

PROJECT NO. KA-7291-01

## AGREEMENT

This Agreement is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT), **Johnson County, Kansas, Douglas County, Kansas,** and the cities of **De Soto, Olathe, Edgerton, and Gardner, Kansas,** collectively, the “Parties.”

## RECITALS:

A. The Parties desire to cooperatively participate and facilitate the preparation of an area plan (“Study”), which will in part serve as a framework for potential transportation system enhancements and identify the infrastructure necessary to accommodate such enhancements for each Party.

B. The parties are empowered by K.S.A. 12-2901 *et seq.* to enter into agreements for such a Study. The Parties have determined the Study will benefit the public.

## ARTICLE I: DEFINITIONS

The following terms when used in this Agreement shall mean as follows:

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. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Study.
3. **“De Soto”** means the City of De Soto, Kansas, with its principal place of business located at P.O. Box C, 32905 W 84<sup>th</sup> Street, De Soto, KS 66081.
4. **“Douglas County”** means Douglas County, Kansas, with its principal place of business located at 1100 Massachusetts Street, Lawrence, KS 66044.
5. **“Edgerton”** means the City of Edgerton, Kansas, with its principal place of business located at 404 E Nelson St., Edgerton, KS 66021.
6. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
7. **“Gardner”** means the City of Gardner, Kansas, with its principal place of business located at 120 E Main, Gardner, KS 66030.
8. **“Johnson County”** means Johnson County, Kansas, with its principal place of business located at 111 S Cherry Street, Olathe, KS 66061.

9. **“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.
10. **“Olathe”** means the City of Olathe, Kansas, with its principal place of business located at 111 E Santa Fe Street, Olathe, KS 66061.
11. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns, and the Secretary’s duly authorized representative.
12. **“Study”** means all phases and aspects of the assessment of the current and future land use and transportation demands within the Study Area, and includes, but is not limited to, the following objectives:
- Review/recommend local road connections between Astra Enterprise Park and Study Area;
  - Review/recommend local road connections in the Study Area to connect with the Parties;
  - Recommend any additional transportation system improvements that may be needed in the Study Area, along with a project phasing plan, for each Party;
  - Designate a Major north/south corridor: K10 to 159<sup>th</sup> and Edgerton; and
  - Produce a final report, which will include a section for each member of this Agreement that enumerates the recommendations for modifications to the transportation plans of the participating entities in this study that supports the current and potential future land uses and traffic.

Additional details about the Study can be found in the Study Scope (Attachment A), which is attached to and incorporated into this Agreement by this reference.

13. **“Study Area”** means the approximately one hundred eighty-five (185) square mile area generally bounded by I-435, Lone Elm Road, I-35, 215<sup>th</sup> Street, and 2200 Road, hereinafter the “Study Area.” I-35 and US 56 Highway are within the Study Area. A Study Area map is included in the Study Scope (Attachment A), which is attached to and incorporated into this by this reference.

## ARTICLE II: FUNDING

1. **Funding**. The table below reflects the funding commitments of each Party. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

<b>Party</b>	<b>Responsibility</b>
Secretary	\$62,500.00 (25% of Consultant Contract)
Johnson County	\$62,500.00 (25% of Consultant Contract)
Douglas County	\$15,625.00 (6.25% of Consultant Contract)
De Soto	\$62,500.00 (25% of Consultant Contract)

Edgerton	\$15,625.00 (6.25% of Consultant Contract)
Gardner	\$15,625.00 (6.25% of Consultant Contract)
Olathe	\$15,625.00 (6.25% of Consultant Contract)

2. **Reimbursement Payments.** Notwithstanding specific payment provisions, the Parties agree to make partial payments to Johnson County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made within thirty (30) days after receipt of proper billing from Johnson County.

3. **Responsibility for Costs Incurred Prior to Execution of Consultant Contract.** Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by the Party prior to the execution of the Consultant Contract by Johnson County.

### ARTICLE III: CORE TEAM'S RESPONSIBILITIES

1. **Composition.** KDOT, Johnson County, and De Soto shall each designate and authorize a minimum of one representative to be responsible for collectively and cooperatively managing the Study. Said representatives shall be collectively known as the "Core Team."

2. **Consultant Selection.** The Core Team shall be responsible for selecting a qualified and responsible Consultant to perform the Study.

3. **Consultation with Technical Committee.** The Core Team shall consult with Technical Committee on a regular basis as described in the Study Scope and incorporate input as determined appropriate by the Core Team. The Core Team will consult with and receive input from Olathe, Edgerton, Gardner, and Douglas County, hereinafter referred to as the Technical Review Committee, to provide guidance and direction for the Study. The Core Team will incorporate the Technical Review Committee's input as determined appropriate by the Core Team.

4. **Final Study Documentation.** The Core Team shall furnish each Party one (1) paper copy and one (1) electronic copy of the final Study.

5. **Undertaking of Study.** The Study shall be undertaken for and on behalf of the Parties by the Core Team acting as their representative.

### ARTICLE II: JOHNSON COUNTY'S RESPONSIBILITIES

1. **Consultant Contracting.** Johnson County shall contract, on behalf of the Parties, to make or secure the making of the Study, and administer the payments due the Consultant pursuant to the Consultant Contract, including any portion of cost borne by the remaining Parties pursuant to this Agreement.

2. **Administration of Consultant Contract.** Johnson County shall administer the Consultant Contract in cooperation with KDOT and De Soto as part of the Core Team.

3. **Billing.** After receipt of the final voucher claim, Johnson County, in a timely manner, shall prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the remaining Parties are responsible, and shall then transmit the complete and final billing to the remaining Parties.

4. **Payment for Consultant Work.** Johnson County reserves the right not to make payment for work performed pursuant to the Consultant Contract that is not in substantial compliance with the agreed upon scope and it not performed in accordance with generally recognized professional standards and based on sound engineering and planning judgment.

### ARTICLE III: TECHNICAL COMMITTEE'S RESPONSIBILITIES

1. **Composition.** Olathe, Edgerton, Gardner, and Douglas County shall each designate and authorize a minimum of one representative to be responsible for collectively and cooperatively consulting with the Core Team. Said representatives shall be collectively known as the "Technical Committee."

2. **Consultation with Core Team.** The Technical Committee shall consult with and provide guidance, direction, and input to the Core Team on a regular basis as described in the Study Scope.

### ARTICLE IV: GENERAL PROVISIONS

1. **Adequacy of Study.** The Parties and the Consultant shall be jointly and severally responsible for the adequacy and accuracy of the Study.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **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.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Compliance with Federal and State Laws.** The Parties shall comply with all applicable state and federal laws and regulations. Johnson County represents and warrants that any Contractor and/or Consultant performing any services for the Study shall also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by Johnson County for the Study shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.
9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.
10. **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.
11. **Independent Contractor Relationship.** The relationship of the Parties shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship among the Parties. This provision shall survive the expiration or termination of this Agreement.
12. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.
13. **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.
14. **Nondiscrimination and Workplace Safety.** The Parties shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

15. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement 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.
16. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
17. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of any other Party or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by Johnson County.
18. **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.
19. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.
20. **Meeting Attendance.** The Parties shall attend meetings organized by the Core Team to discuss the progress of the Study and the quality of the materials being prepared.
21. **Signatory Authority.** Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement for, and all acts requisite to the authorization to enter into this Agreement have been taken and completed.
22. **Responsibility for Acts and Omissions.** Each Party shall be responsible for its own acts and omissions that may give rise to a claim for damages, however, no Party shall be required to defend, indemnify, hold harmless, and save any other Party for the other Party's negligent acts or omissions.

*The signature pages immediately follow this paragraph.*

**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.

**KANSAS DEPARTMENT OF TRANSPORTATION  
SECRETARY OF TRANSPORTATION  
ATTEST:**

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

**THE CITY OF DE SOTO, KANSAS**  
ATTEST:

---

Rick Walker, MAYOR

(SEAL)



**JOHNSON COUNTY, KANSAS**

ATTEST:

---

Mike Kelly, COMMISSION CHAIR

(SEAL)

**THE CITY OF OLATHE, KANSAS**  
ATTEST:

---

John Bacon, MAYOR

(SEAL)

**THE CITY OF EDGERTON, KANSAS**  
ATTEST:

---

Donald Roberts, MAYOR

(SEAL)

**THE CITY OF GARDNER, KANSAS**

**ATTEST:**

---

Jim Pruetting, CITY ADMINISTRATOR

(SEAL)

**DOUGLAS COUNTY, KANSAS**

**ATTEST:**

---

Patrick Kelly, COMMISSION CHAIR

(SEAL)

# SCOPE OF SERVICES

## Johnson County Transportation Connection Plan – Southwest Metro Area

January 11, 2024

### A. PROJECT DESCRIPTION

The Sunflower Army Ammunition Plant (SAAP) was opened in the northwest area of Johnson County in 1941 on 10,747 acres. The SAAP is being reclaimed and repurposed as an industrial and commercial development area named the Astra Enterprise Park (AEP) and has been annexed by the city of De Soto. The northwest area of Johnson County, and the surrounding area in general, will experience major developments as the new AEP develops. Significant road infrastructure improvements will be needed.

When the SAAP was opened in 1941, the arterial roads in this area of the County were generally truncated at the plant boundary. Additionally, significant topographical and floodplain issues exist in the study area (Figure 1) that have contributed to the disjointed pattern of arterial roads in the area. As such, the major focus of the study will be an assessment of the transportation needs for the study area, recommending the reconnection of the necessary arterial links and the assessment for and planning of new State routes providing connectivity amongst the various State systems in the area.

The AEP will soon be home to the 5 million square foot Panasonic battery production facility with an estimated employment of 4000. The plant is scheduled to be opened in July 2025 and there is potential for a second facility. Also, millions of square feet of additional development in and adjacent to the AEP including distribution centers, warehouses, and other industrial/commercial oriented development is likely. In the surrounding area there is potential for annexation and urban residential/commercial development that will serve this emerging employment center.

Key components of the study are:

- 1) A comprehensive review of the transportation and future land use plans for the Astra Enterprise Park and the City of De Soto
- 2) A review of the transportation and land use plans of the adjacent cities and counties including projections of potential annexations and land uses. This would include the cities of De Soto, Edgerton, Gardner, Olathe, Eudora and the counties of Johnson and Douglas.
- 3) Based on items 1) and 2), review Kansas City Outer Loop Toll Feasibility study's land use projections and update as appropriate.
- 4) Based on the information obtained from 1), 2), and 3) identify and analyze the road infrastructure needed to support the current and future industrial, commercial, and residential land uses/developments in the Primary and Secondary Study Areas. It is noted that significant areas of existing and future Johnson County parks will be developed in the study area. As such, coordination with the Johnson County Parks and Recreation District will be required.

Local System Evaluation:

- a. Review Johnson County's Comprehensive Arterial Roadway Network Plan (CARNP) and Douglas County's transportation plans and make recommendations for modifications to the local road system for connectivity to the area and AEP (Primary Study Area). Review the CARNP type designations and recommend any modifications for the local road system.
- b. State System Evaluation: KDOT is currently reviewing the area as part of the Discovery Phase for the K-10 expansion project. This study effort will coordinate, review, and incorporate the K-10 Discovery Phase

- and the 2021 Outer Loop Toll Feasibility Study with its analyses and recommendations as appropriate (along with other relevant KDOT corridor studies and/or investigations).
- c. Make recommendations for other entities' transportation plans as appropriate to connect the surrounding jurisdictions (Secondary Study Area) to the Primary Study Area.
  - d. Review opportunities for multimodal uses and make recommendations for infrastructure improvements to allow for future multimodal opportunities.
- 5) Complete the needed desktop determination of environmental constraints to the point to ensure viability of any new routes and recommend further environmental studies needed for the adoption of any new routes. Any additional environmental work required will be undertaken and completed by the responsible entity when appropriate.

More detailed description of each of these key study components is provided in Section C.

**B. CORE TEAM and TECHNICAL COMMITTEE:**

- A **Core Team** comprised of members from the City of De Soto, Johnson County and the Kansas Department of Transportation (KDOT) will provide the guidance and direction throughout the study. They will also be responsible for providing input to the Consultant Team and conducting reviews of the study deliverables.
- A **Technical Committee** comprised of members from the cities of De Soto, Edgerton, Gardner, Olathe, Eudora, Douglas County, MARC, Douglas County MPO, AEP and Johnson County Parks and Recreation District will be given updates by the Consultant Team at key milestone updates. The Core Team will take the input from the Technical Committee to help guide the study process as appropriate.

**The Core team and/or the Technical Committee shall provide:**

- 1) Provide as built or design plans of the existing and adjacent roadways (if available).
- 2) Any drainage studies completed in the area.
- 3) Electronic files of current aerial photographs (if available).
- 4) Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
- 5) Provide location for and advertise for public meetings.
- 6) Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
- 7) Traffic count information.
- 8) Previous studies conducted in the study area and surrounding region. The following studies shall be provided along with any other studies determined to have relevance to this project:
  - a) 5-County Regional Transportation Study (KDOT)
  - b) I-35 Moving Forward Study (KDOT)
  - c) Johnson County Gateway: I-435/I-35/K-10 Interchange Study (KDOT)
  - d) I-35 Southwestern Johnson County Interchange Project (KDOT)
  - e) US 56 Corridor Management Plan (KDOT)
  - f) City of De Soto Comprehensive and Transportation Plans
  - g) City of Eudora Comprehensive Plan
  - h) Lawrence – Douglas County Transportation 2050
  - i) Transportation Master Plan – City of Gardner
  - j) City of Edgerton Comprehensive Plan
  - k) Olathe Transportation Master Plan
  - l) Johnson County Comprehensive Arterial Road Network Plan (Johnson County)
  - m) Johnson County Comprehensive Plan (Johnson County)
  - n) Johnson County Northwest Corridors Plan (Johnson County)
  - o) Quiet Zone Study and Design (Edgerton)
  - p) Gardner Parks and Recreation Park System Master Plan (Gardner)
  - q) JCPRD Planned Land receipt map (from Sunflower Redevelopment Group)

- r) Johnson County Parks and Recreation - Trails Plan
- s) Natural Resource Assessment for Johnson County Park and Recreation District - JCPRD
- t) Gardner Comprehensive Plan
- u) Gardner Municipal Airport Plan
- v) Gardner Water Master Plan
- w) Gardner Wastewater Master Plan
- x) Gardner Design Standards
- y) Connect KC 2050 (MARC)
- z) Regional Bikeway Plan (MARC)
- aa) Functional Classification System (MARC)
- bb) MetroGreen (MARC)
- cc) Northwest Corridor Study

#### Study Areas shown in Figure 1

- **Primary Study Area** – focused on truncated lines at Astra Enterprise Park
- **Secondary Study Area** – focused on updates to CARNP

This scope of services will provide recommendations only and each core team member will update their own individual plans (i.e. CARNP) separately.

This scope of services will produce a technical report working with a Core Team and Technical Advisory Committee and will not have any public outreach.

#### C. SCOPE OF SERVICES:

1. Land Use. MARC's 2050 Land Use was used for the Kansas City Outer Loop Toll Feasibility Study (2020). A Community Based Land Use scenario was developed for the K-10 Improvements Study (2023) and the Study Team will, review, update, and develop a **Most Probable Land Use** scenario for the study area. The Most Probable Land Use Scenario is the only land use scenario that will be developed and tested. The land use scenario will be forecast to 2060 similar to the K-10 Capacity Improvement Project.
  - 1.1. Existing Infrastructure and Land Use Inventory. Using KDOT's K-10 Discovery Phase as a starting point, complete an inventory of existing infrastructure (utilities, sanitary sewer, roads, etc....) and of existing land uses within the study area, utilizing aerial photography, GIS information, other available information such as assessor's files, information compiled by or available to MARC and municipalities, discussions with utilities, and field work to fill gaps. Tabulate and map land use inventory. Assess the area for potential and ability to develop.
  - 1.2. Most Probable Land Use Scenario Determination. Develop a most probable land use scenario for the study area based on the following information.
    - 1.2.1. Review the AEP and develop a most probable 2060 land use scenario. Complete discussions with current and potential developers and owners of industrial, warehousing/distribution, residential, industrial, and commercial properties within the AEP.
    - 1.2.2. Review and discuss with the cities and counties of the study area their future annexation, land use, and development plans.
    - 1.2.3. Recommend based on the land use plans of the area a most probable land use scenario that can be used for traffic projections and traffic modeling. For areas of annexation overlap/underlap use best



practices, such as water shed boundaries or sanitary sewer districts, to determine likely annexation boundaries and an urban build out scenario.

1.2.4. Review the most probable land use scenario with the Core Team and incorporate comments.

1.3. Traffic Forecasting. The updated KDOT 5-County Study regional travel model developed for the K-10 Capacity Improvement Project will be used as a basis for traffic forecasting for the study. The model will be refined to provide better focus on the study area. The refined model will be used to forecast travel demands associated with the most probable land use scenario and to determine transportation system needs to accommodate projected demand. Coordination with MARC will occur to convey the conclusions that result from this study and desire that proposed improvements be considered as potential amendments to the 2050 Long-Range Transportation Plan.

1.3.1. The traffic model will be reviewed to determine what refinements are needed to provide the necessary focus on the study area. Potential refinements are expected to include disaggregation of traffic analysis zones, additional roadway network detail, and modifications to zone connectors. 5-County model base year validation will focus on the area. Transit will not be included in the travel demand model analysis. Transit is only considered in the Typical Section work in Section 2.3.

1.3.2. Use Replica software to identify high level traffic volumes on study area links. Use existing available counts to compare actual counts to Replica counts to develop a model adjustment factor. This adjustment factor would be applied to Replica counts to develop a 2060 forecast.

1.3.3. Once a most probable land use scenario is identified, the model will be used to evaluate transportation system improvement needs and to test different roadway improvement alternatives. All analysis will be conducted with the 2060 analysis year using the most probably land use scenario. Daily traffic assignments and volume to capacity ratios will be extracted in PDF format from the 5-County model for subsequent analysis. A new outer loop that follows the proposed K-10 Capacity Improvement outer loop between I-70 and I-35 will be included in the analysis.

2. Local Major Road Planning. This task will identify and recommend the additional transportation system improvements that are needed in the study area including the reestablishment of arterials and new arterial corridors. Also, KDOT has studied an "outer loop" that, in part, connects I-70 to I-35 and is generally located in western Johnson County and runs adjacent to or through the AEP. This study will assess and provide recommendations that consider this outer loop corridor.

2.1. Update CARNP. Develop recommendations for the Johnson County Arterial Roadway Network Plan (CARNP) within the limits of the study area. The Astra Enterprise Park will need to have access served by the CARNP planned corridors. Review the cities within the study area and their connections to CARNP to provide access to the study area and the AEP. The roadway network modifications recommended within the study area by this study will be recommended for integration with the CARNP (and other plans as appropriate).

The CARNP identified a future/to be determined north/south major corridor with strict access management, including future grade separations, in the northwest area of the county. This future corridor showed termini with K-10 at the north end and 159<sup>th</sup> Street and Edgerton Road as the southern terminus; with the CARNP showing a further extension of the corridor along Edgerton Road to 215<sup>th</sup> Street.

- Recommend a north/south parkway per CARNP and any additional access management strategies.

- Recommend arterial road modifications to the CARNP that provide adequate connections to AEP and surrounding areas.
  - Recommend designations, per CARNP, that provide the needed connectivity.
  - Review of the County's Kill Creek route (connecting K-10 to 151st Street) and its feasibility considering the De Soto annexations and the route's connection to K-10.
  - Review the County's 111th Street Parkway designation through the AEP and its feasibility/compatibility with the AEP and the surrounding area. The review of the 111th Street route will be done in conjunction with item 2.2.
  - Review multimodal options and recommend infrastructure improvements that would be incorporated in the road recommendations and their typical sections as they related to the typical sections in Section 2.3.
- 2.2. Review Local Transportation Plans. Transportation plans for the adjacent cities will be reviewed to identify modifications necessary to correspond with the recommendations from this land use and transportation plan. Specifically, recommend the reestablishment of existing connections or the designation of new connections with the cities and counties or any other jurisdictions' transportation plans that the recommendations may affect.
- 2.3. Typical Sections. Typical roadway sections, similar to the CARNP designations will be developed for the future roadway network within the study area. Typical sections will include such items as lane widths, median widths, sidewalk and trail widths, right-of-way requirements and standard utility locations within typical section. Make recommendations for the CARNP type road designations to the local system with the study area.
3. Natural Resources and Environmental Assessment. Assess and complete desktop determination of environmental constraints and recommend future needed environmental studies necessary to ensure the viability of any NEW recommended routes. Considering that new routes may require additional or more detailed environmental review, propose further environmental reviews that would be undertaken in a separate Phase II, if necessary and appropriate. Any additional environmental work required for existing routes will be undertaken and completed by the responsible entity when appropriate and will not be a part of this contract.
6. Project Meetings. A variety of meetings as described below will be held throughout the course of the study to discuss the progress and communicate study findings:
- **Kick-off Meeting/Workshop.** A project kick-off meeting and workshop will be conducted within four weeks of receipt of the Notice to Proceed. The meeting and workshop will consist of a session with the Core Team and Technical Committee to provide a platform for discussion on the goals and objectives of the study, obtain background information and reports. Prior to the Kick-off Meeting/Workshop, the Consultant Team will meet with the Core Team to discuss the format and agenda of the workshop.
  - **Progress Meetings.** The Consultant Team will meet with the Core Team on a monthly basis (March through November for a total of 9 meetings) and Technical Committee (a total of 3 and prepare agendas and minutes of the meetings. The purpose of the meetings will be for the consultant to update the Core Team on progress, to discuss the study, and for the Core Team to provide additional information and/or direction as needed.

- A **Core Team** comprised of members from the City of De Soto, Johnson County and the Kansas Department of Transportation (KDOT) will provide the guidance and direction throughout the study. They will also be responsible for providing input to the Consultant Team and conducting reviews of the study deliverables. Nine meetings are assumed.
- A **Technical Committee** comprised of members from the cities of De Soto, Edgerton, Gardner, Olathe, Eudora, Douglas County, MARC, Douglas County MPO, AEP and Johnson County Parks and Recreation District will be given updates by the Consultant Team at key milestone updates. The Core Team will take the input from the Technical Committee to help guide the study process as appropriate. Three meetings are assumed based on the following three milestones.
  1. Introduction, methodology and Most Probable Land Use Review
  2. Network Preliminary Results
  3. Final Plan Recommendations

- **Council/Commission Meeting Preparation.** A PowerPoint Summary will be developed that each community can use to present to their respective council and commissions. One workshop/meeting will be held to review the PowerPoint and answer questions.

#### 7. Project Management and QC.

- 7.1. Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with KDOT; prepare agendas and meeting minutes and maintain project records.
- 7.2. Quality Assurance/Quality Control. The Consultant Team will perform QA/QC checks at various stages of the study including prior to any official submittal.
- 7.3. Deliverables. The Consultant Team will prepare deliverables and submit to the Core Team the electronic files and hard copies of all materials.

### E. **DELIVERABLES:**

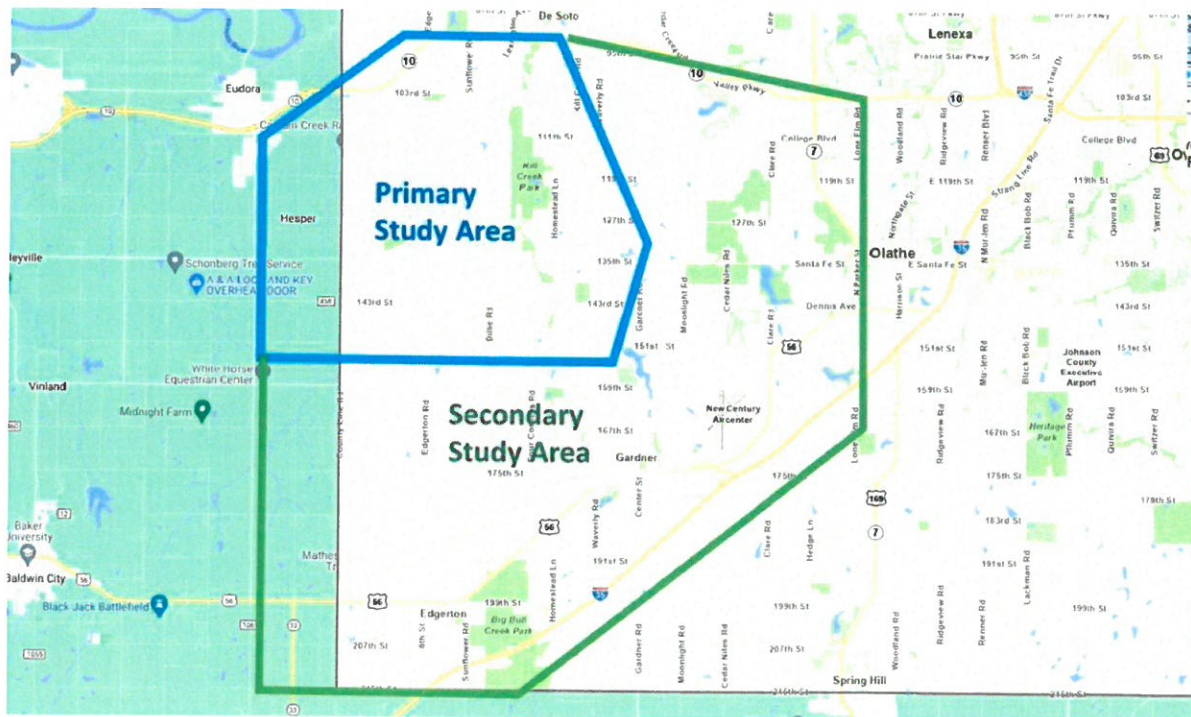
1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. Technical Documents
  - a. Most Probable Land Use
  - b. Study Area Map that shows:
    - i. CARNP Plan Map updates
    - ii. Local Street Map updates
  - c. Modified CARNP Plan Typical Sections
  - d. Environmental Review
  - e. Recommendations to Secondary Study Area transportation plans
4. Study Correspondence
5. Draft Transportation Plan (including text and map recommendations/modifications to the cities' transportation plans, in addition to CARNP)
6. Final Report/Transportation Plan
7. Ten (10) Hard copies of all materials and final electronic pdf and Word files.

## G. SCHEDULE

The project schedule and major tasks are shown on the following page. The key project milestones are as follows:

1. Notice to Proceed: (anticipated February 2024)
2. Kick-off Meeting/Workshop: 1 month after NTP
3. Draft Report Submittal: 8 months after NTP
4. Final Report Submittal: 10 months after NTP

**Figure 1 – Project Study Area**



## 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

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all 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 (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination 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 Non-discrimination 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, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“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 Non-discrimination 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 through six 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 (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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, which 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. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which 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 vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), 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:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor 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. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor 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 contractor 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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor 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 contractor 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 State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 State of Kansas or its agencies 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 contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies 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 State of Kansas and its agencies 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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 State 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.