

**EXHIBIT C**

**CITY-STATE AGREEMENT FOR RECONSTRUCTION OF WEST 6TH STREET**

Agreement No. 182-00

PROJECT NO. 40 – 23 K 6880 - 01  
SYSTEM ENHANCEMENT PROJECT

RECONSTRUCT US-40 FROM K-10 THROUGH WAKARUSA DRIVE

CITY OF LAWRENCE, KANSAS

**A G R E E M E N T**

The following is an agreement between the city of Lawrence, Kansas (City) and the Secretary of Transportation of the State of Kansas (Secretary). This agreement shall govern the respective rights and obligations of the City and the Secretary in regard to the above designated project.

**DEFINITIONS:**

Project ---- All work associated with Project number 40 – 23 K 6880 - 01 as described on KDOT’s most current Project Authorization Form 883.

Champion Lane Work ---- The City has requested the Secretary to include the City’s roadway work from Station 12+825 on the Project east to approximately Folks Road. This includes preliminary engineering, right-of-way acquisition, utility adjustments, construction, and construction engineering in order to widen US-40 (6<sup>th</sup> Street) to five lanes in the described area.

Waterlines and Utility Conduit Work ---- The City has requested the Secretary to include the City’s waterlines and utility conduits as part of this Project. This includes the preliminary engineering, utility adjustments, construction and construction engineering for the City’s waterlines and utility conduits.

KDOT ---- Kansas Department of Transportation

Secretary ---- Shall mean the duly appointed Secretary of Transportation of the State of Kansas or persons to whom his authority has been delegated.

City ---- City of Lawrence, Kansas

Approved Plans ----	The plans approved by the Secretary for letting of the Project, Champion Lane Work, Waterlines and Utility Conduit Work.
As Built Plans ----	The approved plans as modified during construction and designated by the Secretary as final plans
Standard Specifications ----	The Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, 1990 Ed. (Specifications)
right-of-way ----	any right-of-way, permanent easements, temporary easements, construction easements, easements, access rights, access control, and/or other property right purchased.
West 6 <sup>th</sup> Street (US-40) Access Management Plan ----	A plan based on the KDOT guidelines for Corridor Management for the West 6 <sup>th</sup> Street (US-40) developed by the Secretary. (The West 6 <sup>th</sup> Street (US-40) Access Management Plan dated May 27, 1998 includes, but is not limited to, minimum spacing of access points, public or private usage of access points, minimum offset of connections on side roads, and access control of remaining frontage.
Utility Accommodation Policy ----	The Kansas Department of Transportation <u>Utility Accommodation Policy, (1998)</u> , as amended or supplemented.
Uniform Relocation Assistance and Real Property Acquisition Policies Act ----	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and Administrative regulations contained in 49 C.F.R., pt. 24 entitled "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs." (Relocation Act).

**THE SECRETARY AGREES:**

- a. To take bids for the Project, Champion Lane Work, Waterlines and Utility Conduit Work in accordance with the KDOT normal requirements for similar improvement projects, and to award the contract to the lowest responsible bidder.
- b. To notify the City as to the date of taking bids, the date of the award of the contract, and the date of notice to proceed.
- c. To administer the construction, inspect the Project, Champion Lane Work, Waterlines and Utility Conduit Work and administer the payments due the contractor.
- d. To determine the required right-of-way for the Project, Champion Lane Work, Waterlines and Utility Conduit Work and acquire the same in the name of the State of Kansas according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act.
- e. To have recorded all deeds and easements for any right-of-way acquired for the Project, Champion Lane Work, Waterlines and Utility Conduit Work with the Register of Deeds of Douglas County, Kansas.
- f. To cause to be moved or adjusted all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary for the construction of the Project, Champion Lane Work, Waterlines and Utility Conduit Work in accordance with the Approved Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the Utility Accommodation Policy. The expense of removal or adjustment of utilities located on public right-of-way shall be borne by the owners. The expense of removal or adjustment of privately owned utilities located on private right-of-way or easement shall be reimbursed to the owner. The expense of the relocation of the Rural Water District No. 1 facilities for the Project shall be included in the Project costs for utility adjustments.
- g. To have no responsibility for the Project costs of preliminary engineering, including designer construction services (shop drawings, false work plans, etc.). Further, the Secretary shall not be responsible for any of the Project costs incurred by the KDOT for preliminary engineering, including designer construction services (shop drawings, false work plans, etc.). The Secretary shall provide statements of the KDOT's incurred preliminary engineering costs for the Project to the City for reimbursement.

- h. To be responsible for 80% of the Project costs for right-of-way, utility adjustments, construction, and construction engineering. Further, the Secretary shall be responsible for 80% of the Project costs incurred by the Secretary for right-of-way, utility adjustments, construction, and construction engineering of the Project.
- i. To maintain records for the KDOT's costs of the Project, Champion Lane Work, Waterlines and Utility Conduit Work. The records will reflect the hours worked, the work performed, or the materials purchased or consumed. Labor additives may be considered part of the expense, but no allowance shall be made for overhead or administrative expenses.

**THE CITY AGREES:**

- a. To hire a design consultant, to prepare plans and specifications, and review the plans for the Project, Champion Lane Work, Waterlines and Utility Conduit Work.
- b. The Project, Champion Lane Work, Waterlines and Utility Conduit Work will be designed to current American Association of State Highway and Transportation Officials (AASHTO) and KDOT design criteria, guidelines, procedures, and format as interpreted by the Secretary.
- c. To provide the Secretary with all survey work necessary for the acquisition of the right-of-way for the Project, Champion Lane Work, Waterlines and Utility Conduit Work.
- d. The Secretary will review and approve the final plans prior to letting, including but not limited to, geometrics, access, geotechnical work, pavement design, traffic control, signing, and lighting for the Project and Champion Lane Work. Upon request by the Secretary, the City shall provide for review design calculations, plan sheets, and design work. These will be the Approved Plans.
- e. That the Secretary shall make periodic inspection of the Project, Champion Lane Work, Waterlines and Utility Conduit Work and the records of the City as may be deemed necessary or desirable. The City will direct or cause its consultant to accomplish any corrective action or work for the Project, Champion Lane Work, Waterlines and Utility Conduit Work required by Secretary as necessary at no cost to the Secretary.

- f. To provide the Secretary with one (1) set of approved plan reproducibles for the Project, Champion Lane Work, Waterlines and Utility Conduit Work prior to letting.
- g. The total funding amount for the Economic Development funds programmed for Lawrence in October of 1997 (ED funds) is released by the City in consideration for funding provided by this Agreement for this Project. Further, the City agrees that the 1997 ED funds are no longer available to Lawrence for this Project or any other project. This City acknowledges and agrees that KDOT at its sole discretion will reprogram the ED funds.
- h. By resolution, to authorize the Secretary to undertake and complete the Project, Champion Lane Work, Waterlines and Utility Conduit Work within the corporate limits of the City.
- i. To designate the Lawrence City Engineer as the contact person for the City who will coordinate with the Secretary and be responsible for keeping local entities informed about the progress of the Project, Champion Lane Work, Waterlines and Utility Conduit Work.
- j. To be responsible for 100% of the Project costs for preliminary engineering, including designer construction services (shop drawings, false work plans, etc.). Further, the City shall be responsible for 100% of the Project costs incurred by the KDOT for preliminary engineering, including designer construction services (shop drawings, false work plans, etc.).
- k. To be responsible for 20% of the Project costs for right-of-way, utility adjustments, construction, and construction engineering. Further, the City shall be responsible for 20% of the Project costs incurred by the Secretary for right-of-way, utility adjustments, construction, and construction engineering of the Project.
- l. That any change in the use of right-of-way or in the access after the Project and Champion Lane Work construction has been accepted will require written approval by the Secretary.
- m. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project and Champion Lane Work other than those shown on the Approved Plans or As Built Plans. Any exceptions therefrom must have written approved from the Secretary.

- n. That all right-of-way provided for the Project and Champion Lane Work shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.
- o. To prohibit parking of vehicles on the Project and Champion Lane Work and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways that the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.
- p. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.
- q. To track incurred Project, Champion Lane Work, Waterlines and Utility Conduit Work expenses sufficiently to audit expenses paid directly by the City to any party and report these expenses to the Secretary on a mutually agreed time schedule. This will enable the Secretary to report all costs of the projects to the Legislature.

**THE SECRETARY AND THE CITY AGREE:**

- a. That the Project, Champion Lane Work, Waterlines and Utility Conduit Work when approved shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary its agent, and all acts, proceedings, matters and things hereinafter done by the Secretary in connection therewith are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent except as otherwise modified by this Agreement.
- b. The Approved Plans and specifications for the Project and Champion Lane Work when approved by the Secretary are by reference made a part of this agreement.
- c. That Secretary will provide the City's consultant with the pavement recommendation to be used in the design of the Project and Champion Lane Work.
- d. That 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, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

- e. The West 6<sup>th</sup> Street (US-40) Access Management Plan dated May 27, 1998 as adopted by the City with any revisions are incorporated by reference and made a part of this Agreement. The Project, Champion Lane Work, Waterlines and Utility Conduit Work will be designed to be compatible with West 6<sup>th</sup> Street (US-40) Access Management Plan. Any exception to the West 6<sup>th</sup> Street (US-40) Access Management Plan will be mutually agreed to by both the Secretary and the City.
- f. That the City and Secretary have in the past entered into an agreement covering routine maintenance of the city connecting link. It is the intention of the Secretary and the City that city connecting link agreement for routine maintenance shall remain in full force. Modification of the city connecting link agreement will be made as appropriate and as mutually agreed to by the City and Secretary.
- g. Upon completion of the Project and Champion Lane Work that the City shall be responsible for all cost to maintain the landscaping and sidewalks throughout the Champion Lane Work and Project inside both the City limits and Douglas County. The City agrees that the Secretary shall not be responsible for any cost to maintain the landscaping and sidewalks throughout the Champion Lane Work and Project inside both the City limits and Douglas County.
- h. Upon completion of the Project and Champion Lane Work that the City shall be responsible for all cost to maintain the Waterlines and Utility Conduit Work throughout the Champion Lane Work and Project inside both the City limits and Douglas County. The City agrees that the Secretary shall not be responsible for any cost to maintain the Waterlines and Utility Conduit Work throughout the Champion Lane Work and Project inside both the City limits and Douglas County.
- i. That the City and the Secretary shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the parties that before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Approved plans. If revisions to the traffic-handling plan are proposed during the

progress of construction, the City and the Secretary shall approve such revisions before they become effective.

- j. That the "Special Attachment No. 1" attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
- k. That all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
- l. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- m. If any cost is determined by the Secretary to be non-participating by KDOT, the City will reimburse the Secretary the total cost of any non-participating cost.
- n. The City has requested the Secretary to include the City's Waterlines and Utility Conduit Work as part of this Project. The City will have sole responsibility for any costs for the preliminary engineering, utility adjustments, construction and construction engineering for the City's waterlines and utility conduits. The City acknowledges and agrees that any cost for the City's Waterlines and Utility Conduit Work are non-participating costs for this Project. The City acknowledges and agrees the Secretary has no responsibility for any cost for the City's Waterlines and Utility Conduit Work.
- o. The City has requested the Secretary to include the Champion Lane Work as a part of the Project. The City will have sole have responsibility for any costs for the preliminary engineering, utility adjustments, right-of-way, construction, and construction engineering for the Champion Lane Work. The City acknowledges and agrees that any cost for the Champion Lane Work are non-participating costs for this Project. The City acknowledges and agrees the Secretary has no responsibility for any cost for the Champion Lane Work..

**PROJECT FUNDING AND PAYMENT  
THE SECRETARY AND THE CITY AGREE:**

- a. System Enhancement funding for the Project is subject to reduction if legislative action reduces the total amount of System Enhancement funds



available. Further, if sufficient funds are not appropriated to continue the Project, the Secretary may terminate this Agreement. If this Project or Agreement is terminated by the Secretary, the Secretary shall have the right to terminate the Champion Lane Work and Waterlines and Utility Conduit Work. If the Project or Agreement is terminated, the Secretary will not be responsible for any cost incurred by the City for the Project, Champion Lane Work, and Waterlines and Utility Conduit Work.

- b. The Agreement will be contingent upon the successful adoption of a Resolution by the City authorizing the debt financing for the City's share of the Project, Champion Lane Work, Waterlines and Utility Conduit Work costs. The Resolution can only be adopted by the Lawrence City Commission after either:
  - 1) the annexation of proposed project right-of-way and adjoining property within the City limits; or
  - 2) an election authorizing the debt financing; or
  - 3) other lawful means which authorizes the debt financing.

The City will make all legal efforts to adopt the Resolution by June 1, 2002. If a Resolution is not adopted by June 1, 2002, this Agreement will be null and void.

- c. The City agrees that the time and basis of the three payments for their Project, Champion Lane Work, Waterlines and Utility Conduit Work costs will be as follows:

*First Payment after the award of the first primary construction contract* - The Chief of Fiscal Services for KDOT will, in a timely manner, prepare a billing of the Project, Champion Lane Work, Waterlines and Utility Conduit Work costs for which the City is responsible and shall then transmit the billing to the City, after receiving the "Authorization to Award Contract." The City will deposit with the Secretary its estimated share of the total Project, Champion Lane Work, Waterlines and Utility Conduit Work costs and non-participating costs the City is responsible for based upon actual costs by the Secretary and estimates for outstanding costs. The City agrees the first payment is due within fifty (50) days after receiving the billing from the Secretary's Chief of Fiscal Services.

*Second Payment after the acceptance of the last primary construction contract* - The Chief of Fiscal Services for KDOT will, in a timely manner,

prepare a billing of the Project, Champion Lane Work, Waterlines and Utility Conduit Work costs for which the City is responsible and shall then transmit the billing to the City, after receiving the "Notice of Acceptance." The City will deposit with the Secretary its estimated share of the total Project, Champion Lane Work, Waterlines and Utility Conduit Work costs and non-participating costs the City is responsible for based upon actual costs by the Secretary and estimates for outstanding costs. The City agrees that if any payment is due to the Secretary, such payment will be made within thirty (30) days after receipt of the billing from the Secretary's Chief of Fiscal Services.

*Third Payment after receipt of the final voucher claim and final audit is complete* – The Chief of Fiscal Services for KDOT will, in a timely manner, prepare a complete and final billing of all Project, Champion Lane Work, Waterlines and Utility Conduit Work costs and non-participating costs for which the City is responsible and shall then transmit the complete and final billing to the City after receiving the "Final Audit" for the Project, Champion Lane Work, Waterlines and Utility Conduit Work. The City will deposit with the Secretary its share of the total Project, Champion Lane Work, Waterlines and Utility Conduit Work costs the City is responsible for based upon actual costs by the Secretary. The City agrees that if any payment is due to the Secretary, such payment will be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

The effective date of this agreement is this 25<sup>th</sup> day of APRIL, 2002.

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

Attest:

The City of Lawrence, Kansas



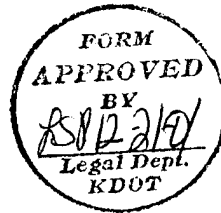
CITY CLERK  
(Seal)



MAYOR

E. Dean Carlson  
Secretary of Transportation

By: Warren L. Sick  
Warren L. Sick, P.E.  
Assistant Secretary and State  
Transportation Engineer



## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 1101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

#### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.