ENCAMPMENT CLEANUP AGREEMENT

THIS ENCAMPMENT CLEANUP AGREEMENT ("this Agreement") is entered into as of 14 day of September 2026 by and between the City of Wichita, a municipal corporation hereafter referred to as "City" and the State of Kansas Department of Transportation hereafter referred to as "KDOT".

RECITALS

WHEREAS, KDOT owns, operates, or has authority over certain real property as described in Exhibit A attached hereto. Although owned by KDOT, the property resides within the Corporate City Limits of the City of Wichita and is adjacent to property owned by the City of Wichita known as Chapin Park, hereafter referred to as "the Site"; and

WHEREAS, the Site contains one or more encampments created by people living on or in KDOT's right-of-way requiring cleanup, remediation and restoration services; and

WHEREAS, the City, through its procurement process, has contracted with a contractor who possesses the expertise, personnel, equipment, licenses, and insurance necessary to perform encampment cleanup services in compliance with applicable state and local laws and regulations; and

WHEREAS, KDOT desires to engage the City to provide contracted services for the cleanup of the site. The City desires to provide such services on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, Agreements, representations, and warranties contained herein which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 — DEFINITIONS

I. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

A. **"Cleanup Services"** means all services to be performed by City and/or its Contractor under this Agreement as described in Exhibit B (Scope of Services) and in the Contract

negotiated with the City and its Contractor.

B. **"Contractor"** means the company or individual contracted by the City of Wichita to perform Encampment Clean Up services. Contractor is an independent Contractor and not an employee, agent, partner, or joint venturer of either the KDOT or the City.

C. **"Personal Property"** means any items of tangible personal property as defined in Section 5.20.015(c) of the Code of the City of Wichita.

D. **"Regulatory Authorities"** means any federal, state, or local governmental or quasi-governmental authority, agency, department, board, commission, or other entity having jurisdiction over the Site, the Cleanup Services, or the Parties' performance under this Agreement.

E. **"Waste"** means all refuse, debris, trash, litter, abandoned property, vegetation, and other materials to be removed from the Site pursuant to this Agreement.

ARTICLE 2 — SCOPE OF WORK

I. **Indemnification by Contractor.** The City shall include in their agreement for work with the contractor the following clause:

A. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et* seq.) as applicable, the Contractor shall indemnify, hold harmless, and save the Kansas Department of Transportation and the City , and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments, and 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 Contractor, its agents, employees, or subcontractors resulting from the Contractor's negligent acts, errors, mistakes, or omissions in performing the services under this

Agreement and Scope of Services.

II. **Engagement.** KDOT hereby authorizes the contractor retained by the City in accordance with the City's procurement policy and administrative regulations, to perform the Cleanup Services at the Site in accordance with the terms and conditions of this Agreement. KDOT hereby authorizes Wichita Police Department Officers to enforce Wichita City Ordinances prohibiting camping on public property on the Site and further gives such officers the legal authority to trespass individuals from the Site who are notified of ordinance violations and who refuse to leave the Site after such warning.

III. **Scope of Cleanup Services.** The Contractor shall perform the Cleanup Services as described in Exhibit B (Scope of Work), which is incorporated herein by reference. The Cleanup Services shall include, at a minimum:

A. **Site assessment and planning.** Conducting a comprehensive initial assessment of the Site together with representatives from the Parties to develop a detailed cleanup plan and schedule;

B. **Notice and coordination.** Coordinating with KDOT and City to provide advance notice to Site occupants as required by City Ordinances coordinating with law enforcement, social service agencies, outreach providers, and other stakeholders;

C. **Personal property identification and preservation.** Identifying, photographing, inventorying, and preserving Personal Property in accordance with Section5.20.028 of the Code of the City of Wichita;

D. **Waste collection.** KDOT shall provide all necessary vehicles and modes of transportation for the cleanup of the site and the disposition of all waste matters gathered as a result of the cleanup. KDOT shall be responsible for the proper disposal of all such waste.

E. **Site remediation and restoration.** The City shall be responsible for removing all debris, structures, encampment infrastructure, and abandoned property from the Site.

F. **Documentation and reporting.** Contractor shall be responsible for preparing and delivering to KDOT and the City of Wichita all reports, inventories, photographs, and other documentation required under the Contract with the City and including the Final Report described in Section IV below.

IV. **Final Report.** Within sixty (60) days following completion of the Cleanup Services, Contractor shall deliver to KDOT and the City a comprehensive final report (the "Final Report") that includes: (a) a narrative description of the Cleanup Services performed; and (b) photographic documentation of the Site before, during, and after cleanup;

V. **Standard of Performance.** Contractor shall perform the Cleanup Services in a professional and workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, ordinances, and industry standards.

VI. **Changes to Scope.** The Parties may jointly request changes to the Scope of Work by written notice to Contractor and all parties to this Agreement. Any such change that materially increases or decreases the scope, cost, or duration of the Cleanup Services shall be documented in a written change order signed by all Parties. No change to the Scope of Work shall be effective unless documented in a written change order executed by authorized representatives of both Parties.

ARTICLE 3 — PERSONAL PROPERTY HANDLING AND DISPOSITION

I. **Personal Property Protocol.** Contractor and City of Wichita Staff shall identify, handle and dispose of Personal Property in strict accordance with the provisions of Section 5.20.028 of the Code of the City of Wichita.

ARTICLE 4 — SITE ACCESS AND COORDINATION

I. **Access to Site.** KDOT shall provide the City and Contractor with its employees, agents, and equipment with reasonable access to the Site during the pendency of the Cleanup Services. The City shall coordinate all Site access with KDOT's designated representative.

II. **Site Conditions.** KDOT makes no representation or warranty regarding the condition of the Site, the presence or absence of Hazardous Materials, utilities, underground infrastructure, or any other site condition. The City acknowledges that it has inspected the Site or waived such inspection.

III. **Coordination with Third Parties.** The City shall coordinate its activities with any social service providers, outreach workers, law enforcement personnel, or other third parties present at or operating near the Site as directed by KDOT. City shall promptly notify KDOT of any conflicts, safety concerns, or requests for accommodation made by such third parties.

ARTICLE 5 — INDEMNIFICATION

I. **City Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et. seq.*) as applicable, City shall defend, indemnify, hold harmless, and save KDOT and KDOT's 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 this Agreement by City, City's employees, agents, contractors, subcontractors, or its consultants. City shall not be required to defend, indemnify, or hold KDOT harmless for negligent acts or omissions of KDOT or KDOT's authorized representatives or employees.

II. **KDOT Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et. seq.*) as applicable, KDOT shall defend, indemnify, hold harmless, and save City and City's 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 this Agreement by KDOT, KDOT's employees, agents, contractors, subcontractors, or its consultants. KDOT shall not be required to defend, indemnify, or hold City harmless for negligent acts or omissions of City or City's authorized representatives or employees.

ARTICLE 6 — TERM, TERMINATION

I. **Term.** This Agreement shall commence upon the signature of the City and shall continue until the Cleanup Services have been completed but not later than one year from the date of the signature of the City and the Final Report has been delivered to KDOT, unless earlier terminated.

II. **Termination for Convenience.** Either party may terminate this Agreement at any time with or without cause, upon thirty (30) days prior written notice to the other party.

III. **Effect of Termination.** Upon termination of this Agreement for any reason:

A. **Cessation of Services.** City shall immediately cease performing the Cleanup Services, except to the extent necessary to safely demobilize and secure the Site.

ARTICLE 7 — GENERAL PROVISIONS

I. **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations here under without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

II. **Wages.** City shall have sole responsibility for all taxes, withholdings, and other statutory or contractual obligations of any kind relating to its employees. KDOT shall have sole responsibility for all taxes, withholdings, and other statutory or contractual obligations of any kind relating to its

employees.

III. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when: (a) delivered personally; (b) sent by confirmed email transmission; (c) received by certified or registered mail, return receipt requested; or (d) received by a nationally recognized overnight courier service. Notices shall be sent to the addresses set forth below or to such other address as a Party may designate by written notice to the other Party.

If to KDOT:
Kansas Department of Transportation
3200 E 45th Street N, Wichita, Kansas 67219
Attention: Dan Acridge, Highway Maintenance Superintendent
Email: Dan.Acridge@ks.gov

If to City:
CITY OF WICHITA
455 N. Main Street, Wichita, Kansas 67202
Attention: Gary Farris, Division Manager – Park Maintenance
Email: GFarris@wichita.gov

IV. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflicts of law principles. Any action or proceeding arising out of or related to this Agreement shall be brought exclusively state courts located in Sedgwick County Kansas and each Party hereby consents to the jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

V. **Entire Agreement.** This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and

supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

VI. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both Parties.

VII. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

VIII. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.

IX. **Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any kind under this Agreement.

X. **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement.

XI. **Public Records and KORA.** The Parties acknowledge that they are subject to the Kansas Open Records Act, K.S.A. 45-215 et. seq. and that documents and information provided to Parties under this Agreement is subject to disclosure pursuant to such laws. Parties shall clearly identify any documents or information it deems to be confidential, proprietary, or trade secret, and shall provide a legal basis for withholding such information from disclosure. Should a Kansas Open Records Act request be received by either party for records that are clearly marked as confidential,

proprietary, or trade secret, The Party which receives the request shall provide notice to the other Party within fourty-eight (48) hours of the request so that the other Party may have an opportunity to seek a suitable protective order or to take other steps deemed reasonably necessary to preserve the confidentiality of the record. Neither Party shall not be liable to the other party for any disclosure of information required by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

KDOT:

KANSAS DEPARTMENT OF TRANSPORTATION

By: _____

Name: Greg Schieber, P.E.

Title: State Transportation Engineer

Date: 9/14/2026

Form Approved
By H.D.B. 09/14/2026
Legal Dept. KDOT

CITY:

CITY OF WICHITA, KANSAS

By: _____

Name: Dennis E. Marstall

Title: City Manager

Date: 9/18/26

Approved as to Form:
By: _____
Chief Deputy City Attorney

EXHIBIT A

1254 PAGE 141

STATE HIGHWAY COMMISSION OF KANSAS

DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this 13 day of September [illegible] between Chapin Inc. and CHAPIN, INC., a Kansas Corporation duly organized under the laws of the State of Kansas, acting by its President being thereunto duly authorized,

of Sedgwick County, Kansas, parties of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That party of the first part, in consideration of the sum of $176,155.00 One Hundred Seventy Six Thousand One Hundred Fifty Five and no/100 - - - - dollars to them in hand paid by party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the party of the second part forever all their right, title and interest in and to the following described real estate lying and situate in the County of Sedgwick and State of Kansas, to wit:

'FOR CONTROLLED ACCESS HIGHWAY PURPOSES' A tract of land in Government Lots 2 and 3, Section 10, Township 28 South, Range 1 East described as follows: BEGINNING at a point on the North line of said Section 830.0 feet West of the Northeast Corner of Government Lot 2; First Course, thence West along said North line 35.9 feet; SECOND COURSE, THENCE SOUTHWESTERLY 1668.1 FEET TO A POINT 702.8 FEET EAST OF THE WEST LINE OF SAID SECTION; THIRD COURSE, THENCE SOUTHWESTERLY 747.6 FEET MORE OR LESS, TO A POINT 75.0 FEET EAST OF THE CENTER LINE OF HYDRAULIC AVENUE; Fourth Course, thence Northerly 200.0 feet to a point on the Easterly right of way line of Hydraulic Avenue; Fifth Course, thence Southerly along said Easterly right of way line to the intersection of said right of way line and the North bank of the Arkansas River; Sixth Course, thence Northeasterly along said North bank to the intersection of said bank line and a line 626.0 feet West of the East boundary line of the Northwest Quarter of said Section; Seventh Course, thence North along said line to a point 626.0 feet West and 500.0 feet South of said Northeast Corner; Eighth Course, thence West 204.0 feet; Ninth Course, thence North to the place of beginning. The above contains 50.33 acres, more or less. Lands abutting said highway shall have no right or easement of access thereto.

ENTERED ON TRANSFER RECORD
AUG 4 1961
W. O. WILLIAMS
COUNTY CLERK

STATE OF KANSAS
SEDGWICK COUNTY } SS
FILED FOR RECORD AT 8:30 AM
AUG 4 1961
NO. 15423
RUFUS E. DEERING
REGISTER OF DEEDS
P.B. Gilbert

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to parties of the first part, their heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 68-413 G. S. Supp. 1959.

State Highway of Kans
State Office Bldg
Topeka, Ks.

20
1.75/
1.75

DEED BOOK 1254 PAGE 141

DEED BOOK 1254 PAGE 142

And the part ies of the first part for themselves and for their heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except

and that they will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said part ies of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said part of the first part has hereunto set hand the day and year first above written.

CHAPIN, INC.

BY DWIGHT CHAPIN, PRESIDENT

ATTEST:

SECRETARY

STATE OF KANSAS, SEDGWICK COUNTY, SS.

On this 13 day of SEPTEMBER A. D. 1960, before me, a notary public in and for SEDGWICK County State of KANSAS, personally appeared DWIGHT CHAPIN AND H.D. CHAPIN to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

My commission expires 2/16/61 19

L. W. Etter Notary Public.

STATE OF KANSAS, COUNTY, SS.

On this day of A. D. 19, before me, a notary public in and for State of , personally appeared to me known to be the person named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.

My commission expires 19 Notary Public.

STATE OF KANSAS, COUNTY, SS.

On this day of A. D. 19, before me, a notary public in and for State of , personally appeared to me known to be the person named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.

My commission expires 19 Notary Public.

STATE OF KANSAS, COUNTY, SS.

On this day of A. D. 19, before me, a notary public in and for State of , personally appeared to me known to be the person named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.

My commission expires 19 Notary Public.

1254 PAGE 143

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, That on this 13 day of September, 19[illegible] before me, a Notary Public, in and for the County and State aforesaid, came DWIGHT CHAPIN, President of Chapin, Inc. to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

L. M. Etter
NOTARY PUBLIC

My Commission Expires:
2/1/61, 19

PARTIAL RELEASE OF MORTGAGE

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and quitclaims unto the STATE OF KANSAS, any interest he may have in the premises described in the foregoing instrument.

Signed this _____ day of _____, A. D. 19____

STATE OF KANSAS, _____ COUNTY, SS

On this _____ day of _____ A.D. 19____, before me _____

a notary public in and for said county and state appeared _____ personally known to me to be the persons named and who executed the foregoing release and acknowledged and executed the same as their voluntary act and deed.

My commission expires _____ 19____ _____ Notary Public

DEED BOOK [illegible]

SEDGWICK COUNTY 14
35W-87-I-35W-1(28)43 Pt. I

DEED BOOK 1254 PAGE 144

DEED FOR HIGHWAY PURPOSES

Grantors.

THE STATE OF KANSAS, Grantee.

Filed for Record on the _____ day of _____ 19__ at ____ o'clock ____ M. and Recorded in Book _____ of _____ on Page _____

Register of Deeds.

By _____ Deputy.

26-2939-B—26-44 2-60-2M

ITINERANT CAMP REMEDIATION AND SITE CLEARANCE SPECIFICATIONS

1. DESCRIPTION OF WORK

The Contractor shall furnish all labor, supervision, equipment, tools, transportation, disposal services, materials, permits, incidentals, and all other items necessary to provide complete turnkey itinerant camp remediation and site clearance services for areas designated by the City of Wichita.

The project area consists of multiple individual itinerant encampments located within a larger continuous cleanup corridor. The intent of this project is to completely remove all non-naturally occurring materials, debris, waste, temporary structures, and hazardous materials from the designated project limits and restore the area to a safe condition.

The Contractor shall perform all work in accordance with all applicable federal, state, and local laws, regulations, ordinances, environmental requirements, OSHA standards, KDHE requirements, and City of Wichita policies and specifications.

2. SCOPE OF WORK

The Contractor shall remove and legally dispose of all waste, debris, materials, and structures located within the project area, including but not limited to:

- Trash and garbage
- Building materials
- Lumber and wood products
- Metal materials
- Furniture
- Mattresses
- Clothing and textiles
- Tires
- Appliances
- Shopping carts
- Automotive parts
- Propane tanks
- Fuel containers
- Flammable materials
- Syringes and sharps

- Human waste
- Biohazardous materials
- Drug paraphernalia
- Temporary shelters
- Tents
- Tarps
- Pallets
- Household waste
- Construction and demolition debris
- Any other non-naturally occurring materials

No resale, reuse, or salvage of any material removed from this site is permitted. The Contractor shall leave the site in a condition that is safe, clean, and free of debris or materials that may pose a threat to public health, safety, or welfare.

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3. VEGETATION AND NATURAL MATERIALS

Naturally occurring vegetation and environmental features including trees, shrubs, grasses, and existing paved pathways may remain in place.

However, the Contractor shall remove any tree, brush, shrubbery, vegetation, or other natural growth that inhibits access, cleanup operations, debris removal, or safe completion of the work.

Any vegetation removal necessary to complete the work shall be considered incidental to the contract and shall not be considered extra work or eligible for additional compensation beyond the awarded contract amount.

The Contractor shall minimize unnecessary disturbance to natural features and vegetation outside the limits necessary to perform the work.

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4. HAZARDOUS AND BIOHAZARDOUS MATERIALS

The Contractor may encounter and shall be responsible for safely handling, transporting, and disposing of all hazardous and biohazardous materials encountered onsite.

Such materials may include, but are not limited to:

- Human feces and urine
- Needles and sharps
- Drug paraphernalia
- Bloodborne pathogen contaminated materials
- Dead animals
- Fuel containers
- Propane cylinders
- Chemical containers
- Flammable or combustible materials
- Unknown hazardous substances

The Contractor shall maintain all certifications, licenses, training records, and safety procedures necessary to perform this work.

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5. WEAPONS, AND ILLEGAL MATERIALS

If weapons, illicit drugs, suspected controlled substances, or drug paraphernalia are encountered, the Contractor shall immediately notify the Wichita Police Department (WPD).

Weapons and illegal materials shall not be transported by the Contractor unless specifically authorized by WPD.

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6. ACCESS TO SITE

Primary access to the project area shall be from Hydraulic Avenue.

If the Contractor desires alternative access routes, staging areas, easements, or points of entry, it shall be solely the Contractor's responsibility to obtain all necessary permissions, approvals, and access agreements from property owners or other agencies.

No additional compensation shall be provided for alternate access arrangements.

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7. SITE CONDITIONS

The Contractor acknowledges that site conditions may include:

- Dense vegetation
- Uneven terrain
- Riverbanks
- Sandbars
- Confined areas
- Hidden debris
- Buried waste
- Unstable ground
- Exposure to biohazards
- Exposure to hazardous materials

The Contractor shall make its own examination, investigation, and assessment of all site conditions prior to submitting a bid.

No additional compensation shall be made for unforeseen site conditions reasonably inferable from the nature of the work.

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8. EQUIPMENT

The Contractor shall furnish sufficient equipment to complete the work in a safe, professional, and timely manner.

Equipment may include, but is not limited to:

- Skid steers
- Excavators
- Dump trucks
- Roll-off containers
- Trailers
- Utility vehicles
- Chainsaws
- Brush cutters
- Hand tools
- Rakes
- Shovels
- Power tools
- Pressure washers
- Disinfectant sprayers
- Sharps collection equipment

All hauling vehicles shall be properly licensed and permitted.

All loads shall be properly secured during transport.

9. DISPOSAL

The Contractor shall legally dispose of all collected waste and debris at properly licensed and permitted disposal facilities appropriate for the material type.

The Contractor shall be responsible for all tipping fees, landfill fees, hazardous waste disposal fees, and transportation costs unless otherwise specified by the City.

Certified disposal receipts and weight tickets along with a report showing total weight removed from the site shall be provided with invoicing.

10. SITE RESTORATION

Upon completion of cleanup activities, the Contractor shall:

- Eliminate unsafe ground conditions created by cleanup operations
- Backfill holes or excavations created during work
- Rough grade disturbed areas as necessary for reasonable use of the area by the public
- Leave the site in a clean and stable condition

The Contractor shall not damage existing sidewalks, paved pathways intended to remain, utilities, drainage structures, or adjacent property.

11. CONTRACTOR RESPONSIBILITY

The Contractor shall provide all supervision necessary to safely and efficiently perform the work.

The Contractor shall be fully responsible for:

- Employee safety during operations
- Public safety within the scope of work at this specific jobsite
- Site security during operations
- Protection of adjacent property
- Before/after pictures that demonstrate preexisting conditions
- Damage caused by Contractor operations including sidewalks/curb
- Compliance with all applicable laws and regulations

**COW Park staff will affect the closure of the adjacent bike/walk path adjacent to the river. Contractor will contact Park staff via Gary Farris gfarris@wichita.gov 316-941-6506 or Warren McCoskey wmccoskey@wichita.gov 316-350-3180 a minimum of three (3) business days prior to initiation of work to allow for the closure of the path. Contractor will notify Park staff in the same manner when all work is completed, and equipment has been removed from the site for the opening of the path. Closure zone identified on project map included. **

12. INCIDENTAL WORK

Any labor, equipment, materials, vegetation removal, handling of obstructing materials, temporary access improvements, or miscellaneous operations necessary to complete the work shall be considered incidental to the contract.

No separate or additional payment shall be made for incidental work.

13. COMPLETION

All cleanup work shall be completed within the timeframe established by the City unless otherwise approved in writing.

The City reserves the right to inspect work in progress and require corrective action where necessary.

Final payment will be issued upon the full completion of the project requirements and satisfactory inspection thereof.

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

EXHIBIT D

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Dennis E Marstall 9-18-26 Dennis E. Marstall

Signature and Date Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

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

ASSURANCE APPENDIX E

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

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