

1. 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_____.

2. 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.

3. 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.

4. 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.

5. 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.).

6. 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.

7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. The Eleventh Amendment

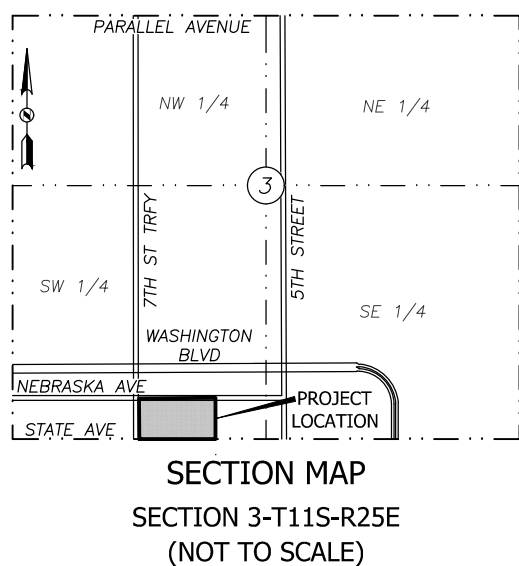
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

14. Campaign Contributions / Lobbying

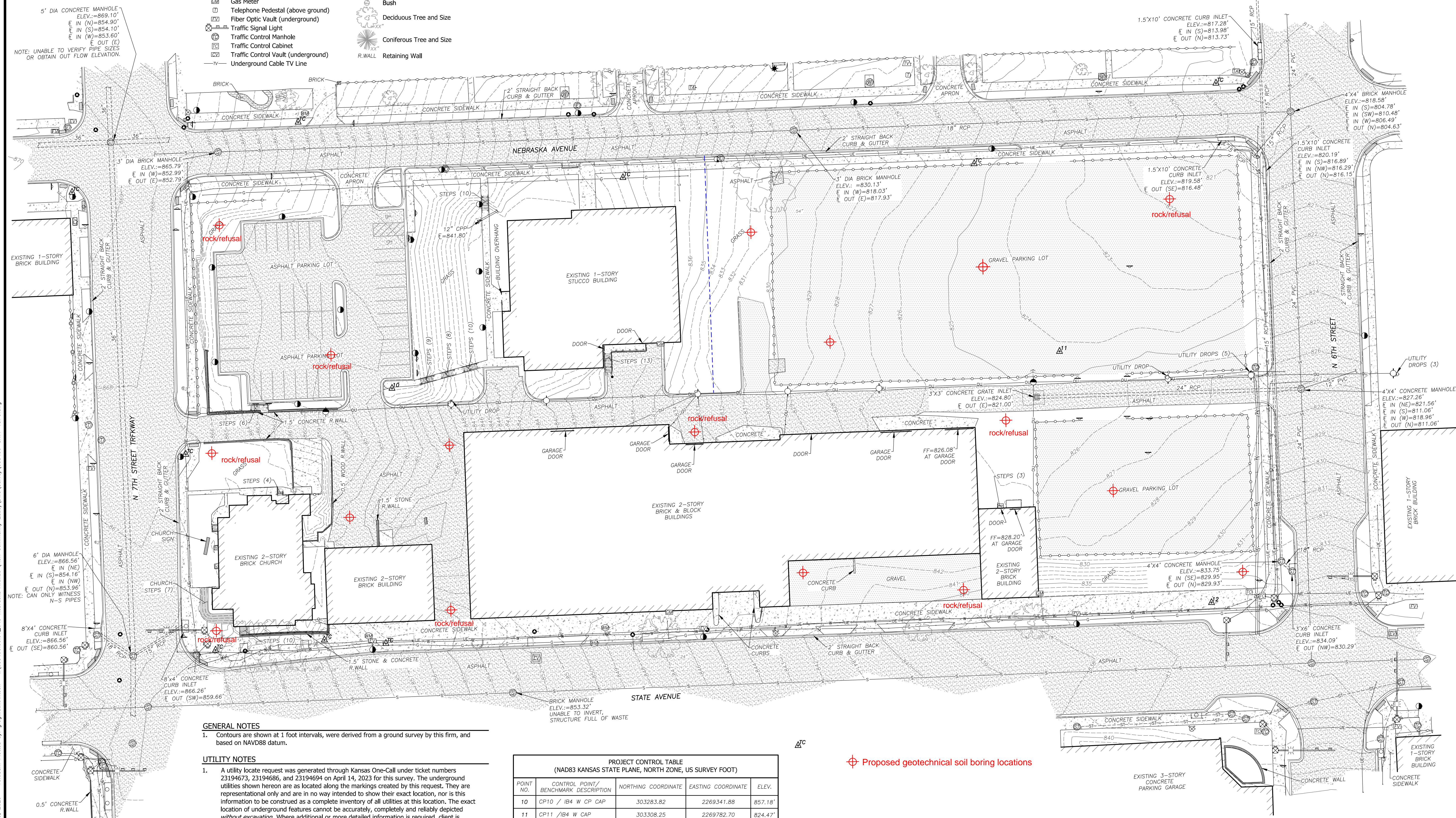
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member 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.

TOPOGRAPHIC SURVEY
LOTS 29 - 50, BLOCK 109, WYANDOTTE CITY,
AND LOTS 8 AND 9, CENTER CITY,
SUBDIVISIONS IN THE CITY OF
KANSAS CITY, WYANDOTTE COUNTY, KANSAS

EXHIBIT 'B'



LEGEND	
	Control Point and Designation (TC is for Survey Only)
	Overhead Utility Line/s
	Underground Electric Line
	Utility Pole
	Utility Pole with Transformer
	Guy Anchor
	Utility Pole w/Light
	Light Pole
	Electric Access Vault (underground)
	Electric Manhole
	Yard Light
	Utility Pull Box (underground)
	Water Line
	Water Valve
	Fire Hydrant
	Water Meter
	Water Manhole
	Sprinkler Head
	Gas Line
	Gas Meter
	Telephone Pedestal (above ground)
	Fiber Optic Vault (underground)
	Traffic Signal Light
	Traffic Control Manhole
	Traffic Control Cabinet
	Traffic Control Vault (underground)
	Underground Cable TV Line
	Cable TV Pedestal (above ground)
	Sanitary Sewer Line
	Sanitary Sewer Manhole
	Polyvinyl Chloride Pipe
	Storm Sewer Line (As Shown on WyCo GIS maps)
	Curb Inlet
	Grate Inlet
	Reinforced Concrete Pipe
	Pipe Continues-Outlet or Source Not Found or Not Surveyed
	Chain Link Fence
	Wire Fence (with or without barb)
	Iron or Metal Fence
	Gate Post
	Single Pole Sign
	Metal Guard Rail or Hand Rail
	Concrete or Metal Bollard
	ADA Parking Stall
	ADA Detection Pad
	Bush
	Deciduous Tree and Size
	Coniferous Tree and Size
	Retaining Wall



- GENERAL NOTES**
- Contours are shown at 1 foot intervals, were derived from a ground survey by this firm, and based on NAVD88 datum.
- UTILITY NOTES**
- A utility locate request was generated through Kansas One-Call under ticket numbers 23194673, 23194686, and 23194694 on April 14, 2023 for this survey. The underground utilities shown hereon are as located along the markings created by this request. They are representational only and are in no way intended to show their exact location, nor is this information to be construed as a complete inventory of all utilities at this location. The exact location of underground features cannot be accurately, completely and reliably depicted without excavation. Where additional or more detailed information is required, client is advised that excavation may be necessary. It is the excavator's responsibility to have any utilities marked before digging.

PROJECT CONTROL TABLE (NAD83 KANSAS STATE PLANE, NORTH ZONE, US SURVEY FOOT)				
POINT NO.	CONTROL POINT/ BENCHMARK DESCRIPTION	NORTHING COORDINATE	EASTING COORDINATE	ELEV.
10	CP10 / IB4 W CP CAP	303283.82	2269341.88	857.18'
11	CP11 /IB4 W CAP	303308.25	2269782.70	824.47'
12	CP12 / + ON SIDEWALK	303142.39	2269883.08	836.68'

Proposed geotechnical soil boring locations

Client:

THE KANSAS CITY KANSAS
COMMUNITY HEALTH AND WELLNESS
CONDOMINIUM ASSOCIATION, INC.
7250 STATE AVENUE, SUITE 3500
KANSAS CITY, KS 66112

Project:

TOPOGRAPHIC SURVEY
LOTS 29 - 50, BLOCK 109, WYANDOTTE CITY,
AND LOTS 8 AND 9, CENTER CITY,
SUBDIVISIONS IN THE CITY OF
KANSAS CITY, WYANDOTTE COUNTY, KANSAS

Rev.

Date

Description

Checked

Project No:

035490

Field Crew:

KB/EL/AL

Field Date:

2023/04/28

Drawn By:

GJW

Issue Date:

2023/05/05

Sheet:

1 OF 1

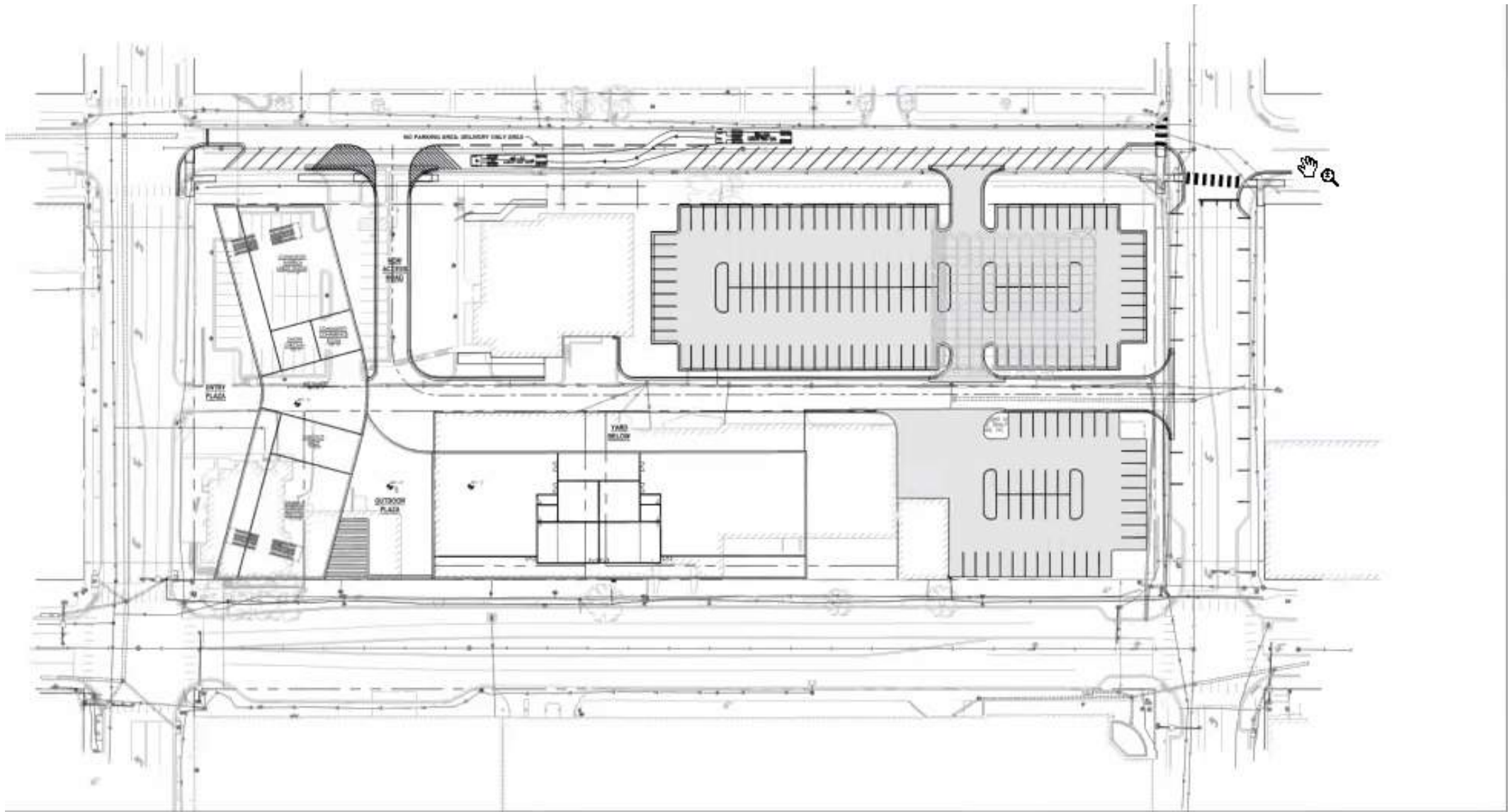
Phone: (913) 371-5300

REG. IN KANSAS & MISSOURI

EHC

CIVIL ENGINEERING / SURVEYING / UTILITIES

712 State Avenue, Kansas City, KS 66101



NOTES:

1. DIAGONAL STALLS ON NEBRASKA ARE CONTINGENT UPON UG APPROVAL OF KCKCC REQUESTED CHANGES TO NEBRASKA AND WILLA GILL'S CONSENT TO MODIFYING TRUCK DELIVERIES TO BUILDING.
2. ADDITIONAL PARKING POSSIBLE ON STATE AVENUE PENDING RESULTS OF FUTURE TRAFFIC STUDY.
3. PARKING LOT IN SOUTHEAST CORNER LOT CURRENTLY SHOWN EXTENDING FURTHER THAN EXISTING LOT AND WILL REQUIRE A RETAINING WALL, SINCE ELEVATION IS MUCH LOWER THAN STATE AVENUE.
4. ADDITIONAL PARKING ON NORTH SIDE OF ALLEY MAY BE POSSIBLE IF PORTION OF NEBRASKA ROW IS VACATED NORTH OF THE NORTHERN LOT.

TOTAL PARKING SPACES	
PARALLEL PARKING SPACES ON 6TH	15
45° PARKING ON NEBRASKA	45
NORTH LOT	126
SOUTH LOT	43
TOTAL SPACES	229



KCK COMMUNITY EDUCATION, HEALTH & WELLNESS CENTER
KANSAS CITY KANSAS COMMUNITY COLLEGE, SWOPE HEALTH & COMMUNITY AMERICA CREDIT UNION

SCHEME 2
W/ UNDERGROUND STORAGE
CONCEPTUAL PARKING PLAN

A3.0
PCAV ARCHITECTS
Portland, Oregon • Kansas City, Missouri