

PROJECT NO. KA-4137-01
NHPP-A413(701)
US-77 PAVEMENT REPLACEMENT
CITY OF WINFIELD, KANSAS
CITY OF ARKANSAS CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), the **City of Winfield, Kansas** (“Winfield”), The **City of Arkansas City, Kansas** (“Arkansas City”), and the **Strother Field Commission** (“Commission”) **collectively**, the “Parties.”

RECITALS:

- A. The Secretary and the Parties are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the State Highway System.
- B. The Parties mutually desire to enter into an Agreement to make improvements to the State Highway System through the use of state and/or federal funds.
- C. The Cities of Winfield and Arkansas City have worked together on the management of Strother Field Airport since September 20, 1966, and have since formed the Strother Field Commission.
- D. The Commission must have the approval of the Cities in order to purchase and/or sell real estate located within its boundaries.
- E. The Secretary has authorized a pavement replacement project, as further described in this Agreement. As a part of the Project, the Secretary will transfer ownership of portions of roadway as defined further in this Agreement as the “Roadway Facility,” and as shown on Exhibit 1.
- F. Maintenance responsibilities for the Roadway Facility shall be given by the Secretary to other Parties pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

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. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
11. **“Final Acceptance”** means the KDOT has accepted and relieved the Project contractor of their responsibility for maintenance of completed sections of the Project.
12. **“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.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

14. **“Local Route Condition”** means the condition of the route (roads and bridges) needed to maintain local traffic as determined by the County.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Partial Acceptance”** means KDOT has determined that a portion of the Project has been completed to a point in which KDOT has relieved the contractor of their responsibility to KDOT or other governmental agencies responsible for the work accepted.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, Winfield, Arkansas City, and the Commission.
19. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **US-77 Pavement replacement from the Intersection of North Summit Street near Arkansas City, north to Walnut River Bridge, including one mile of realignment reconstruction near Strother Field Industrial Park with 222nd Road Improvements. Project will also include removal of access point at 1st Ave. at Strother Field, realignment of D Street, deck replacement on Bridge #007, replacement of bridge #0004, various culvert replacements, and 1,475 feet of sidewalk connections in Winfield. The Project will also include the construction of the relocated sanitary sewer lift station, as well as the relocations of both the water main and sanitary sewer connection needed to construct the US-77 Realignment, and is the subject of this Agreement.**
21. **“Project Limits”** means the area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Public Utility Relocations”** means the water and sanitary sewer relocations, including the necessary relocation design, permitting, Construction, and construction observations, that are required to construct the Project. Public Utility Relocations shall not include any other Utilities.

23. **“Public Utility Relocation Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Public Utility Relocations under this Agreement.
24. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
25. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
26. **“Roadway Facility”** means portions of roadway including part of the existing State Highway US-77 and other infrastructure being improved with the Project. The Roadway Facility includes, but is not limited to, the actual roadbed together with all bridges, curbs, culverts, drainage structures, sidewalks, bike paths, and other features located within the Right of Way as of the Transfer Date. Specifically, the Roadway Facility shall be as set forth on Exhibit 1 and described as:
- a. The portion of US-77 as laid out in the Project Plans for 077-018 KA-4137-01 that are to become the new portion of D Street. This portion of the Roadway Facility shall include the following structures:
 - i. Sta 12+25—Type 22 Curb Inlet & 30” x 20’ storm sewer (RP)(W) with end section
 - ii. Sta 29+30.61—3—10’ x 7’ x 197’ RCB
 - iii. Sta 40+17—30” CRP (RCP) extension with 5’ end section
 - b. The new access road connecting private land owned by Strother Field Industrial Park and East 222nd Road[This portion of the Roadway Facility shall include the following structures:
 - i. Sta 48+00—24” x 38’ CRP with end sections
 - ii. Sta 54+90—24” x 36’ CRP with end sections
 - iii. Sta 61+60—24” x 33’ CRP with end sections
27. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
28. **“State Highway Condition”** means the condition of the route (roads and bridges) needed to maintain highway traffic as determined by the Secretary.
29. **“Transfer Date”** means the effective date of the transfer of all ownership jurisdiction and maintenance responsibilities for the Roadway Facility from the Secretary to the County, as designated by the Secretary following approval by the County Engineer of the Roadway Facility as set forth herein.

30. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public. This definition shall not include any Public Utility Relocations.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include unforeseeable elements of cost within the defined Project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The Secretary’s financial contribution may be paid from state or federal funds or a combination thereof.

Party	Responsibility
Secretary	The Secretary is responsible for 100% of the Participating Costs of Preliminary Engineering (PE), Construction Engineering (CE), Construction (which includes the costs of all Construction Contingency Items), and Right of Way. The Secretary is responsible for 100% of the Construction of the Public Utility Relocations portion of the Project
Winfield	Winfield shall be responsible for a lump sum payment of \$500,000.00, payable at the time of letting. This payment shall be used for Project Costs located within the City limits of Winfield.
Arkansas City	0% of all Project Costs
Strother Field Commission	The Commission is 100% responsible for the relocation design, permitting, and construction observation required for the Public Utility Relocations portion of the Project.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise set forth in this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.
4. **Transfer of Ownership.** The Secretary shall transfer ownership of the Roadway Facility after the Project is finished to the Parties as detailed in Exhibit 1.
5. **Effective Date of Ownership Transfer.** The Secretary will provide the City and/or Commission with written notice of the Transfer Date through issuance of **D.O.T. Form No. 375** "Transferring Route Maintenance," fourteen (14) days in advance of the Transfer Date.
6. **Deed Recordation.** Within one year of the Transfer Date, KDOT's Bureau of Right of Way will record a quitclaim deed in favor of the City and/or Commission at the County Register of Deeds Office transferring ownership to the City and/or Commission of the Roadway Facility. A copy of the executed deed will be forwarded to the KDOT District Engineer.
7. **Notice of Final or Partial Acceptance.** The Secretary shall inform the City and/or Commission of any issuances of Final Acceptance within fourteen (14) days of said issuance. Should the Secretary determine that Partial Acceptance is to be issued on a section of the Project, the Secretary shall provide notice of said Partial Acceptance at least fourteen (14) days prior to the issuance of Partial Acceptance.
8. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Parties defends a third party's claim, the Contractor shall indemnify the Parties for damages paid to the third party and all related expenses either the Parties or any

combination thereof incur in defending the claim.

9. **Utilities.**

(a) **Clarification.** This section shall not apply to Public Utility Relocations as defined in Article I, paragraph 22.

(b) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(c) **Cost of Relocation.**

- a. If the City has a population of less than 2,501 (based on the U.S. Bureau of Census-2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
- b. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE IV: RESPONSIBILITY OF THE CITY OF WINFIELD

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for Winfield to enter into this Agreement on its behalf. Winfield further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Right of Way.**

a. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by Winfield, including any land owned or controlled by a land bank

- formed under K.S.A. § 12-5901, *et seq.* lying inside or outside the limits of Winfield as shown on the final Design Plans, for Project purposes. If the Secretary requests, Winfield shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, Winfield acknowledges the execution and transferring of the deeds and easements by Winfield to the Secretary is an obligation of Winfield for this Agreement and Construction of the Project. This obligation includes if the Commission requests the Cities execute the appropriate deeds and easements transferring the Commission's property rights to the Secretary.
- b. Cooperation in Right of Way Acquisition. Winfield acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Winfield will cooperate in that purpose, as necessary, for completion of the Project.
3. Removal of Encroachments. Winfield shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Winfield and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
4. Future Encroachments. Except as provided by state and federal laws, Winfield agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
5. 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, including but not limited to the exceptions and maximum liability provisions, Winfield 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. Winfield 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.
6. Parking Control. Winfield shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem

necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** Winfield will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Winfield other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.
8. **Maintenance of Trail Responsibilities.** Winfield agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any trail or sidewalk component of the Project, as shown on Exhibit 1.
9. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Winfield shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Winfield to any party outside of the Secretary and all costs incurred by Winfield not to be reimbursed by the Secretary.
10. **Integration of Previous Agreement.** Winfield's signature on this Agreement confirms that Winfield understands that Agreement No. 194-21 shall be incorporated by reference into this Agreement and any conflict in terms between Agreement No. 194-21 and this Agreement shall be resolved in favor of this Agreement, with the exception of the definition of "Project," which instead shall be integrated together in such a way to allow the broadest application.

ARTICLE V: RESPONSIBILITY OF THE CITY OF ARKANSAS CITY

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for Arkansas City to enter into this Agreement on its behalf. Arkansas City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Right of Way.**
 - a. **Use of City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by Arkansas City, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.* lying inside or outside the limits of Arkansas City as shown on the final Design Plans, for Project purposes. If the Secretary requests, Arkansas City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, Arkansas City acknowledges the execution and transferring of the deeds and easements by Arkansas City to the Secretary is an obligation of Arkansas City for this Agreement and Construction of the Project. This obligation includes if the Commission requests the Cities execute the

appropriate deeds and easements transferring the Commission's property rights to the Secretary.

- b. **Cooperation in Right of Way Acquisition.** Arkansas City acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Arkansas City will cooperate in that purpose, as necessary, for completion of the Project.
3. **Removal of Encroachments.** Arkansas City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Arkansas City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
4. **Future Encroachments.** Except as provided by state and federal laws, Arkansas City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
5. **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, including but not limited to the exceptions and maximum liability provisions, Arkansas City 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. Arkansas City 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.
6. **Parking Control.** Arkansas City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.
7. **Access Control.** Arkansas City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Arkansas City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting**. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Arkansas City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Arkansas City to any party outside of the Secretary and all costs incurred by Arkansas City not to be reimbursed by the Secretary.

ARTICLE VI: RESPONSIBILITY OF THE STROTHER FIELD COMMISSION

1. **Legal Authority**. By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the Commission to enter into this Agreement on its behalf. The Commission further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Right of Way**.
 - a. **Use of Commission Right of Way**. The Secretary shall have the right to utilize any land owned or controlled by the Commission as shown on the final Design Plans, for Project purposes. This Agreement and Construction of the Project shall not be in consideration thereof the same. Consideration for the actions required for transfer of deeds and easements shall be subject to necessary determinations of fair market value as established by an appraisal and review appraisal, and payment to the Commission as required by applicable federal and state laws and regulations in order to remain compliant with Federal grant assurances.
 - b. **Cooperation in Right of Way Acquisition**. The Commission acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The Commission will cooperate in that purpose, as necessary, for completion of the Project.
3. **Removal of Encroachments**. The Commission shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Commission and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
4. **Future Encroachments**. Except as provided by state and federal laws, the Commission agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed

along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Design and Specifications.** The Commission shall be responsible to make or contract to have made Plans for the relocation design, permitting, and construction observation of the Public Utility Relocations.
6. **Conformity with State and Federal Requirements.** The Commission shall be responsible to design the Public Utility Relocation Plans or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Public Utility Relocation, and any necessary Project Special Provisions required by the Secretary, and with the rules and regulations of the FHWA pertaining to the Public Utility Relocation.
7. **Submission of Design Plans to Secretary.** Upon their completion, the Commission shall have the Public Utility Relocation Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Public Utility Relocation Plans with the items in Article VI, paragraph 6 above. The Public Utility Relocation Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Public Utility Relocation Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
8. **Consultant Contract Language.** The Commission shall include language requiring conformity with Article VI, paragraph 6 above, in all contracts between the Commission and any Consultant with whom the Commission has contracted to perform services for the Public Utility Relocations. In addition, any contract between the Commission and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article VI, paragraph 6 above. In addition, any contract between the Commission and any Consultant with whom the Commission has contracted to prepare and certify Public Utility Relocation Plans for the Project covered by this Agreement must also contain the following provisions:
 - (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - (b) **Progress Reports.** Language requiring the Consultant to submit to the Commission (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- (c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Commission and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Commission and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Commission or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Commission from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

9. **Responsibility for Adequacy of Design**. The Commission shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Public Utility Relocation Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the Commission’s and its Consultant’s duty to provide adequate and accurate Public Utility Relocation Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Commission, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Public Utility Relocation Plans for the Project, or any other work performed by the Consultant or the Commission.
10. **Plan Retention**. The Commission will maintain a complete set of final Public Utility Relocation Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The Commission further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The Commission shall provide access to or copies of all the above-mentioned documents to the Secretary.
11. **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, including but not limited to the exceptions and maximum liability provisions, the Commission 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

Commission 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.

12. **Parking Control.** The Commission shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.
13. **Access Control.** The Commission will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the Commission other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.
14. **Maintenance Responsibilities.** The Commission agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any portions of the Roadway Facility to be transferred to the Commission at the time Final Acceptance has been issued on the Project. The Commission further agrees that KDOT reserves the right to issue Partial Acceptance on portions of the Project, and if Partial Acceptance is issued, the Commission agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of any portions of the Roadway Facility to be transferred to the Commission, as shown on Exhibit 1.
15. **Route Conditions.** The Commission's signature on this Agreement means the Commission shall accept the condition of the Roadway Facility at the time of Final Acceptance being issued for the Project or Partial Acceptance being issued for a section of the Project. Should the condition of the Roadway Facility be in question prior to maintenance responsibilities being turned over, The Commission must inform the Secretary immediately. The Commission is responsible for any repair action that may be required after the Final Acceptance of the Project is issued.
16. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, The Commission shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Commission to any party outside of the Secretary and all costs incurred by the Commission not to be reimbursed by the Secretary.

ARTICLE VII: FEDERAL REQUIREMENTS

1. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension.** If the value of this Agreement exceeds \$25,000.00, it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the City and County verify that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
3. **System for Award Management.** The City and County have registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM), and shall maintain such registration at all times during which it has active federal awards.
4. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
5. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.
6. **Audit Requirements.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part

200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

- a. Agency Audit. The Secretary and/or the Federal Highway Administration (FHWA) may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the party receiving the request will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement.

ARTICLE VIII: SPECIAL CONDITIONS

1. Access Roads. As a part of the Project, new access roads (as set forth in Exhibit 1) will be constructed to provide local access to property formerly accessible via the old road alignments. The Parties shall take all ownership and maintenance responsibilities for the access roads after Project completion and approval of relevant Commission staff that the Roadway Facility meets Local Route Conditions. Locations of such roads are marked on the Plan Sheets which are attached and become a part of this Agreement as Exhibit 1, and are further defined under Article I, paragraph 26: Roadway Facility.
2. Railroad Crossings. As a part of the Project, an existing Burlington Northern Santa Fe railroad spur is being eradicated by the Secretary and a new one constructed as shown on Exhibit 2.
3. Closure of Highway Access Points. As a part of the Project, access from 1st Street onto US-77 will be closed by the Secretary as shown on Exhibit 2.

ARTICLE IX: GENERAL PROVISIONS

1. Incorporation of Documents. The final Design Plans, exhibits, attachments, and any related agreements or subagreements for the Project are either attached hereto or incorporated by this reference and made a part of this Agreement as if set forth in their entirety herein.
2. Traffic Control. The Parties agree to the following with regard to traffic control for the Project:

- (a) Temporary Traffic Control. The Secretary shall determine in consultation with the City and the County the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City, County, and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City, County, and the Secretary shall approve such revisions before they become effective.
 - (b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
3. Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trail/Sidewalk”) constructed on state highway right of way, if any, pursuant to the Design Plans, the Parties agree as follows:
 - a. Local Governmental Authority Responsible for Repairs and Providing Alternative Accessible Routes. The City and County agree that the primary purpose of KDOT Right of Way is for the construction and maintenance of state highways and those highways that are a part of the NHS. If Construction or maintenance for this Project reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the local governmental authority with jurisdiction at that location shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of Construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the appropriate local governmental authority will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
 - b. Interference with KDOT Right of Way. If the Secretary, in the Secretary’s sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the local governmental authority with jurisdiction at that location will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
 - c. Incorporation of Trail/Sidewalk into Local Transportation System. The City and County agree to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

- d. **Maintenance.** When the Project is completed and final acceptance is issued, the City and County respectively, and at their own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way in their jurisdictions and make ample provision each year for such maintenance. If notified by the Secretary or the State Transportation Engineer of any unsatisfactory maintenance condition, the City or County will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the Secretary or State Transportation Engineer; however, is not intended to and shall not be construed to be an undertaking of the City's or County's absolute duty and obligation to maintain the Trail/Sidewalk.
4. **City Ordinances.** The Secretary is not required to follow any city zoning ordinances in the Design, Construction, or maintenance of the Project.
5. **City Connecting Link.** The Secretary has valid agreements with both Winfield and Arkansas City covering routine maintenance of the City Connecting Links affected by this Project. It is the Parties' intention that it remains in full force and effect and the mileage set out in the current City Connecting Link maintenance agreement is not affected by this Agreement.
6. **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.
7. **Contractual Provisions.** The provisions found in the current version of "Contractual Provisions Attachment (Form DA-146a)", which is attached, are incorporated into and made a part of this Agreement.
8. **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.
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 Secretary and the City and their successors in office. The City and County may not transfer or assign any rights or obligations accrued under this Agreement without the express written consent of the Secretary.
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 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 have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:	THE CITY OF WINFIELD, KANSAS
City Clerk	Mayor
(Date)	(Date)
(SEAL)	

ATTEST:	THE CITY OF ARKANSAS CITY, KANSAS
City Clerk	Mayor
(Date)	(Date)
(SEAL)	

ATTEST:	STROTHER FIELD COMMISSION
	Name
(Date)	(Date)
	Title

Agreement No. 580-23
Project No. KA-4137-01
NHPP-A413(701)
Bureau of Program & Project Management

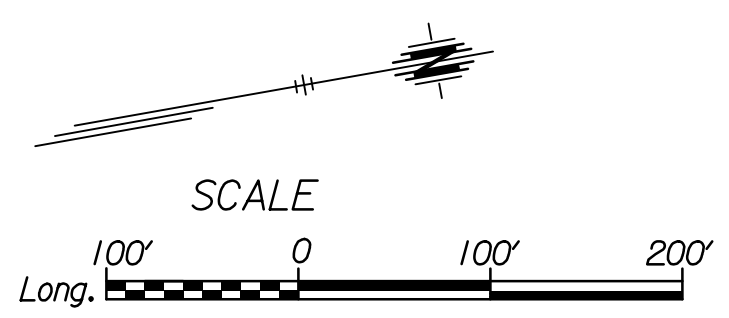
Kansas Department of Transportation
Secretary of Transportation

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

INDEX OF ATTACHMENTS:

Exhibit 1
Exhibit 2
Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	077-018 KA-4137-01	2024	19	27



€ SB US-77
P.C. @ Sta. 2556+78.86
N 1,514,498.919 E 1,750,097.472
1) -€ Proposed Improvement
Sta. 556+78.86, 42.00' Lt.
2) Not Set

P.I. @ Sta. 2561+86.74 (Bk.)=
P.I. @ Sta. 2561+80.81 (Ahd.)=
N 1,514,967.733 E 1,750,292.806
1) -€ Proposed Improvement
Sta. 561+89.17, 2.49' Lt.
2) Not Set

P.T. @ Sta. 2566+88.69
N 1,515,471.299 E 1,750,358.860
1) -€ Proposed Improvement
Sta. 566+88.03, 22.00' Lt.
2) Not Set

€ NB US-77
P.C. @ Sta. 1555+78.46
N 1,514,373.362 E 1,750,134.475
1) -€ Proposed Improvement
Sta. 555+78.46, 42.00' Rt.
2) Not Set

P.I. @ Sta. 1560+04.00 (Bk.)=
P.I. @ Sta. 1559+97.82 (Ahd.)=
N 1,514,760.989 E 1,750,310.064
1) -€ Proposed Improvement
Sta. 559+96.36, 69.09' Rt.
2) Not Set

P.T. @ Sta. 1564+23.36
N 1,515,182.917 E 1,750,365.409
1) -€ Proposed Improvement
Sta. 564+13.92, 24.74' Rt.
2) Not Set

P.O.T. @ Sta. 1567+08.45
N 1,515,465.917 E 1,750,402.486
1) -€ Proposed Improvement
Sta. 566+98.03, 22.00' Rt.
2) Not Set

P.T. @ Sta. 565+47.60
N 1,515,319.286 E 1,750,361.109
1) Set 2" Mag nail (Flush)
2) € NB US-77 Hwy 23.6' SE
3) € SB US-77 Hwy 23.2' NE
4) Light pole base lying E of NB US-77 75.1' NE
5) Light pole base lying W of SB US-77 103.8' NW

Quail Ridge Dr
P.O.T. @ Sta. 50+00.00
N 1,514,543.227 E 1,750,160.728
1. € Proposed Improvement = Sta. 557+44.09
2. Not Set

P.O.T. @ Sta. 51+70.00
N 1,514,470.937 E 1,750,314.592
1. -€ Proposed Improvement = Sta. 557+33.70, 169.66' Rt.
2. Not Set

P.O.T. @ Sta. 567+01.50
N 1,515,471.877 E 1,750,381.124
1) Set 2" Mag nail in asphalt (Flush)
2) € of NB US-77 Hwy 23.4' SE
3) € of SB US-77 Hwy 20.7' NW
4) Light pole lying E of US-77 Hwy 108.5' SW
5) Light pole lying W of US-77 Hwy 78.4' SW

33rd Ave
P.O.T. @ Sta. 47+00.00
N 1,515,811.142 E 1,750,128.261
1. -€ Proposed Improvement
Sta. 570+05.00, 294.84' Lt.
2. Not Set

P.C. @ Sta. 47+78.29
N 1,515,780.075 E 1,750,200.123
1. -€ Proposed Improvement
Sta. 569+83.54, 219.55' Lt.
2. Not Set

P.C. @ Sta. 577+84.11
N 1,516,545.293 E 1,750,521.926
1) Set Mag nail (Flush)
2) Sign post 74.3' NE
3) Top key fire hydrant 235.3' SE
4) Light pole 232.7' SSW
5) Light pole 79.0' NW

€ Curve Data
P.I. Sta. 584+06.50 (Bk.)=
P.I. Sta. 584+01.76 (Ahd.)=
D = 12°14'59" (Lt.)
Δ = 0°59'16"
R = 5800.00'
T = 622.39'
L = 1240.04'
E = 33.30'
Super = .04

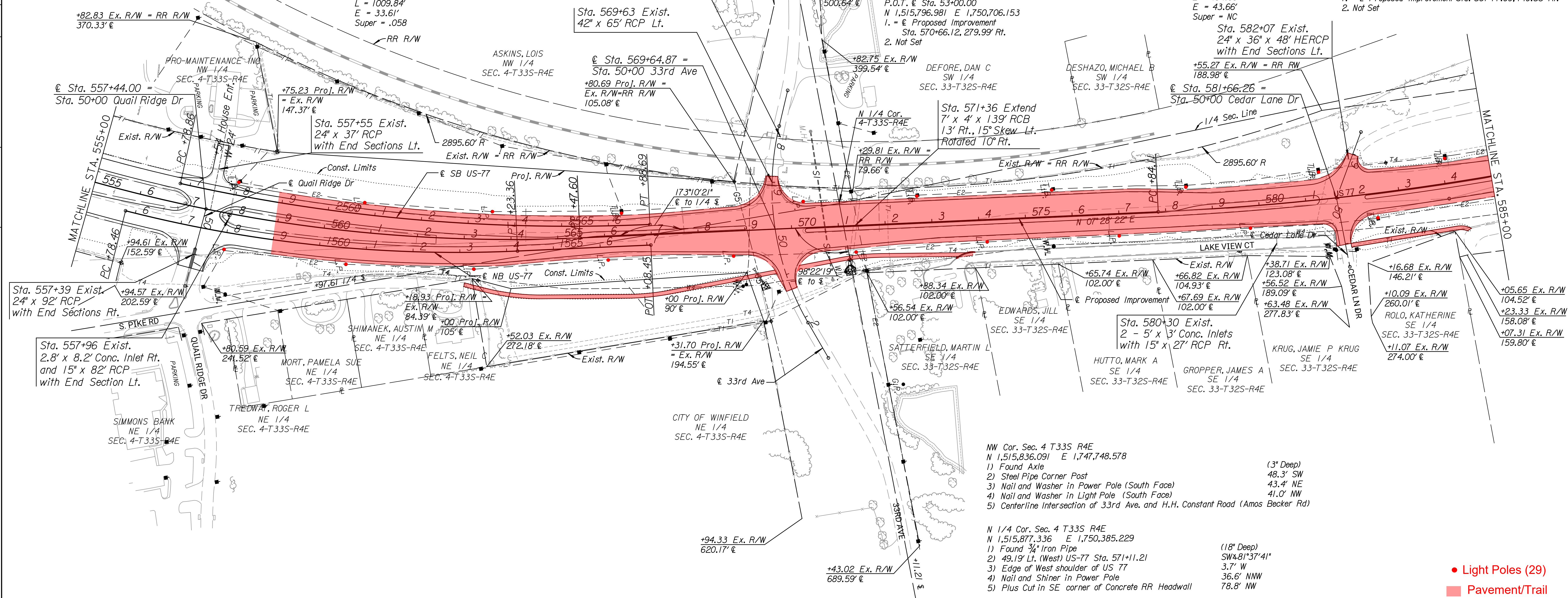
P.I. @ Sta. 584+06.50 (Bk.)=
P.I. @ Sta. 584+01.76 (Ahd.)=
N 1,517,162.398 E 1,750,602.872
1) Set Mag Nail (Flush)
2) Telephone Pedestal 71.3' E
3) Speed Limit sign 133.6' SSE
4) Light Pole 87.3' W
5) Light Pole 125.5' NNE

Cedar Lane Dr
P.O.T. @ Sta. 48+50.00
N 1,517,001.522 E 1,750,429.768
1. -€ Proposed Improvement Sta. 582+35.32, 133.57' Lt.
2. Not Set

P.I. @ Sta. 50+00.00
Δ = 31°19'34" Lt. (No Curve)
N 1,516,925.563 E 1,750,559.113
1. -€ Proposed Improvement Sta. 581+66.26

P.O.T. @ Sta. 51+50.00
N 1,516,927.925 E 1,750,709.095
1. -€ Proposed Improvement Sta. 581+77.99, 149.53' Rt.
2. Not Set

DATE	BY	REFERENCES NOTED	REFERENCES CHECKED
6/2022	R. Sporing		
6/2022	K. Schomaker		



Utilities
Water: City of Winfield - W4
Gas: City of Winfield - G5
Electric: City of Winfield - E2
Sewer: City of Winfield - S1
Telephone: AT&T Distribution - T1
Centurylink - T4

EXHIBIT 1a: WINFIELD INFRASTRUCTURE MAINTENANCE

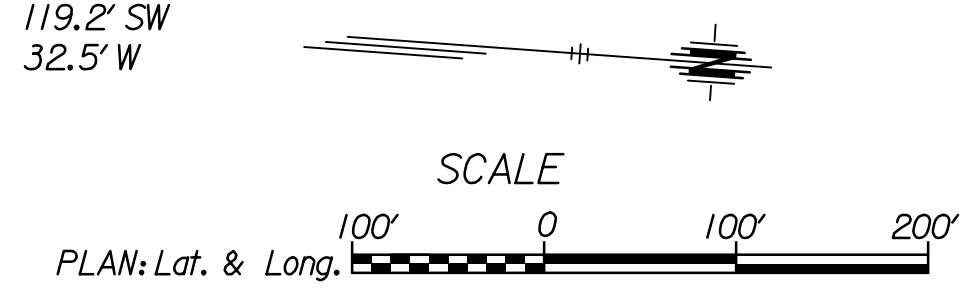
- NW Cor. Sec. 4 T33S R4E
N 1,515,836.091 E 1,747,748.578
1) Found Axle (3" Deep)
2) Steel Pipe Corner Post 48.3' SW
3) Nail and Washer in Power Pole (South Face) 43.4' NE
4) Nail and Washer in Light Pole (South Face) 41.0' NW
5) Centerline Intersection of 33rd Ave. and H.H. Constant Road (Amos Becker Rd)
- N 1/4 Cor. Sec. 4 T33S R4E
N 1,515,877.336 E 1,750,385.229
1) Found 3/4" Iron Pipe (18" Deep)
2) 49.19' Lt. (West) US-77 Sta. 571+11.21 SW+81°37'41"
3) Edge of West shoulder of US 77 3.7' W
4) Nail and Shiner in Power Pole 36.6' NNW
5) Plus Cut in SE corner of Concrete RR Headwall 78.8' NW
- 3) East-West Hedge Row N Edge
4) Nail and Washer in Power Pole 33.3' NNE
5) *Box' cut in centerline of concrete Headwall 28.5' SW

BM 158 - Found bolt in hubguard of RCB
72.57' Rt. @ US-77 Sta. 571+21.28 Elev. 1145.320

BM 168 - Set ** cut on top key of Fire Hydrant
64.21' Rt. @ US-77 Sta. 575+57.77 Elev. 1145.382

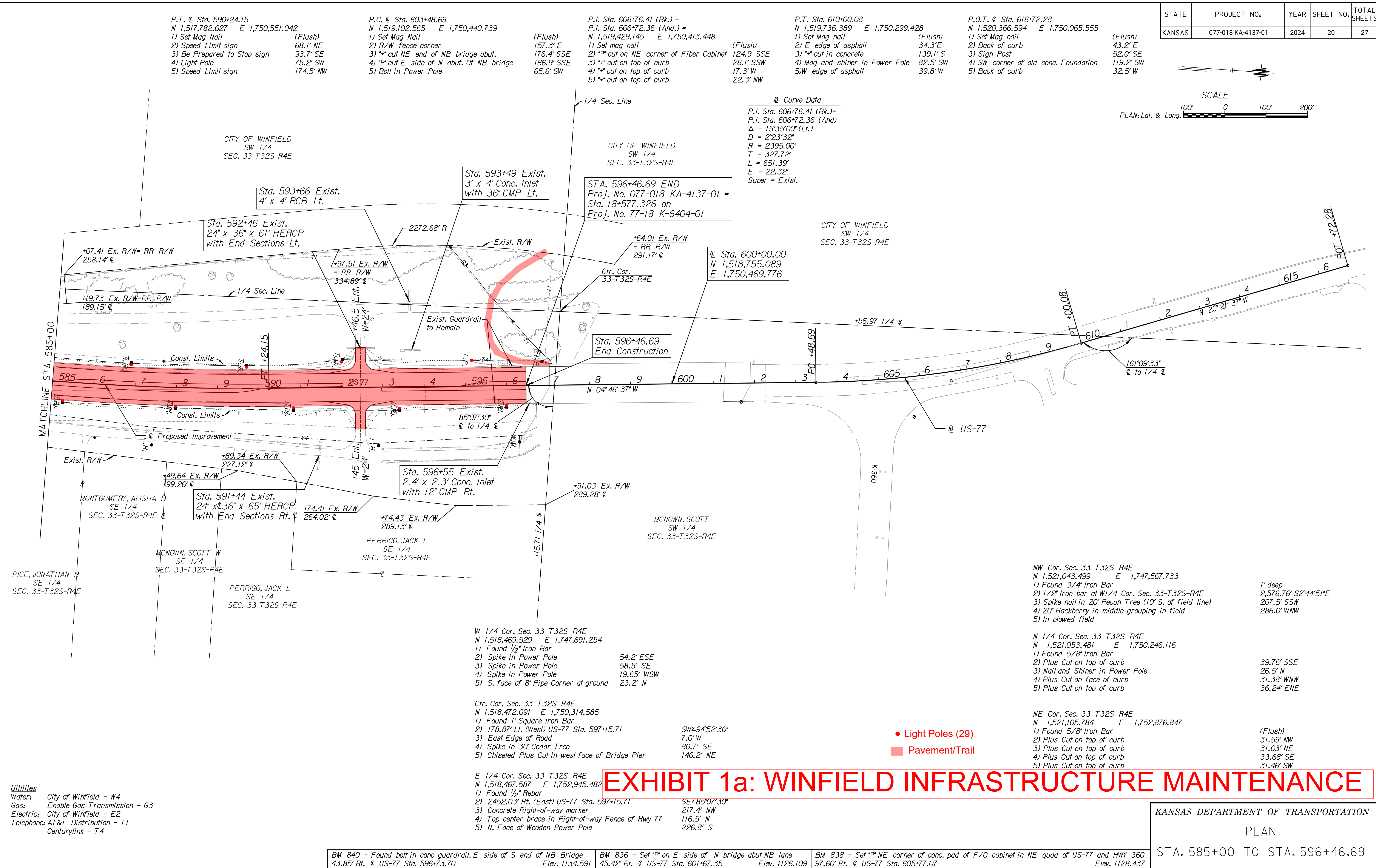
KANSAS DEPARTMENT OF TRANSPORTATION
PLAN
STA. 555+00 TO STA. 585+00

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	077-018 KA-4137-01	2024	20	27



DATE	BY
6/2022	R. Sporing
6/2022	K. Schomaker

Drawn By: RSPORING Plotted: 04-11-23
 File: c:\pwworking\central01\2708304\ka413701rpl-18.dgn



Utilities
 Water: City of Winfield - W4
 Gas: Enable Gas Transmission - G3
 Electric: City of Winfield - E2
 Telephone: AT&T Distribution - T1
 Centurylink - T4

- W 1/4 Cor. Sec. 33 T32S R4E
 N 1,518,469.529 E 1,747,691.254
 1) Found 1/2" Iron Bar
 2) Spike in Power Pole 54.2' ESE
 3) Spike in Power Pole 58.5' SE
 4) Spike in Power Pole 19.65' WSW
 5) S. Face of 8" Pipe Corner at ground 23.2' N

- Ctr. Cor. Sec. 33 T32S R4E
 N 1,518,472.091 E 1,750,314.585
 1) Found 1" Square Iron Bar
 2) 178.87' Lt. (West) US-77 Sta. 597+15.71
 3) East Edge of Road
 4) Spike in 30" Cedar Tree
 5) Chiseled Plus Cut in west face of Bridge Pier

- SW 94°52'30"
 7.0' W
 80.7' SE
 146.2' NE

- E 1/4 Cor. Sec. 33 T32S R4E
 N 1,518,467.587 E 1,752,945.482
 1) Found 1/2" Rebar
 2) 2452.03' Rt. (East) US-77 Sta. 597+15.71
 3) Concrete Right-of-way marker
 4) Top center brace in Right-of-way Fence of Hwy 77
 5) N. Face of Wooden Power Pole

- SE 85°07'30"
 217.4' NW
 116.5' N
 226.8' S

BM 840 - Found bolt in conc guardrail, E side of S end of NB Bridge
 43.85' Rt. & US-77 Sta. 596+73.70 Elev. 1134.591

BM 836 - Set ¹⁰⁰ on E side of N bridge abut NB lane
 45.42' Rt. & US-77 Sta. 601+67.35 Elev. 1126.109

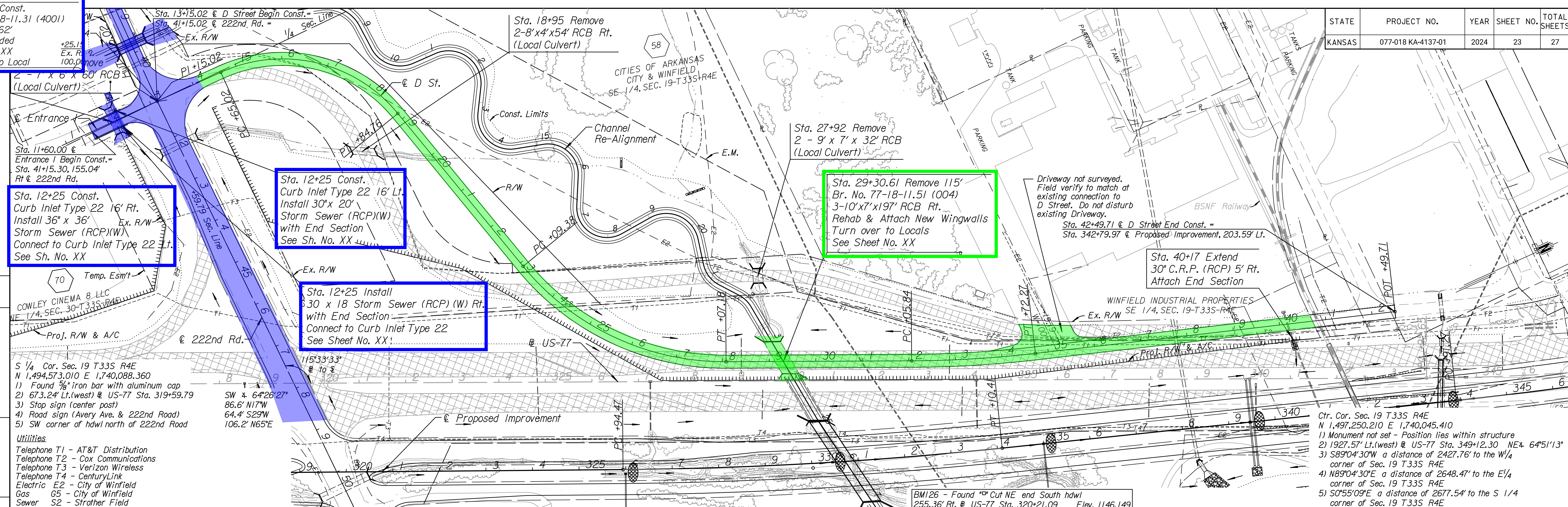
BM 838 - Set ¹⁰⁰ NE corner of conc. pad of F/O cabinet in NE quad of US-77 and HWY 360
 97.60' Rt. & US-77 Sta. 605+77.07 Elev. 1128.437

EXHIBIT 1a: WINFIELD INFRASTRUCTURE MAINTENANCE

KANSAS DEPARTMENT OF TRANSPORTATION
 PLAN
 STA. 585+00 TO STA. 596+46.69

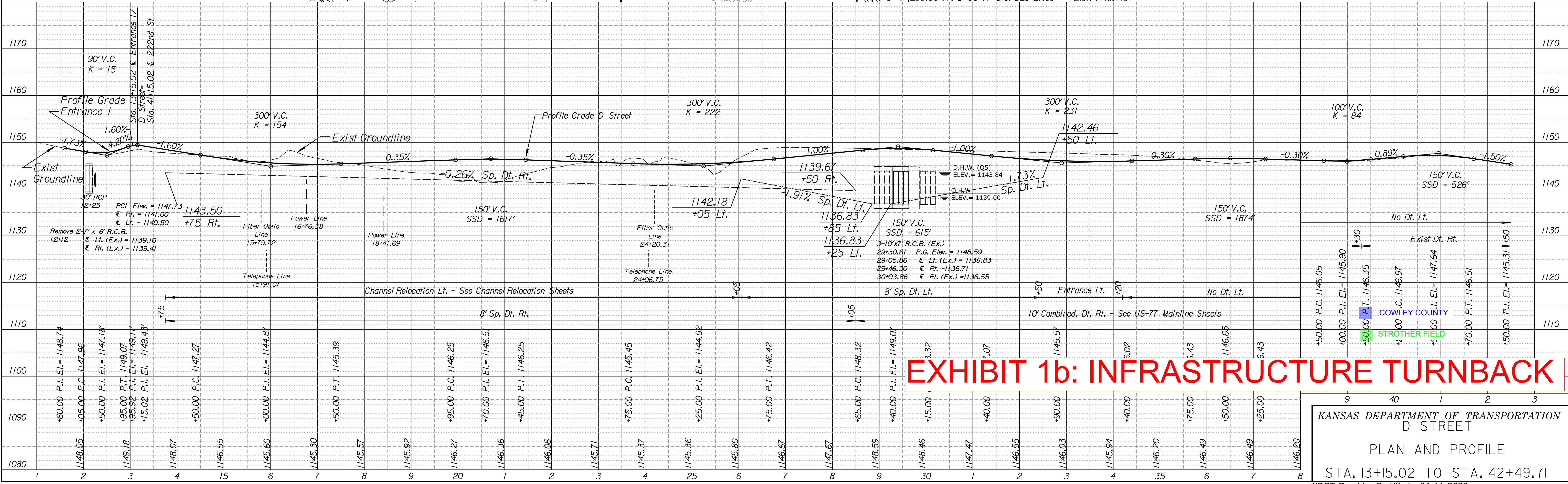
Sta. 39+80 Const.
Br. No. 77-18-11.31 (4001)
3-7' x 7' x 62"
RFB, Embedded
See Sh. No. XX
Turn Over to Local

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	077-018 KA-4137-01	2024	23	27



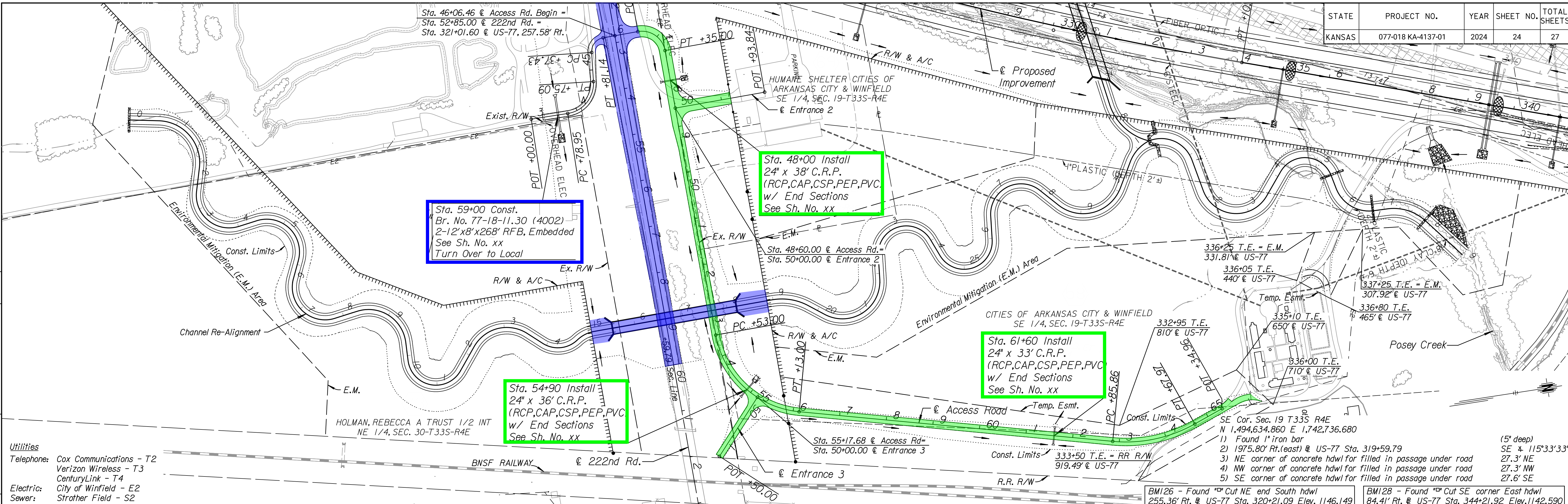
DATE	BY	REVISIONS
6/2022 <td>R. Sporing <td>1) Found 9\"/> </td></td>	R. Sporing <td>1) Found 9\"/> </td>	1) Found 9\"/>

S 1/4 Cor. Sec. 19 T33S R4E
N 1,494,573.010 E 1,740,088.360
1) Found 9\"/>



KANSAS DEPARTMENT OF TRANSPORTATION
D STREET
PLAN AND PROFILE
STA. 13+15.02 TO STA. 42+49.71
KDOT Graphics Certified 04-11-2023 Sh. No. 23

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	077-018 KA-4137-01	2024	24	27



DATE	BY
6/2022	R. Sporing
6/2022	K. Schomaker

Utilities
 Telephone: Cox Communications - T2
 Verizon Wireless - T3
 CenturyLink - T4
 Electric: City of Winfield - E2
 Sewer: Strother Field - S2

- SE Cor. Sec. 19 T33S R4E**
 N 1,494,634.860 E 1,742,736.680
- 1) Found 1" iron bar
 - 2) 1975.80' Rt.(east) @ US-77 Sta. 319+59.79
 - 3) NE corner of concrete hdl for filled in passage under road
 - 4) NW corner of concrete hdl for filled in passage under road
 - 5) SE corner of concrete hdl for filled in passage under road
- (5' deep)
 SE ¼ 115°33'33"
 27.3' NE
 27.3' NW
 27.6' SE
- BMI26 - Found " Cut NE end South hdl
 255.36' Rt. @ US-77 Sta. 320+21.09 Elev. 1146.149
- BMI28 - Found " Cut SE corner East hdl
 84.41' Rt. @ US-77 Sta. 344+21.92 Elev. 1142.590

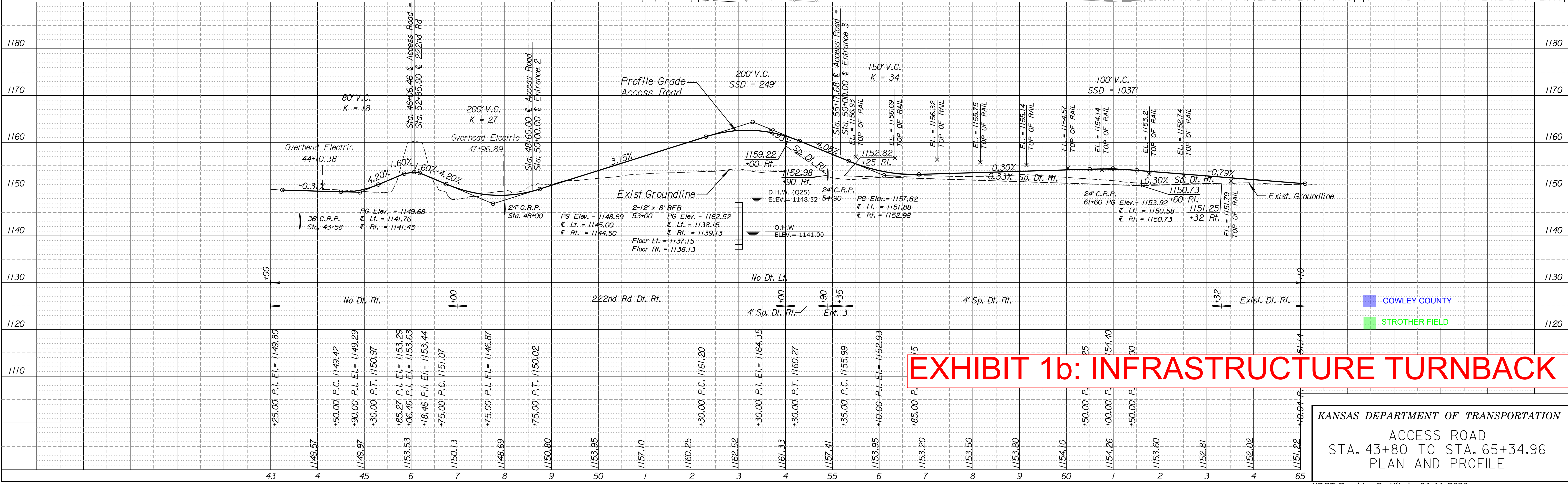
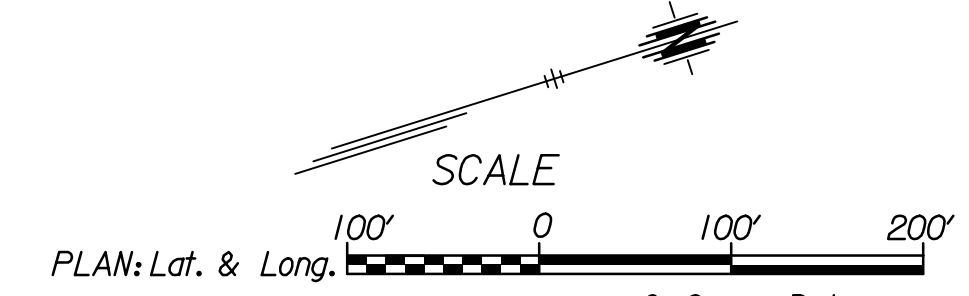


EXHIBIT 1b: INFRASTRUCTURE TURNBACK

KANSAS DEPARTMENT OF TRANSPORTATION
 ACCESS ROAD
 STA. 43+80 TO STA. 65+34.96
 PLAN AND PROFILE

Drawn By: RSPORING Plotted: 04-11-23
 File: c:\pwworking\central\01\2708304\ka413701rpp-02.dgn

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	077-018 KA-4137-01	2024	11	27



DATE	BY	REFERENCES NOTED	REFERENCES CHECKED
6/2022	R. Sporing		
6/2022	K. Schomaker		

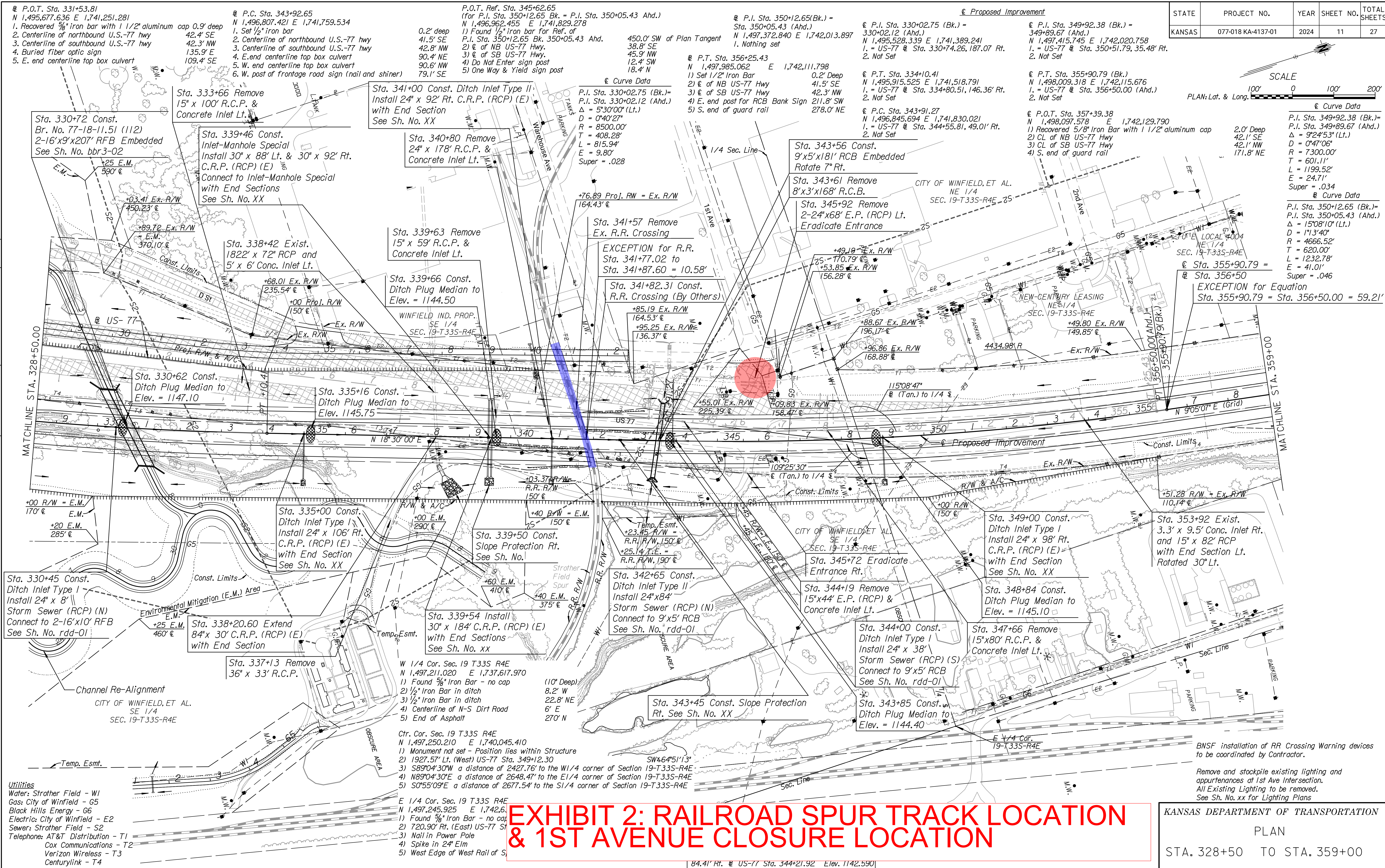


EXHIBIT 2: RAILROAD SPUR TRACK LOCATION & 1ST AVENUE CLOSURE LOCATION

KANSAS DEPARTMENT OF TRANSPORTATION

PLAN

STA. 328+50 TO STA. 359+00

Drawn By: RSPORING Plotted: 04-11-23
 File: c:\pwworking\central\01\20708304\k413701rpl-09.dgn

- Utilities**
- Water: Strother Field - W1
 - Gas: City of Winfield - G5
 - Black Hills Energy - G6
 - Electric: City of Winfield - E2
 - Sewer: Strother Field - S2
 - Telephone: AT&T Distribution - T1
 - Cox Communications - T2
 - Verizon Wireless - T3
 - Centurylink - T4

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

For Strother Field Commission Signature:

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

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The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

**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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (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 (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.