Draft and Final Freight Considerations Technical Memorandum

TASK 9: ECONOMIC DEVELOPMENT CONSIDERATIONS (PROVIDED BY VENDOR – CONFLUENCE)

Based on the results of Tasks 4 and 5, the Consultant will develop a set of development-related recommendations, goals, and action steps for the planning area to support broad economic development. These recommendations may include aspects such as how different access scenarios can support various businesses, how right-of-way acquisition may impact developable land, or how safety and traffic capacity improvements can enhance economic development in the corridor. The Consultant will review and refine these recommendations at Core Team meetings before preparing a summary report. The Consultant will prepare an Economic Development Considerations Technical Memorandum, including the recommendations, goals, and action steps, and present the information at the Advisory Committee meetings and public Open Houses.

TASK 9 ASSUMPTIONS:

- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 9 DELIVERABLES:

- Draft and Final Economic Development Considerations Technical Memorandum

TASK 10: UTILITY, ENVIRONMENTAL, AND HISTORIC PROPERTY IMPACTS SCAN

The Consultant will conduct a utility, environmental, and historic property screening to identify potential utilities and environmentally sensitive areas that are located within the study limits. The Consultant will utilize KDOT's LiDAR portal, Johnson County AIMS, and recent project surveys (if available from KDOT) to identify potential utility conflicts. The environmental and historic property screening will be based upon readily available GIS information, electronic records and databases, and a windshield survey. Informal agency consultation will include the use of the USFWS IPaC review and the KDWP Ecological Review Tool.

The Consultant will conduct an informal agency consultation for historic property screening, which will consist of a SHPO file request and review of local historic resources information. Due to the presence of the Santa Fe National

Historic Trail and the California and Oregon National Historic Trails, readily available information from the National Park Service will also be gathered.

The Consultant will map utility, environmental, and historic property features, as well as other environmental resources, to be considered in the strategies and improvements identified for the corridor. Based on the screening and proposed strategies and improvements, the Consultant will determine what additional environmental documentation may be necessary and potential federal, state, and local permits that may be required. The Consultant will develop a draft and final Environmental Screening Technical Memorandum. The Consultant will coordinate with KDOT and FHWA as necessary to determine likely NEPA classification(s) for proposed improvements in the corridor.

TASK 10 ASSUMPTIONS:

- Field visits/field surveys, including wetland/stream delineation, habitat assessment, noise analysis, Phase I ESAs, and cultural resources surveys, are not included.
- Buildings/structures 45 years or older will be considered potentially historic. The Consultant will not make recommendations on National Register eligibility.
- Formal agency coordination is not included.
- Completion of NEPA documentation is not included.
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 10 DELIVERABLES:

- Draft and Final Environmental Screening Technical Memorandum

TASK 11: CORRIDOR IMPROVEMENT RECOMMENDATIONS

The Consultant will develop interim and ultimate corridor improvement recommendations. These recommendations will be developed throughout the three phase project process, with the Discovery phase used to inform which issues are important for the improvement to address. This Discovery phase will be used to set a clear project vision, goals, and objectives for the corridor. This visioning will inform the improvements recommended in the Envisioning phase.

IMPROVEMENT TOOLKITS

During the Envisioning phase, the Consultant will develop an improvement toolkit along the corridor for both interim and ultimate improvements. The interim improvements will primarily include enhancements to the current expressway configuration, such as intersection improvements and roadside enhancements, which require minimal right-of-way acquisition and are relatively lower in cost than those involved in freeway construction. These improvements may include access restrictions, traffic signals, signalized or unsignalized reduced-conflict intersections, roundabouts, Intelligent Transportation Systems (ITS) infrastructure, signing, pavement markings, pedestrian and bicycle facilities, and other safety and capacity enhancements. In addition to the interim improvements, the Consultant will develop a toolkit of ultimate improvement elements for potential freeway conversion, including access management concepts such as access elimination and frontage/backage road configurations (conceptual alignment locations only), regional pedestrian and bicycle facilities, alternative intersections, and various interchange types.

These toolkits will comprise interim and ultimate elements, accompanied by descriptions of the improvement elements and a scoring matrix that quantifies the qualitative relationship between each element and the vision, goals, and objectives, as well as their respective safety, operational, economic development, freight, environmental, cost, and right-of-way characteristics. The toolkit elements will be presented using representative photo examples—

no renderings of the elements will be provided. The Consultant will present the toolkit to the Core Team, Advisory Committee, key stakeholders, and the public in the Envisioning phase meetings for input.

IMPROVEMENT SCENARIOS

After developing the toolkit of improvement options, the Consultant will utilize the improvement toolkit in partnership with the Core Team to create three improvement scenarios for evaluation:

- No-Build
- Interim Improvements
- Ultimate On-Alignment Improvements
- Ultimate Off-Alignment Improvements

Each of these improvement scenarios will include a planning-level two-dimensional concept design utilizing Johnson County AIMS GIS and terrain data, as well as KDOT LiDAR data obtained through the KDOT DASC website. Concept design will be displayed as plates on aerial imagery. The Consultant will identify up to three (3) locations for a three-dimensional model for the ultimate improvement scenarios where a freeway layout would necessitate a complex interchange. Locations likely to necessitate this model are at the 199th Street, 191st Street, 175th Street, and I-35 intersection areas. The models will be presented as images captured from the model at various locations and plates with contour lines.

These improvement scenarios will be evaluated qualitatively and quantitatively. The qualitative scoring will be evaluated against the project's vision, goals, and objectives, as well as economic development, freight, and environmental considerations. Each improvement scenario will also be quantitatively evaluated, describing the relative operational and safety performance, as well as the approximate right-of-way needs and project costs. The operational and safety performance will be evaluated for both a near-term/opening year and a long-term/design year, as described in Tasks 3, 6, and 7.

The scenarios will be presented to the Core Team, Advisory Committee, key stakeholders, and the public in the Recommendation phase. After gathering feedback, the scenarios will be refined, and final recommendations will be made. These recommendations will detail the layouts, phasing, costs, right-of-way needs, and refined qualitative and quantitative scoring. This information will be included in a draft and final Improvement Recommendations Technical Memorandum.

CORRIDOR MANAGEMENT PLAN

The memos and materials developed throughout the study will be brought together into a single draft and final K-7 Corridor Management Plan. This plan will summarize information gathered throughout the planning process, including the results of the analyses, feedback from stakeholders and the public, recommendations, and implementation strategies. This plan will be presented in a graphical format and developed for broad public understanding. The Technical Memoranda developed as part of the project will be included as appendices to the corridor plan.

TASK 11 ASSUMPTIONS:

- Conceptual Design Assumptions:
 - No entrance and driveway profiles developed.
 - Grading limits modeling will assume basic cut/fill end conditions and standard ditch sections. Special ditches will not be developed.
 - Geotechnical investigation not included.
 - KDOT will provide the latest state standards for use on this project.

- Will not include any permitting effort at this time.
- Does not include preliminary design, final design, bidding, or construction phase services at this time.
- Right-of-way and utility easement lines will be assumed based on the obtained GIS parcels provided by KDOT and Johnson County, and as-built drawings provided by KDOT
- Does not include any hydraulic or structural design of storm sewer inlets, junction boxes, or pipes.
- Structural concepts will assume that KDOT standard requirements and specifications are used.
- Assumes no retaining wall layout, design, or plans are needed.
- Does not include any sanitary sewer relocation plans, details, or inspection.
- Does not include any stream channel realignment or bank stabilization.
- No hydrologic analysis will be conducted at stream crossings.
- Does not include any right-of-way surveys or structure staking.
- Does not include any utility coordination or utility design services.
- The project will not include any sidewalk ramp design.
- The project will not include detailed traffic signal design, street lighting design, or layouts.
- Plan assumptions
 - Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF
 - Corridor Management Plan will be produced using Adobe InDesign or equivalent products and delivered as a PDF

TASK 11 DELIVERABLES:

- Concept design plates for interim and ultimate scenarios
- Images from up to three (3) three-dimensional models for ultimate scenarios
- Draft and final Improvement Recommendations Technical Memorandum
- Draft and final K-7 Corridor Management Plan

TASK 12: IMPLEMENTATION STRATEGIES

The Consultant will develop a set of implementation strategies for the improvement scenarios identified in Task 11. These strategies will include project phasing, right-of-way acquisition, and funding strategies. Logical project segments and phases will be identified and then prioritized based on the quantitative and qualitative scoring developed in Task 11, as well as feedback from the Core Team, Advisory Committee, key stakeholders, and the public. The Consultant will identify specific parcels targeted for right-of-way acquisition to facilitate the implementation of the improvement scenarios. A set of project elements eligible for federal discretionary grant programs, such as BUILD, SS4A, MDPG, and CRP, will be identified. The Consultant will then develop a list of possible grant funding applications that could be pursued, as available. The information from this task will be included in a draft and final Implementation Strategy Technical Memorandum.

TASK 12 ASSUMPTIONS:

- No discretionary grant applications will be completed
- Technical Memorandum will be produced using Microsoft Office or equivalent products and delivered as a PDF

TASK 12 DELIVERABLES:

- Draft and final Implementation Strategy Technical Memorandum

SCHEDULE OF SERVICES

The services outlined in the preceding paragraphs will be completed approximately 15 months from the receipt of a written Notice-To-Proceed (NTP) to meet a tentative completion date of September 30, 2026, provided that the time specified shall be exclusive of all delays occasioned by reviews, or any action or inaction by KDOT. The tentative project schedule is based on an assumed NTP date of July 1, 2025. The following schedule outlines approximate completion dates of each phase of the project:

- Discovery Phase: Complete by November 30, 2025
- Envisioning Phase: Complete by April 30, 2026
- Recommendations Phase: Complete by September 30, 2026

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.