

# **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS**

## **MONDAY, MARCH 23, 2009**

8:30 a.m. (Commission Chamber)

-Convene

-Consider the approval of the minutes of February 25, March 4 and March 9, March 11, 2009

## **CONSENT AGENDA**

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 2008 Township Annual Reports (Debbie Sparkes); and
- (c) Consider approval of application for an authorized emergency vehicle permit (sheriff's office)

## **REGULAR AGENDA**

- (2) Consider authorization to send letter from County Commission supporting application of Lawrence community Shelter for \$600,000 to purchase and renovate a building to provide homeless shelter services. (Loring Henderson)
- (3) Consider approval of Project Agreement with KDOT for US-56 Corridor Study (Keith Browning)
- (4) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
  - (c) Miscellaneous
  - (d) Public Comment
- (5) Adjourn

## **WEDNESDAY, MARCH 25, 2009**

## **MONDAY, MARCH 30, 2009**

## **WEDNESDAY, APRIL 1, 2009**

## **MONDAY APRIL 6, 2009**

-Consider approval of a proclamation proclaiming April 12-18, 2009 as "National Telecommunications Week" (Marjorie Hedden)

## **WEDNESDAY, APRIL 8, 2009**

-No Commission Meeting

## **FRIDAY, APRIL 10, 2009**

-9:00 a.m. -Election Canvass

## **MONDAY, APRIL 13, 2009**

## **WEDNESDAY, APRIL 15, 2009**

**MONDAY, APRIL 20, 2009**

-Consider and Approve the Douglas County Community Corrections Plan (Ron Stegall)

**WEDNESDAY, APRIL 22, 2009**

**MONDAY, APRIL 27, 2009**

-No Commission Meeting


**WEDNESDAY, APRIL 29, 2009**

-No Commission Meeting

***Note:** The Douglas County Commission meets regularly on Mondays at 8:30 A.M. and Wednesdays at 6:35 P.M. at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

# Admin Services Budget

1(b)

To County Commission  
From Debbie Sparkes   
Date 3/9/2009  
Subject 2008 Township Annual Reports

Attached are summaries of the township annual reports.

The annual reports are required per K.S.A. 80-410 and are to be examined and approved, per K.S.A. 80-304, by the Board of County Commissioners. A summary of the financial statement for each township has been published as required.

Using the township ledgers, canceled checks, bank statements and the revenue receipts from the County Treasurer, an annual report was made for each township. I have verified that they did not exceed their adopted budgets.

Thank you

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Lawrence, KS 66044

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Township Summary - 2008

	Clinton	Eudora	Grant	Kanwaka	Lecompton	Marion	Palmyra	Wakarusa	Willow Springs	Total
Balance 1/1/08	24,003.40	235,008.35	36,311.35	62,825.25	61,803.14	86,522.54	121,463.81	211,000.59	258,757.47	1,097,695.90
Douglas Co Treasurer	119,241.47	464,350.69	173,936.90	496,916.74	319,992.40	339,318.64	556,682.66	1,420,172.66	343,659.44	4,234,271.60
Dg Co-Dust Palliative	1,656.00	4,736.40		978.00	630.00	2,046.00	10,499.40		3,327.00	23,872.80
Dg Co-Polling Place		200.00								200.00
Interest	523.86	1,252.05	128.65	2,172.36	3,509.29	4,450.88	5,553.42	7,332.95	4,833.02	29,756.48
Refunds,reimbursements	23.27	4,838.01	500.00	25.30	1,493.11		1,197.41	23,155.00	2,676.45	33,908.55
Entrance Fees,tubes,rock			2,230.05	665.91	494.55	2,330.49		24,041.11		29,762.11
Donations				2,398.00						2,398.00
Sale of Equipment				21,630.59						21,630.59
Township Hall Rental				575.00						575.00
State of Kansas-Grant	322.00									322.00
State of Kansas-Disaster										0.00
<b>Total Revenue</b>	<b>145,770.00</b>	<b>710,385.50</b>	<b>213,106.95</b>	<b>588,187.15</b>	<b>387,922.49</b>	<b>434,668.55</b>	<b>695,396.70</b>	<b>1,685,702.31</b>	<b>613,253.38</b>	<b>5,474,593.03</b>
<b>Expenditures</b>										
Wages	25,386.60	37,393.34	22,976.27	69,815.45	37,433.16	82,111.34	69,042.25	245,732.60	34,736.62	624,627.63
Payroll Taxes	11,198.16	15,293.53	8,002.26	36,965.73	11,134.20	28,923.93	29,974.74	114,415.69	13,590.64	269,498.88
Meetings/Per Diem	2,438.28	2,125.00	7,095.60	14,200.00	8,698.33	3,400.00	17,000.81	10,800.00	6,759.65	72,517.67
Insurance,health & property	8,053.00	18,981.72	6,170.00	26,241.00	17,392.55	17,758.28	18,259.00	130,459.21	17,941.00	261,255.76
Utilities	3,757.84	8,063.15	248.03	13,979.64	4,219.34	6,495.37	8,027.01	17,241.09	2,649.20	64,680.67
Supplies,parts,repairs	11,951.32	58,923.76	4,843.17	29,480.19	28,064.71	40,741.76	22,223.82	538,732.47	32,939.85	757,901.05
Hired Services	610.00	9,702.90	3,590.00	5,937.20	2,337.50	390.00	625.00	21,393.75	31,242.32	47,928.67
Fuel	9,252.87	24,851.83	13,677.10	27,286.33	26,353.37	34,757.28	17,532.02	79,776.13	34,655.81	268,142.74
Rock,tubes,culverts	9,324.46	113,168.59	35,088.71	218,679.69	108,954.45	106,385.00	223,099.95	248,830.42	119,959.15	1,183,490.42
Equipment	434.39	53,232.08		36,760.76	4,422.42		24,971.25	73,129.52		192,950.42
Fire Station #2									105,736.70	105,736.70
Loan Payments	25,000.00	28,317.37	16,725.54				33,940.60	135,857.21		239,840.72
Firemen pay		1,131.06					2,765.00			3,896.06
Firemen Meeting & Mileage		10,610.00								10,610.00
Motor Grader							104,393.95			104,393.95
Packer							28,500.00			28,500.00
Ford Chassis - Truck				50,312.00		29,718.00				80,030.00
City of Eudora-membership		2,250.00								2,250.00
AT&T for damage					3,000.00					3,000.00
Void Checks		-2,600.14								-2,600.14
Eudora Library		104,439.65								104,439.65
City of Lawrence-Fire Contract			65,000.00							65,000.00
<b>Total Expenditures</b>	<b>107,406.92</b>	<b>485,883.84</b>	<b>183,416.68</b>	<b>529,657.99</b>	<b>252,010.03</b>	<b>350,680.96</b>	<b>600,355.40</b>	<b>1,616,368.09</b>	<b>400,210.94</b>	<b>4,525,990.85</b>
<b>Balance 12/31/08</b>	<b>38,363.08</b>	<b>224,501.66</b>	<b>29,690.27</b>	<b>58,529.16</b>	<b>135,912.46</b>	<b>83,987.59</b>	<b>95,041.30</b>	<b>69,334.22</b>	<b>213,042.44</b>	<b>948,402.18</b>

**2008 CLINTON TOWNSHIP ANNUAL REPORT**

**Summary**

	General Fund	General	Road	Fire
<b>Receipts:</b>				
Balance 1-1-08	24,003.40			
Douglas Co Treasurer	119,241.47			
Dg Co Treas-reimb dust pallative	1,656.00			
Interest on Bank Accounts	523.86			
K State Grant	322.00			
Kaw Valley Electric-refund	23.27			
<b>Total Receipts &amp; Fund Balance</b>	<b>145,770.00</b>			

**Expenditures:**

Wages	25,386.60		25,386.60	
Payroll Taxes	11,198.16	11,198.16		
Officer Meetings	2,438.28	2,438.28		
Insurance	8,053.00	8,053.00		
Utilities	3,757.84	3,757.84		
Hired services	610.00	610.00		
Supplies,repairs,parts	11,951.32		11,054.42	896.90
Fuel	9,252.87		9,252.87	
Road materials, rock signs tubes	9,324.46		9,324.46	
Fire truck payment	25,000.00			25,000.00
Equipment	434.39		369.00	65.39
<b>Total Expenditures</b>	<b>107,406.92</b>	<b>26,057.28</b>	<b>55,387.35</b>	<b>25,962.29</b>

**BALANCE 12-31-08 38,363.08**

**EUDORA TOWNSHIP ANNUAL REPORT 2008**

**Summary**

	General Fund	Road Fund	Fire Fund	Library Fund	Special Machinery	Total
<b>Receipts:</b>						
Balance 1/1/08	71,607.44	33,908.51	24,370.99	5,803.95	99,317.46	235,008.35
Douglas County Treasurer	69,530.54	200,540.34	89,840.16	104,439.65		464,350.69
Interest on Checking	1,252.05					1,252.05
Dg Co Polling Place	200.00					200.00
Tubes & Refunds	4,634.01	204.00				4,838.01
Douglas County Dust Palliative		4,736.40				4,736.40
Transfer from Road						0.00
<b>Total Receipts &amp; Balance</b>	<b>147,224.04</b>	<b>239,389.25</b>	<b>114,211.15</b>	<b>110,243.60</b>	<b>99,317.46</b>	<b>710,385.50</b>
<b>Expenditures:</b>						
Wages		37,393.34				37,393.34
Fire Chief & Assistant Chief			1,131.06			1,131.06
Payroll tax	14,224.53	1,069.00				15,293.53
Meetings - Per Diem	2,125.00					2,125.00
Insurance	3,883.00	7,953.86	7,144.86			18,981.72
Utilities	6,964.37		1,098.78			8,063.15
Hired services-rock haul,accting	8,637.90		1,065.00			9,702.90
Fuel & supplies		22,882.39	1,969.44			24,851.83
Supplies,repairs,parts	15,807.50	11,282.31	31,833.95			58,923.76
Firemen Meeting & Mileage	590.00		10,020.00			10,610.00
Eudora Township Library Treasurer				104,439.65		104,439.65
Equipment Payments		28,317.37				28,317.37
Road rock, tubes, culverts, signs		113,168.59				113,168.59
Equipment	5,718.99		47,513.09			53,232.08
City of Eudora-membership	2,250.00					2,250.00
Void Checks	-589.17		-2,010.97			-2,600.14
<b>Total Expenditures</b>	<b>59,612.12</b>	<b>222,066.86</b>	<b>99,765.21</b>	<b>104,439.65</b>	<b>0.00</b>	<b>485,883.84</b>
<b>Balance, 12/31/08</b>	<b>87,611.92</b>	<b>17,322.39</b>	<b>14,445.94</b>	<b>5,803.95</b>	<b>99,317.46</b>	<b>224,501.66</b>

**2008 GRANT TOWNSHIP ANNUAL REPORT**  
**Summary**

	General	General	Road	Fire	Grant Twp Community Center
<b>Receipts:</b>					7,075.95
Balance 1-1-08	36,311.35				
Douglas Co Treasurer	173,936.90				
Dg Co Treas-reimb dust pallative					
Interest on Savings	128.65				
Chloride & Tubes	2,230.05				58.00
Refund & Reimbursements	500.00				39,364.48
Building rental					
<b>Total Receipts</b>	<b>213,106.95</b>				<b>46,498.43</b>
<b>Expenditures:</b>					
Wages	22,976.27		22,976.27		
Withholdings	8,002.26	8,002.26			
Officer Meetings	7,095.60	7,095.60			3,396.00
Insurance	6,170.00	6,170.00			11,223.12
Utilities	248.03	248.03			5,064.34
Hired services	3,590.00		3,590.00		7,737.54
Supplies,repairs,parts	2,743.17		2,743.17		
Fuel / oil	13,677.10		13,677.10		
Road materials, rock, signs, culverts	35,088.71		35,088.71		
City of Lawrence fire contract	65,000.00			65,000.00	5,435.44
Building Maintenance					
Equipment payments-motor grader	16,725.54		16,725.54		
Grant school appraisal	1,500.00	1,500.00			
Cell phone allowance	600.00	600.00			
<b>Total Expenditures</b>	<b>183,416.68</b>	<b>23,615.89</b>	<b>94,800.79</b>	<b>65,000.00</b>	<b>32,856.44</b>
<b>BALANCE 12-31-08</b>					<b>13,641.99</b>
	<b>29,690.27</b>				

**2008 Kanwaka TOWNSHIP ANNUAL REPORT**  
**Summary**

	General Fund	Special Equipment	Fire Contributions	Total	General	Road	Fire
<b>Receipts:</b>							
Balance 1-1-08	33,419.20	19,658.62	9,747.43	62,825.25			
Douglas Co Treasurer	496,916.74			496,916.74			
Dg Co Treas-reimb dust pallative	978.00			978.00			
Interest Earned	1,737.59	275.87	158.90	2,172.36			
Fire contributions			2,398.00	2,398.00			
Sale of Equipment	21,630.59			21,630.59			
Township Hall Rental	575.00			575.00			
Refunds & reimbursements	25.30			25.30			
Entrance culverts & hauling	665.91			665.91			
<b>Total Receipts</b>	<b>555,948.33</b>	<b>19,934.49</b>	<b>12,304.33</b>	<b>588,187.15</b>			
<b>Expenditures:</b>							
Wages	69,815.45			69,815.45	1,048.00	62,573.44	6,194.01
Withholdings	36,965.73			36,965.73	350.00	35,605.93	1,009.80
Officer Meetings	14,200.00			14,200.00	14,200.00		
Insurance	21,057.00			21,057.00	21,057.00		
Medical Insurance	5,184.00			5,184.00		5,184.00	
Utilities	13,979.64			13,979.64	4,628.19	5,424.64	3,926.81
Hired services	5,937.20			5,937.20	5,937.20		
Supplies,repairs,parts	29,280.19			29,280.19	1,997.24	19,431.91	7,851.04
Fuel	27,286.33			27,286.33		27,286.33	
Rock, tubes, signs - road materials	218,679.69			218,679.69		218,679.69	
Radio	7,074.90			7,074.90			7,074.90
Equipment	29,685.86			29,685.86		13,905.64	15,780.22
Building Improvements	200.00			200.00			200.00
2008 Ford Chassis	50,312.00			50,312.00			50,312.00
<b>Total Expenditures</b>	<b>529,657.99</b>	<b>0.00</b>	<b>0.00</b>	<b>529,657.99</b>	<b>49,217.63</b>	<b>388,091.58</b>	<b>92,348.78</b>
<b>BALANCE 12-31-08</b>	<b>26,290.34</b>	<b>19,934.49</b>	<b>12,304.33</b>	<b>58,529.16</b>			



**2008 Lecompton TOWNSHIP ANNUAL REPORT**  
**Summary**

	General	Road		Total
<b>Receipts:</b>				
Balance 1-1-08	52,419.61	9,383.53		61,803.14
Douglas Co Treasurer	36,623.39	283,369.01		319,992.40
Dg Co Treas-reimb dust pallative	630.00			630.00
Interest on Bank Accounts	3,509.29			3,509.29
Entrance Permits	300.00			300.00
Refunds	1,493.11			1,493.11
Lecompton Fire Rescue-rock		194.55		194.55
<b>Total Receipts &amp; Balance</b>	<b>94,975.40</b>	<b>292,947.09</b>		<b>387,922.49</b>
<b>Expenditures:</b>				
Wages		37,433.16		37,433.16
Withholdings	8,527.94	2,606.26		11,134.20
Per Diem-Officer Pay	4,338.33	4,110.00		8,448.33
Meetings	250.00			250.00
Insurance	14,335.28	1,351.67		15,686.95
Utilities	4,219.34			4,219.34
Hired services		2,337.50		2,337.50
Supplies,repairs,parts	2,210.74	25,853.97		28,064.71
Fuel, parts, supplies		26,353.37		26,353.37
Rock, tubes, signs - road materials		108,954.45		108,954.45
401k Retirement Plan	1,705.60			1,705.60
Maintenance Agreement-Martin Tractor		4,422.42		4,422.42
Payment to AT&T for damage		3,000.00		3,000.00
				0.00
<b>Total Expenditures</b>	<b>35,587.23</b>	<b>216,422.80</b>		<b>252,010.03</b>
<b>BALANCE 12-31-07</b>	<b>59,388.17</b>	<b>76,524.29</b>		<b>135,912.46</b>

**2008 MARION TOWNSHIP ANNUAL REPORT**  
**Summary**

	<b>General Fund</b>	<b>Road Fund</b>	<b>Special Machinery</b>	<b>Total</b>
<b>Receipts:</b>				
Balance 1-1-08	16,098.88	0.00	70,423.66	86,522.54
Douglas Co Treasurer	142,210.53	197,108.11		339,318.64
Dg Co Treas-reimb dust pallative		2,046.00		2,046.00
Interest on Checking	4,450.88			4,450.88
FEMA				0.00
Tubes & Culverts & Refunds	124.67	2,205.82		2,330.49
Transfer from Road			9,953.26	9,953.26
<b>Total Receipts</b>	<b>162,884.96</b>	<b>201,359.93</b>	<b>80,376.92</b>	<b>444,621.81</b>
<b>Expenditures:</b>				
Wages	59,222.66	22,888.68		82,111.34
Withholdings	28,923.93			28,923.93
Officer Meetings	2,050.00	1,350.00		3,400.00
Insurance	3,791.28	13,967.00		17,758.28
Utilities	4,735.32	1,760.05		6,495.37
Hired services	300.00	90.00		390.00
Supplies,repairs,parts	22,636.73	15,905.03		38,541.76
Fuel	13,239.95	21,517.33		34,757.28
Rock, tubes, signs - road materials	27,795.42	78,589.58		106,385.00
New Truck		29,718.00		29,718.00
Equipment Rental		2,200.00		2,200.00
Transfer to Special Machinery		9,953.26		9,953.26
<b>Total Expenditures</b>	<b>162,695.29</b>	<b>197,938.93</b>	<b>0.00</b>	<b>360,634.22</b>
<b>BALANCE 12-31-08</b>	<b>189.67</b>	<b>3,421.00</b>	<b>80,376.92</b>	<b>83,987.59</b>

**2008 PALMYRA TOWNSHIP ANNUAL REPORT**

**Summary**

	<b>General Fund</b>	<b>Road Fund</b>	<b>Fire Fund</b>	<b>Machinery Fund</b>	<b>Fire Reserve</b>	<b>Total</b>
<b>RECEIPTS:</b>						
Balance 1-1-08	34,970.50	3,604.37	0.00	71,769.45	11,119.49	121,463.81
Douglas Co Treasurer	95,268.65	394,131.49	67,282.52			556,682.66
Douglas Co Dust Palliative		10,499.40				10,499.40
Interest on Checking	5,553.42					5,553.42
Refunds & Reimbursements		1,197.41				1,197.41
Transfer from Fire to Fire Reserve					1,200.00	1,200.00
Transfer from Road to Machinery				44,400.00		44,400.00
<b>TOTAL RECEIPTS</b>	<b>135,792.57</b>	<b>409,432.67</b>	<b>67,282.52</b>	<b>116,169.45</b>	<b>12,319.49</b>	<b>740,996.70</b>
<b>EXPENDITURES:</b>						
Wages	150.00	68,892.25				69,042.25
Withholding	3,245.19	26,729.55				29,974.74
Meetings-officer pay	17,000.81					17,000.81
Insurance,	18,259.00					18,259.00
Fuel	3,516.65	14,015.37				17,532.02
Utilities	5,030.08		2,996.93			8,027.01
Firemans Pay	1,865.00					1,865.00
Fire Chief	900.00					900.00
Hired services	625.00					625.00
Supplies,repairs,parts	13,723.65	4,354.72	4,145.45			22,223.82
Road rock, tubes, culverts	35,000.00	188,099.95				223,099.95
Equipment			24,971.25			24,971.25
Fire Truck Payment			33,940.60			33,940.60
Grader		34,393.95		70,000.00		104,393.95
Packer		28,500.00				28,500.00
Transfer to Fire Reserve			1,200.00			1,200.00
Transfer to Machinery		44,400.00				44,400.00
<b>TOTAL EXPENDITURES</b>	<b>99,315.38</b>	<b>409,385.79</b>	<b>67,254.23</b>	<b>70,000.00</b>	<b>0.00</b>	<b>645,955.40</b>
<b>BALANCE 12-31-08</b>	<b>36,477.19</b>	<b>46.88</b>	<b>28.29</b>	<b>46,169.45</b>	<b>12,319.49</b>	<b>95,041.30</b>

**Wakarusa Township Annual Report 2008**  
**Summary**

	General	Special Road	Total	General	Road	Fire
<b>RECEIPTS:</b>						
Balance 1-1-08	90,220.93	120,779.66	211,000.59			
Douglas Co Treasurer	918,276.18	501,896.48	1,420,172.66			
Interest on Checking	60.81		60.81			
Interest on Savings	7,272.14		7,272.14			
Rocks, tubes, reimbursements, refunds	24,041.11		24,041.11			
John Deere Credit-Lease Purchase Dump Truck	1,800.00		1,800.00			
Deposit - Insurance Settlement 2001 Broce Sweeper	21,355.00		21,355.00			
<b>TOTAL RECEIPTS</b>	<b>1,063,026.17</b>	<b>622,676.14</b>	<b>1,685,702.31</b>			
<b>EXPENDITURES:</b>						
Wages	199,059.00	46,673.60	245,732.60		91,131.21	107,927.79
Withholdings	94,537.67	19,878.02	114,415.69	5,571.59	39,281.45	49,684.63
Per Diem	10,800.00		10,800.00	10,800.00		
Insurance/Bond	123,521.07	6,938.14	130,459.21	30,036.94	50,267.27	43,216.86
Medical Expenses	308.50		308.50		308.50	
Utilities	17,058.73	182.36	17,241.09	20.00	5,999.33	11,039.40
Hired services	6,195.00	15,198.75	21,393.75	6,195.00		
Salt/Sand	46,013.18		46,013.18		46,013.18	
Supplies, repairs, parts, misc.	190,537.33	305,052.13	495,589.46	1,548.48	156,457.88	32,530.97
Lease Purchase-Dump Truck	17,810.14		17,810.14		17,810.14	
Lease Purchase-Truck Bed	14,508.81		14,508.81		14,508.81	
Lease Purchase-Truck	57,394.63		57,394.63			57,394.63
Road Material	42,166.57	34,204.27	76,370.84		42,166.57	
Road Grader Payment	34,422.87		34,422.87		34,422.87	
Rock	38,944.57	87,501.83	126,446.40		38,944.57	
Equipment	73,129.52		73,129.52		23,435.05	49,694.47
Fuel	45,172.54	34,603.59	79,776.13		32,516.71	12,655.83
Payment Deere Credit-Tractor/Mower	11,720.76		11,720.76		11,720.76	
Rentals	12,022.13	29,662.38	41,684.51		12,022.13	
Training	1,150.00		1,150.00			1,150.00
<b>TOTAL EXPENDITURES</b>	<b>1,036,473.02</b>	<b>579,895.07</b>	<b>1,616,368.09</b>	<b>54,172.01</b>	<b>617,006.43</b>	<b>365,294.58</b>
<b>BALANCE 12-31-08</b>	<b>26,553.15</b>	<b>42,781.07</b>	<b>69,334.22</b>			

**2008 Willow Springs TOWNSHIP ANNUAL REPORT**  
**Summary**

**General**

General	Road	Fire
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**RECEIPTS:**

Balance 1-1-08	258,757.47
Douglas Co Treasurer	343,659.44
Dg Co Treas-reimb dust pallative	3,327.00
Interest on bank accounts	4,833.02
Ausherman	2,152.87
Refunds, tubes	523.58

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**TOTAL RECEIPTS** 613,253.38

**EXPENDITURES:**

Wages	34,736.62		31,786.62	2,950.00
Salary withholding	13,590.64	13,590.64		
Officer Meetings	6,759.65	6,759.65		
Insurance & Bond	12,217.00	12,217.00		
Health Insurance	5,724.00	5,724.00		
Utilities	2,649.20	942.38	853.40	853.42
Hired services	31,242.32	500.00	30,742.32	
Supplies,repairs,parts	32,939.85	1,539.85	17,955.61	13,444.39
Fuel & Propane	34,655.81		33,536.48	1,119.33
Rock, tubes, signs - road materials	119,959.15		119,959.15	
Fire Station #2	105,736.70	105,736.70		

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**TOTAL EXPENDITURES** 400,210.94

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147,010.22    234,833.58    18,367.14

<b>BALANCE 12-31-08</b>	<b>213,042.44</b>
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1(c)



# DOUGLAS COUNTY APPLICATION FOR AN AUTHORIZED EMERGENCY VEHICLE PERMIT

Please type or print the following information:

Check One:  New  
 Annual Renewal  
(If renewal, attach old permit. Must be renewed annually by January 31.)

Name: John E. Steele Jr.  
Street Address: 517 N 7663 RD Phone # (785) 766-3541  
City: Lawrence State: KS Zip Code: 66049 County: Douglas  
Make of Vehicle: Chevrolet Year of Vehicle: 2008  
Style of Vehicle: Van License Tag #: Pon 651  
VIN #: 1GC GG25C 381172876 Driver's License #: 511-50-6978  
Vehicle Insurance Company Name: State Farm Policy #: 288 1832-E25-161  
\*\*Attach copy of insurance card.

Agency: Kanvake Fire Dept  
Agency Address: 548 ESSARD  
Agency Head Signature: [Signature]

I HEARBY CERTIFY, I have read and agree to abide by the requirements set forth in Chapter 8 of the Kansas Statutes which relate to the operation of Emergency Vehicles.  
I FURTHER CERTIFY, I will drive with due regard for the safety of others as required by K.S.A. 8-1506.

I FURTHER CERTIFY, I will return my permit when requested by the Sheriff. This permit is not transferable to any other person or vehicle.

I FURTHER CERTIFY, violating any of these laws and/or rules and the commission of other serious traffic violations may be grounds for the cancellation of my vehicle being designated as an "Authorized Emergency Vehicle".

[Signature]  
Signature of Applicant  
[Signature]  
Kenneth M. McGovern, Sheriff  
3/6/09 Date  
3/11/09 Permit #

Authorization granted by County Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.



214 W 10th  
Lawrence, KS 66044

PHONE: (785) 832-8864  
FAX: (785) 832-1053

www.lawrenceshelter.org

March 6, 2009

Craig Weinaug, Administrator  
Douglas County Kansas  
1100 Massachusetts  
Lawrence, KS 66044

Dear Administrator Weinaug:

This letter is to request a motion of support from the Douglas County Commission for the Appropriations request for \$600,000 submitted by the Lawrence Community Shelter, Inc. on March 5, 2009 to Sam Brownback, U.S. Senate and Dennis Moore, U.S. House of Representatives.

The request, a copy of which is attached, is to help meet the costs of funding the purchase, renovation, construction, furnishings, and architectural and engineering fees to relocate the Lawrence Community Shelter to a larger building.

The Appropriations request is

- in keeping with the federal HUD goal of reducing chronic homelessness in the United States;
- necessary to provide adequate space for emergency housing for people experiencing homelessness in Lawrence/Douglas County, Kansas, particularly with the impending closure of the Salvation Army's emergency shelter on May 1;
- sponsored by both Sen. Brownback and Rep. Moore; and
- supported by a resolution of the Community Commission on Homelessness.

Thank you for your consideration.

Very truly yours,

Loring Henderson  
Director

Enclosure – copy of Appropriations submittals



**HUD Appropriations Request**  
**Rep. Dennis Moore, D-KS**  
**March 2009**

With regard to the project for which you are seeking a FY10 federal funding earmark, please email back to me responses to the questionnaire below, by March 20, 2009. I will cut and paste directly from what you send to me, onto the subcommittee's questionnaire form, so please don't use a format like PDF, from which I cannot cut/paste. Also, please review the information at the bottom of this email before proceeding.

Thanks very much --

Text of Transportation-HUD Subcommittee/EDI questionnaire:

AMOUNT REQUESTED: \$600,000

PRIOR YEAR FUNDING: N/A

GRANTEE NAME, CITY AND STATE: Lawrence Community Shelter, Inc.  
Lawrence, Kansas

GRANTEE ADDRESS: 214 West 10<sup>th</sup> Street, Lawrence, KS 66044

PROJECT DESCRIPTION:

The Need

Summary

- there are about 400 homeless individuals and families in Lawrence/Douglas County, Kansas staying in the shelter, camps, cars, and with friends
- the Lawrence Community Shelter, the single emergency shelter in Lawrence, sleeps 31 adults
- due to the closing on May 1, 2009 of the Salvation Army's emergency shelter, there are 50 or more individuals and families unable to find emergency shelter each night in Lawrence/Douglas County
- the Lawrence Community Shelter has identified a building for purchase and renovation
- this request is in keeping with the federal goal of reducing homelessness in the United States

In keeping with the HUD goal to reduce homelessness in America, the Lawrence Community Shelter is requesting \$600,000 in HUD Appropriations to assist in the purchase and renovations of a building to house the shelter and related programs for people experiencing homelessness in Lawrence and Douglas County, Kansas. The best estimate by experienced observers working on the issue is that there are about 400 homeless individuals and families in the area on a given day. The 2007 point-in-time count showed 373 homeless in Lawrence of which half were families and half were adult individuals. The results of the 2009 point-in-time count for Lawrence and the



balance-of-state will be released in April 2009. The Lawrence Community Shelter is the primary agency working with the chronically homeless, including individuals and families, in both its day and night programs and the main point of entry for all people experiencing homelessness in Lawrence/Douglas County. It served 632 separate individuals, in both the day and night sections of the shelter, in 2008 of which 309 were first time users of the shelter. Demographics of the Lawrence Community Shelter are 69% male; 31% female; 69% white; 16% African American; 10% Native American; 1% Asian; 9% Other; 5% Hispanic; 95% Non-Hispanic; 7% veterans; 55% dealing with substance abuse; 42% disabled; and 39% with mental illness.

As the primary service center for the chronically homeless in Lawrence/Douglas County, the Lawrence Community Shelter divides its programs into day and night services. The day shelter offers daily living services (laundry, storage, telephone and mail, breakfast, AA, art therapy, chiropractor, health education; refuge from extreme weather); and case management with programs for housing, employment, benefits, and intervention (medical and substance abuse). The night shelter offers sleeping space for 31 individuals, evening meal, showers, storage, and substance abuse counseling.

The current building for the Lawrence Community Shelter is inadequate. It is small, old, and cramped. It is not fully handicapped accessible and it is not sufficiently large for the numbers who need a sleeping space each night. The Salvation Army in Lawrence was provisionally sleeping the excess people each night but will permanently close its emergency shelter on May 1, 2009. This means there will be an additional 50+/- people, including some families, on the streets of Lawrence after May 1 with no place to shelter. When the Community Shelter moves into a larger, adequate building it must be able to sleep 100 each night and to provide program support space aimed at moving people out of homelessness. The current shelter is in downtown Lawrence and on the edge of a historic neighborhood. As a result, it is not in a popular location for businesses and residences and it is not close to the important services for homeless people. It is imperative that the shelter move as soon as possible to a larger facility that will allow for better programs and more humane space (for example, a bed instead of a two-inch mat on a cement floor).

The federal government has made a commitment to reducing homelessness in the United States yet funds are limited at all levels of government for bricks and mortar costs. The purchase and renovation or construction of shelter facilities falls heavily on the individual donor, churches, and foundations. The Lawrence Community Shelter's current operating budget is \$576,000 (\$366,000 direct; \$210,000 indirect) of which 75% is raised from individuals, foundations, and religious groups. There is no support from the State of Kansas. 13% of the budget comes from the City of Lawrence. Federal support comes through Community Development Block Grant, Emergency Services Grant, and FEMA funds comprising 12% of the total budget. The operating budget will increase by 50% on May 1, 2009 when the Salvation Army closes and the Lawrence Community Shelter assumes responsibility for all emergency shelter needs in the city and county.

### **The Response**

The Lawrence Community Shelter is seeking to relocate to a larger, more efficient building to sleep 100 or more individuals and families each night and to provide support space for programs

to move people out of homelessness. The projected cost of the main building renovations and a construction of a smaller second building for jobs and employment programs is \$2,862,000 including furnishings, bathrooms, showers, commercial kitchen, laundry, beds, tables, chairs, and lockers. A 17,000 sf building has been identified for which negotiations are underway for a purchase price expected to be \$1,000,000 at a minimum. The projected \$2,862,000 includes, also, architectural, legal, and engineering fees, and contingency. The renovated building will have sleeping space (emergency and transitional) for single adults and family units, kitchen and dining room, day room(s), meeting room, showers and bathrooms, laundry, storage rooms, and offices for shelter staff and representatives from Kansas Legal Services, the Regional Alcohol and Drug Assessment Center (RADAC), Bert Nash Community Mental Health Center, ECKAN (East Central Kansas Community Action Agency) and other collaborating organizations. Especially important, there will be a second building with space for the Lawrence Community Shelter's strong program for onsite employment through its Good Dog! Gourmet Biscuits and Treats project which distributes to area stores and clinics dog treats made and packaged by homeless residents of the shelter. The projected cost of the secondary building, included in the \$2,862,000 total projection, is \$534,000. The majority of funds for the buildings purchase, renovations, construction, and furnishings must be raised without city or state financial support.

#### **Matching Funds provided by the State of Kansas, Local Governments, and/or private Foundations or Individuals**

There are no matching funds provided by the State of Kansas nor the City of Lawrence, Kansas with the possible exception of Kansas State Tax Credits for individual donors which are awarded to nonprofit agencies on the basis of a competitive process once a year. Application will be made in May 2009 for these Kansas State Tax Credits which, if awarded, are to be given by Lawrence Community Shelter as a match to individual donors. The majority of the \$3,000,000 project goal will come from individual donations and foundation grants. A professional fundraiser, Greenwood Consulting, has been hired to develop the capital campaign for the shelter's relocation. Application will be made to the Mabee Foundation in Tulsa, Oklahoma for matching funds up to \$500,000 once half of the goal, \$1,500,000, is achieved. While Lawrence is a reasonably affluent community, it will be a challenge to raise the necessary funds for the shelter in these difficult economic times.

#### **Applicable Background Information on the Organization Making the Request**

The Lawrence Community Shelter is the primary center for individuals and the chronically homeless in Lawrence/Douglas County, Kansas. It has a staff of 12 (5 full time and 7 part time). The director has over 30 years experience working with the homeless population in Washington, D.C., Kansas City, Missouri, and Lawrence. The 11 member board of directors has three relocation subcommittees devoted to site, program, and funding. In addition, there are more than 100 volunteers who do many of the tasks demanded at a shelter.

The board has a buyer's agent to help negotiate with the sellers of the identified building, and a fundraising consultant to develop a capital campaign. Assistance in the form of an Appropriations item would help provide shelter for a nearly desperate situation in keeping with the federal HUD goal of reducing homelessness in American communities. The Lawrence

Community Shelter has a record of successfully raising its operating revenue for its growing programs over the past ten years. For example, the shelter's FY 2005 budget was \$268,600 and for FY 2009 it is \$576,030. The Lawrence Community Shelter is a member of the Lawrence Community Commission on Homelessness (appointed by the Mayor), the Coalition for Homeless Concerns, and the Interfaith Initiative on Homelessness. The shelter is the lead agency for organizing meetings and trainings of the HUD mandated HMIS database for Lawrence/Douglas County.

The shelter has four case management/program areas aimed at solving problems and developing skills to get people out of homelessness. The subtitle of the Lawrence Community Shelter is "...a path to a positive future." The programs are:

- **job development/employment** -- Back to Work job coaching, day labor, and the Joseph Project partially funded by the Catholic Campaign for Human Development to start an entrepreneurial company to employ homeless individuals. The Joseph Project's major product is Good Dog! Gourmet Biscuits and Treats distributed to stores, veterinarians, farmers' markets, and church and public fairs.
- **housing** -- on site emergency shelter, housing applications to the Lawrence Douglas County Housing Authority, referrals and collaborations with local landlords, and an in-house savings programs for guests to accumulate sufficient funds for initial deposits, rent, and utilities
- **benefits** -- ID replacement, food stamp, disability, Medicaid and other applications, Kansas Legal Services, Department of Motor Vehicles, Social Security Administration, and the Kansas Department of Social and Rehabilitation Services (SRS)
- **intervention** -- alcohol and drug counseling, transportation to detox and rehab programs in Topeka, Johnson County, and Kansas City, KS, AA meeting onsite, referrals and collaborations with DCCCA, RADAC, Valeo, Johnson County Adult Detox Unit, Bert Nash Community Mental Health Center, Lawrence Memorial Hospital, and others. In response to the need and due to the extensive presence of substance abuse with people experiencing homelessness, the Lawrence Community Shelter has chosen to be an open facility. It does not administer a breathalyzer which means people who are drinking or taking drugs may sleep at the shelter if their behavior meets the shelter standards.

The Community Commission on Homelessness (mayoral appointees) has developed a Vision for Housing the Homeless with stages from Emergency to Permanent Supportive or Independent living. The Lawrence Community Shelter has been designated by this Community Commission on Homelessness as the single emergency level facility for Lawrence's individuals and families. With the closing of the Salvation Army's temporary emergency shelter, the Lawrence Community Shelter is immediately faced with housing a number of people experiencing homelessness that is double its capacity. Through its various programs, experienced staff, fundraising achievement, and caring approach, the Lawrence Community Shelter has become the trusted provider of services in Lawrence/ Douglas County to people experiencing homelessness. To meet this responsibility and to have a better long-range structure for achieving the HUD goal of reducing homelessness, the Lawrence Community Shelter is requesting this Appropriations assistance.

### Additional Comments

Resolutions of support from the Lawrence City Commission, the Douglas County Commission, and the Lawrence Community Commission on Homelessness are being sent by separate mail.

**PURPOSE/USE OF FUNDS** *This description will be used to list the project in the House report and should be less than 10 words that list exactly what the funds will be used to accomplish. This sentence will define the scope of the Grantee's grant agreement with HUD, and every activity that the Grantee proposes to undertake with these funds must be listed. HUD uses the language in the report to structure the grant agreement, and any subsequent changes to the activities must be done through bill language, which is very difficult and delays execution of the grant agreement. Example: "for demolition, planning, design, and renovation of a homeless shelter."*

For purchase and renovation to relocate and enlarge homeless shelter.

WILL YOU ALSO SEEK FUNDING FOR THIS PROJECT FROM THE RECENTLY-ENACTED STIMULUS PACKAGE [THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, P.L. 111-5]?

The Lawrence Community Shelter has made inquiries at the state level with the Kansas legislature but does not expect to receive any stimulus funds unless through Emergency Service Grant (ESG) for operating costs.

Additionally, please review the information below, which was provided by the Transportation-HUD Subcommittee:

#### ***Economic Development Initiative (EDI)***

*EDI funds can be used for economic development activities, including; acquisition, planning, design, construction, and renovation of housing; land acquisition; and revitalization and redevelopment projects. Members should ensure that EDI projects are consistent with the underlying authorization for activities funded from the Community Development Fund within HUD. Funds should be used for activities which benefit low and moderate-income persons.*

*The following activities are not eligible for EDI funds:*

- *No funding for for-profit entities;*
- *No reimbursement of expenses (including debt service or debt retirement or payment for activities already undertaken);*
- *No water or sewage projects, although industrial park developments that include infrastructure developments may be considered;*
- *No first responder projects (including equipment grants, public safety grants, or public safety facilities construction, including police and fire stations);*
- *No transportation construction projects;*
- *No expenses for program operations, including staff;*

- *No planning projects for greater than \$100,000;*
- *No healthcare facilities;*
- *No college or university projects, except in unique circumstances where such projects clearly and unambiguously embody the statutory goals cited in the Housing and Community Development Act of 1974.*

**Howard Bauleke**

**Chief of Staff**

**Rep. Dennis Moore [D-KS]**

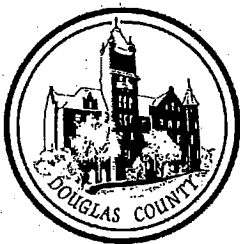
**202-225-2865**

**202-225-2807 [fax]**

**[howard.bauleke@mail.house.gov](mailto:howard.bauleke@mail.house.gov)**

**To sign up for Rep. Moore's fascinating, timely email newsletter, go to:**

**<http://www.moore.house.gov>**



## DOUGLAS COUNTY COMMISSIONERS

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5268 Fax (785) 832-5148  
[www.douglas-county.com](http://www.douglas-county.com)

Charles Jones  
Nancy Thellman  
Jim Flory

March 23, 2009

The Honorable Sam Brownback  
303 Hart Senate Office Building  
Washington, D.C. 20510

Dear Senator Brownback:

As you have probably heard, the Lawrence Salvation Army recently decided to close down its emergency shelter effective on May 1. While this decision was consistent with the plans adopted by the City to eventually consolidate the two homeless shelters serving Lawrence, the action that came before the Lawrence Community Shelter had the capacity to serve more than a small percentage of the need that exists in Lawrence for homeless shelter beds.

The Lawrence Community Shelter was originally established as the second homeless shelter serving Lawrence and Douglas County, but the only shelter that placed no preconditions on homeless individuals to get a bed for the night. The Community Shelter was designed to fill a gap in services, but not to be the sole shelter for the homeless in Douglas County.

Over a year ago, the Mayor of the City of Lawrence appointed the Community Commission on Homelessness to oversee a long term plan for the homeless service needs in Lawrence. One of its recommendations was that the two shelters should be combined under the supervision of the Lawrence Community Shelter in order to make the provision of homeless services more efficient. Then the recent decision of the Salvation Army to close their shelter, combined with the recession that is increasing the number of homeless, has created an imminent crisis for the homeless in our community.

We therefore support the application of the Lawrence Community Shelter for \$600,000 to purchase and renovate a building to provide shelter and related services to citizens who are homeless in our community. The application is in accordance with the federal HUD goal of reducing homelessness in the United States. The Lawrence Community Shelter has a good track record in providing this type of service and we are confident that it is the appropriate agency to address this need in our community.

Sincerely,

Charles Jones

Nancy Thellman

Jim Flory



## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

**Keith A. Browning, P.E.**  
Director of Public Works/County Engineer

### MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KB*

Date : March 13, 2009

Re : Consider approval of Project Agreement with KDOT for US-56 Corridor Study

KDOT is collaborating with Johnson County, Douglas County, Baldwin City, Edgerton, Gardner, the Lawrence/Douglas County MPO and MARC to conduct a US-56 corridor management study. The extents of the study corridor are from US-59 in Douglas County to I-35 in Gardner. The purpose of the study is to "prepare a corridor management plan that will: serve as a framework for future potential highway enhancements; identify and preserve right-of-way that may be necessary to accommodate any projected enhancements; describe and identify access management objectives for the transportation corridor; and promote effective inter-connectivity of the local street/road network with the highway."

All parties will need to execute three agreements in conjunction with this effort: (1) Partnership Agreement, (2) Project Agreement, and (3) Implementation Agreement. In September 2008, the parties entered into the Partnership Agreement. The Partnership Agreement essentially says the partners will work together to complete this study and create a regional vision for the corridor. It sets the tone for regional cooperation. At this time, KDOT is requesting each entity enter into the Project Agreement (attached). The Project Agreement specifies funding and other responsibilities of each partner. Following the study's completion, KDOT will ask participating entities to enter into an Implementation Agreement. The Implementation Agreement will state that each partner will enact local decisions to protect the operational integrity of the highway and implement the access management plan for this corridor.

KDOT has selected a consultant, TranSystems Corporation, for this study. The consultant's contract has a not-to-exceed cost of approximately \$457,000. The Project Agreement stipulates the following cost share responsibilities for the parties:

MEMORANDUM  
March 13, 2009  
Page Two

<u>Party</u>	<u>Percentage of Total Cost</u>	<u>Cost Share</u>
KDOT	67.2%	\$307,000
Johnson County	8.8%	\$ 40,000
Douglas County	4.4%	\$ 20,000
Baldwin City	2.2%	\$ 10,000
Edgerton	2.2%	\$ 10,000
Gardner	8.8%	\$ 40,000
Lawrence-DGCO MPO	4.4%	\$ 20,000
MARC	2.2%	<u>\$ 10,000</u>
		\$457,000

The Project Agreement requires Douglas County to pay KDOT our \$20,000 cost share within 60 days of the effective date of the agreement. There are available funds for Douglas County's cost share in the CIP. This corridor study has been added to the Draft CIP update to be considered by the BOCC in the near future.

Action Required: Consider authorizing the Commission Chair to sign a Project Agreement with KDOT and other Douglas County and Johnson County local governments and MPO's for a US-56 corridor management study. The Commission Chair should sign three (3) copies of the signature page for the Project Agreement.



PROJECT NO. KA-1496-01

US-56 CORRIDOR MANAGEMENT STUDY AND PLAN

CITY OF BALDWIN CITY  
DOUGLAS COUNTY  
CITY OF EDGERTON  
CITY OF GARDNER  
JOHNSON COUNTY  
LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING ORGANIZATION  
MID-AMERICA REGIONAL COUNCIL

### AGREEMENT

**PARTIES:** **DEBRA L. MILLER**, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary;"

**THE CITY OF BALDWIN CITY, KANSAS**, hereinafter referred to as "Baldwin City;"

**DOUGLAS COUNTY, KANSAS**, hereinafter referred to as "Douglas County;"

**THE CITY OF EDGERTON, KANSAS**, hereinafter referred to as "Edgerton;"

**THE CITY OF GARDNER, KANSAS**, hereinafter referred to as "Gardner;"

**JOHNSON COUNTY, KANSAS**, hereinafter referred to as "Johnson County;"

**LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to as "Lawrence-Douglas County MPO;"

**MID-AMERICA REGIONAL COUNCIL**, hereinafter referred to as "MARC;"

Collectively referred to as the "Parties."

### AUTHORITY:

The Parties are empowered by the laws of the state of Kansas to enter into agreements for such a Study. The Parties have determined the Study will benefit the traveling public.

**PURPOSE:** Recognizing the mutual desire of the Parties for orderly, quality and sustainable development within the US-56 Corridor, which permits safe and efficient access to the mainline of the highway by establishing an appropriate balance between efficient mobility along the highway and the nature, location and density and intensity of adjacent land uses, the Parties desire to cooperatively participate in a study and to

cause the preparation of a corridor management plan that will serve as a framework for potential highway enhancements, identification and preservation of right-of-way that may be necessary to accommodate projected enhancements, access management objectives for the highway and for the inter-facing local network, and effective inter-connectivity of the local street/road network with the highway. The Parties further desire to cause the preparation of a plan that also will set forth the roles each of the Parties will agree to undertake, both individually and jointly, to preserve this corridor's integrity and enhance opportunities for economic development within the corridor for all Parties.

**STUDY:** The Parties desire to enter into this Agreement for the Study described as follows:

Study the US-56 transportation corridor beginning at Interstate 35, proceeding west twenty-two (22) miles, terminating at US-59, and one mile either side of the centerline of US-56, hereinafter the "Corridor."

**CONSULTANT:**

The Secretary has selected TranSystems ("Consultant") to perform the Study.

The Study will be performed by the Consultant, pursuant to a corridor management consultant contract, as the same is amended from time to time in accordance with its terms, hereinafter, the "Consultant Contract." The Consultant Contract is attached to this Agreement as Exhibit A, and is hereby deemed to be incorporated into this Agreement as if fully included herein.

**EFFECTIVE DATE:**

The Parties, in consideration of the premises, shall mutually agree to perform in accordance with this Agreement on \_\_\_\_\_, 20\_\_.

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To contract, on behalf of the Parties, to make or secure the making of studies, designs, plans, estimates, surveys, and any necessary studies or investigations, and supervise the Study and administer the payments due the consultant pursuant to the Consultant Contract, including any portion of cost borne by the remaining Parties pursuant to this Agreement. Secretary agrees to furnish each Party one (1) paper copy and one (1) electronic copy of the final Study for each Party's records;

2. To administer the Consultant Contract. The Secretary further agrees, as representative for the Parties, to manage the Study and ensure the provision of the final deliverables, as described in the agreed to project scope which is attached to the Consultant Contract as Exhibit A, and administer the payments due the Consultant, pursuant to the Consultant Contract, including the portion of the cost borne by the other Parties;

3. To require the Consultant to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the acts or omissions of the Consultant, the Consultant's agent, sub-consultants (at any tier), or suppliers (at any tier). If the Parties are required to defend a third party's claim, the Consultant shall indemnify the Parties for damages paid to the third party and all related expenses that the Parties incur in defending the claim;

4. To be responsible for sixty-seven and two-tenths percent (67.2%) of the contract amount, as set forth in the Consultant Contract, not to exceed a maximum of \$307,000. The Secretary shall not be responsible for any costs incurred pursuant to the Consultant Contract that exceed \$457,000; and

5. After receipt of the final voucher claim, the Secretary's Chief of Fiscal Services, in a timely manner, will prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the remaining Parties are responsible, as provided for in this Article, and shall then transmit the complete and final billing to the remaining Parties.

## ARTICLE II

### BALDWIN CITY AGREES:

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract in two equal payments. The first payment to be due to the Secretary on or before sixty (60) days of the effective date of this Agreement and the second payment to be due to the Secretary on or before one (1) year of the effective date of this Agreement; and

2. To be responsible for two and two-tenths percent (2.2%) of the total actual costs of the Study, up to \$10,000.

## ARTICLE III

### DOUGLAS COUNTY AGREES:

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract on or before sixty (60) days of the effective date of this Agreement;

2. To be responsible for four and four-tenths percent (4.4%) of the total actual costs of the Study, up to \$20,000; and

## ARTICLE IV

### EDGERTON AGREES:

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract in two equal payments. The first payment to be due to the Secretary on or before sixty (60) days of the effective date of this Agreement and the second payment to be due to the Secretary on or before one (1) year of the effective date of this Agreement; and

2. To be responsible for two and two-tenths percent (2.2%) of the total actual costs of the Study, up to \$10,000.

**ARTICLE V**

**GARDNER AGREES:**

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract in two equal payments. The first payment to be due to the Secretary on or before sixty (60) days of the effective date of this Agreement and the second payment to be due to the Secretary on or before one (1) year of the effective date of this Agreement; and
2. To be responsible for eight and eight-tenths percent (8.8%) of the total actual costs of the Study, up to \$40,000.

**ARTICLE VI**

**JOHNSON COUNTY AGREES:**

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract on or before sixty (60) days of the effective date of this Agreement;
2. To be responsible for eight and eight-tenths percent (8.8%) of the total actual costs of the Study, up to \$40,000; and

**ARTICLE VII**

**LAWRENCE-DOUGLAS COUNTY MPO AGREES:**

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract on or before sixty (60) days of the effective date of this Agreement; and
2. To be responsible for four and four-tenths percent (4.4%) of the total actual costs of the Study, up to \$20,000.

**ARTICLE VIII**

**MARC AGREES:**

1. To deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract on or before sixty (60) days of the effective date of this Agreement; and
2. To be responsible for two and two-tenths percent (2.2%) of the total actual costs of the Study, up to \$10,000.

**ARTICLE IX**

**NON-KDOT PARTIES AGREE:**

1. The Study shall be undertaken for and on behalf of the Parties by the Secretary acting as their representative;

2. The Secretary is authorized to take such steps that are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project;
3. The Parties and the Consultant shall be jointly and severally responsible for the adequacy and accuracy of the Study;
4. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, Baldwin City, Douglas County, Edgerton, Gardner, Johnson County, Lawrence-Douglas County MPO, and MARC will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Baldwin City, Douglas County, Edgerton, Gardner, Johnson County, Lawrence-Douglas County MPO, MARC, their employees, agents, or sub-consultants; provided, however that Baldwin City, Douglas County, Edgerton, Gardner, Johnson County, Lawrence-Douglas County MPO, and MARC shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees;
5. If any payment is due to the Secretary, that payment shall be made within thirty (30) days after receipt of a billing from the Secretary's Chief of Fiscal Services;
6. It will adopt all necessary ordinances and/or resolutions and to take those legal steps as may be required to give full effect to the terms of this Agreement; and
7. It will, upon request by the Secretary, provide the Secretary an accounting of all actual non-participating costs paid directly by Baldwin City, Douglas County, Edgerton, Gardner, Johnson County, Lawrence-Douglas County MPO, and MARC to any party outside of KDOT for any other major expense associated with the Study, thus enabling the Secretary to report all costs of the Study to the legislature.

## ARTICLE X

### THE PARTIES MUTUALLY AGREE:

1. The Study will focus on integrating current and future land use and transportation demands, with the minimum Study objectives being to:
  - Create a public involvement/visioning plan that will achieve informed consent among the general public and other stakeholders;
  - Identify current and future land uses along the Corridor and identify areas that are likely to experience traffic management issues;
  - Address current and anticipated access and traffic management issues;
  - Identify opportunities for coordination of general, comprehensive and area plans and development codes, including, but not limited to zoning ordinances and subdivision regulations, among the jurisdictions;
  - Develop a Corridor identity;
  - Establish the framework for a formalized and sustainable partnership among the

- Parties;
- Produce cost-effective and practical strategies for balancing land use and transportation, and outline the Parties' responsibilities for plan implementation;
2. It will comply with all appropriate state and federal laws and regulations;
  3. Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by that Party prior to the execution of the Consultant Contract by the Secretary;
  4. If, in the judgment of the Secretary, sufficient funds are not appropriated to fulfill the payment obligations of the Secretary, as set forth in Article 1 of this Agreement, the Secretary may terminate this Agreement at the end of the then current fiscal year; provided that, the Secretary will participate in all approved Consultant Contract costs incurred prior to the termination of the Agreement. If the Study is cancelled, KDOT will return to the other parties a proportionate amount of payment received from the other parties;
  5. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties, and their successors in office;
  6. 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 of provisions of this Agreement;
  7. The Special Attachment No. 1, attached hereto as Exhibit B, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement;
  8. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto as Exhibit C and executed by the parties in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof; and
  9. This Agreement may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

The signature page immediately follows this paragraph.

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

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

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

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Gary L. Walbridge, MAYOR

**DOUGLAS COUNTY, KANSAS**  
ATTEST:

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Charles Jones, COMMISSION CHAIR

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

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Frances M. Cross, MAYOR

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

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Carol Lehman, MAYOR

**JOHNSON COUNTY, KANSAS**  
ATTEST:

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Annabeth Surbaugh, COMMISSION CHAIR

**LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING ORGANIZATION**  
ATTEST:

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Davonna C. Moore, CHAIR

**MID-AMERICA REGIONAL COUNCIL**  
ATTEST:

\_\_\_\_\_  
(NAME) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
David Warm, EXECUTIVE DIRECTOR



Project No. 56-106 KA-1496-01  
STATEWIDE

CMS Contract No. 006091032

**AGREEMENT FOR CORRIDOR MASTER PLAN**

The Parties are entering into this Agreement on this 26<sup>th</sup> day of January 2009.  
The Parties to this Agreement are the consulting engineering firm of TranSystems Corporation (Consultant) and the Secretary of Transportation of the State of Kansas (Secretary). The Consultant's address is 2400 Pershing Road, Suite 400, Kansas City, Missouri 64108.

**I. PURPOSE OF AND AUTHORITY FOR THE AGREEMENT**

- A. K.S.A. 75-5007 created the Kansas Department of Transportation (KDOT) to "coordinate the planning, development and operation of the various modes and systems of transportation within [Kansas]" under the Secretary's direction and supervision. K.S.A. 68-407 authorizes the Secretary to enter into all contracts "incident to the construction, improvement, reconstruction, and maintenance of the state highway system". K.S.A. 68-407 and K.S.A. 75-5801 *et seq.* authorize the Secretary to take the steps necessary to secure engineering and technical services.
- B. The Secretary is developing a Corridor Master Plan for US-56 from US-59, east 22.2 mile to I-35 in Gardner, designated as Project Number 56-106 KA-1496-01. However, the Secretary's engineering and technical forces will be unable to perform all of the services needed to conduct a highway corridor management study and prepare the Corridor Master Plan within the desired completion date. The best alternative is to use a qualified firm to perform the engineering and other technical services needed through this Agreement as detailed in Special Attachment No. 4, Consultant's Proposal, which is attached to and incorporated into the Agreement.
- C. The Consultant represents that its representatives have the education, training, and experience necessary to perform accurately and timely the engineering and associated technical services this Agreement requires. The Consultant has a valid Certificate of Authorization and individual employees are licensed by the Kansas Board of Technical Professions when Kansas law requires licensing.

**II. DEFINITIONS**

- A. Agreement. This Agreement for Engineering and Technical Services including attachments to this Agreement, documents this Agreement incorporates by reference, any CMS Change Orders, and any future supplemental agreements.
- B. Consultant. The consulting engineering firm, its employees, subconsultants, and any other Consultant-retained agents that will be performing Services for the Project.
- C. Documents. Written, printed papers and electronic files.

D. Exploratory Work Documents. Documents KDOT, local governments, or Consultants develop to determine subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for the project.

E. FHWA. The Federal Highway Administration.

F. KDOT. The Kansas Department of Transportation and its authorized employees.

G. Manuals. The KDOT Design Manual, Construction Manual, Form Manual, CMS Procedures Manual, Manual on Uniform Traffic Control Devices, and all other current documents KDOT requires for performing design engineering and associated technical services.

H. Notice to Proceed. A written notice authorizing the Consultant to begin the Services.

I. Project. The detailed engineering and associated technical Services needed for the development of the Corridor Master Plan as identified in Section I.B.

J. Reports. Formal documents that detail or summarize information generated for or gathered for the Project or for the Project. Exploratory work documents are considered Reports. The final Corridor Master Plan is considered a Report.

K. Services. The engineering and associated technical duties necessary to comply with this Agreement. Such Services are defined throughout the Agreement and with greater detail in Special Attachment No. 4, and the Consultant's Proposal, and any supplemental agreements.

### III. SECRETARY'S GENERAL RESPONSIBILITIES.

A. The Secretary will employ the Consultant to perform the Services identified in Special Attachment No. 4, and the Consultant's Proposal unless the Secretary modifies the Services or terminates the Agreement.

B. The Secretary will:

1. Issue the Consultant a Notice to Proceed.
2. Furnish or make available to the Consultant existing highway plans, exploratory work documents in the Secretary's possession, Manuals, and all other documents the Secretary has agreed to furnish as identified on Exhibit A, Items Furnished by the Secretary. Graphic files will be in the form of a current Bentley Microstation Design File.

3. Prepare those exploratory work documents, if any, that the Secretary determines that KDOT should prepare.

4. Pay the Consultant according to Section VI.

C. As this Agreement is non-exclusive, the Secretary may contract directly with other Consultants to perform some or all of the Services. The Secretary may also contract directly with subconsultants that the Consultant has retained to perform Services under this Agreement.

D. The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives are not undertaking the Consultant's responsibility for its Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives make no representations, no express warranties, and no implied warranties to any persons or entities regarding the Services. The Secretary's performance under this Agreement is intended to fulfill the Secretary's obligation to take those steps necessary to construct, improve, reconstruct, and maintain the state highway system.

**IV. THE CONSULTANT'S GENERAL RESPONSIBILITIES:**

A. The Consultant shall:

1. Prepare a proposal identifying the Services to be performed, the price for the Services, and an estimated schedule (bar chart or other type) for performing component tasks (Consultant's Proposal). After the Secretary accepts the Proposal, the Consultant's Proposal will be incorporated into the Agreement or any Supplemental Agreement as Special Attachment No. 4, Consultant's Proposal.

2. Furnish all labor, materials, equipment, supplies, transportation, and incidentals necessary to perform the Services for which Secretary has hired the Consultant under this Agreement. The Consultant represents that it is adequately staffed and suitably equipped to perform the Services according to this Agreement and in a timely manner.

3. Prepare and furnish to the Secretary preliminary reports and technical data when the Consultant's Proposal specifies these Services.

4. Prepare and furnish to the Secretary revisions to preliminary reports and technical data that the Secretary requests or the Consultant determines are needed to meet required design criteria/standards and Manuals when the Consultant's Proposal specifies these Services.

5. Prepare and furnish to the Secretary final reports and technical data when the Consultant's Proposal specifies these Services. Final reports shall be reproducible.

6. Prepare and furnish to the Secretary electronic data files in the current Bentley Micro station format. Organize the electronic data files according to the KDOT Graphic Standards Manual.

7. Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color, and placement of all signs shall comply with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

8. Notify and obtain permission from KDOT Bureau for Transportation Planning before performing extra services as provided in Section VI.B.

B. The Consultant shall perform all Services according to design criteria/standards that KDOT has adopted and the Federal Highway Administration (FHWA) has approved for the particular highway and structures included in the Construction Project. KDOT has adopted the following design criteria/standards: KDOT Design Manual, the current Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's Road Memoranda, KDOT Graphic Standards Manual, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of KDOT's Standard Specifications and Special Provisions. The Consultant also may be required to perform some or all Services according to AASHTO design criteria/standards if the Secretary requires these standards in addition to KDOT's criteria/standards.

C. The Consultant shall have sole responsibility for the adequacy and accuracy of final reports, technical data, and all other Services. The Secretary's performance under this Agreement is intended to fulfill the Secretary's obligation to take those steps necessary to construct, improve, reconstruct, and maintain the state highway system and is not intended to fulfill the Consultant's obligations under this Agreement.

## V. PROSECUTION AND PROGRESS

### A. GENERAL

1. The Secretary assumes no obligation to pay for Services the Consultant performs before KDOT issues the Consultant's Notice to Proceed for the Project.
2. The Consultant shall perform the Services according to the schedule contained in Special Attachment No. 4, Consultant's Proposal.
3. At monthly intervals, the Consultant shall report actual progress to the KDOT Bureau of Transportation Planning.
4. If the Secretary or a third party performs in a manner that increases the Consultant's time for performance, the Consultant shall notify the KDOT Bureau of Transportation Planning of such delay. If the Consultant did not cause or contribute to the delay, the Secretary will pay the Consultant to accelerate the Services to overcome the delay or the Secretary will grant an extension of time for the delay. The Secretary has sole discretion to give a time extension rather than pay acceleration costs.

5. The Consultant shall perform its Services in a manner that does not cause excusable delay, compensable delay, or other damages to KDOT's maintenance forces, public utilities, private utilities, public landowners, private landowners, or a combination of these entities.

6. The Secretary, Consultant, or both may request conferences to discuss the Consultant's Services or other relevant Project issues. The parties will hold these conferences in the KDOT Headquarters Office in Topeka, Kansas unless the parties agree otherwise.

7. The Consultant's Services are considered complete upon the Secretary approving the final Corridor Master Plan.

#### **B. DISPUTED MATTERS**

1. Disputed matters arising under this Agreement will be reviewed utilizing procedures outlined in the KDOT's Consultant Standard of Care Policy. This Consultant Standard of Care Policy is the version in effect at the time the disputed matter arises and is incorporated by reference into this Agreement.

#### **C. TERMINATION OF AGREEMENT**

1. The Secretary may terminate this Agreement upon written notice to the Consultant. The Secretary's designee will send the notice at least (10) days before the termination date stated in the notice:

- If the Secretary terminates this Agreement without fault on the Consultant's part, the Secretary will pay the Consultant the Consultant's direct costs incurred before the termination date and the Consultant's net fee as Section VI provides.
- If the Secretary terminates this Agreement because of the Consultant's failure to comply with its contract obligations or because of the Consultant's negligent acts, errors, or omissions, the Secretary will pay the Consultant the reasonable value of Services performed before the termination date. In evaluating the reasonable value of Services performed, KDOT may adjust the net fee to reflect the percentage of work the Consultant has completed.

2. The Consultant shall have no breach of contract claim if the Secretary terminates this Agreement as this section allows. Regardless of the basis for terminating, nothing in this section prevents the Secretary from recovering damages under Section VII.F for the Consultant's failure to comply with its contract obligations under this Agreement or for the Consultant's negligent acts, errors, or omissions.

3. Even if the Secretary terminates this Agreement under this section, the Secretary may require the Consultant to complete some of the remaining Services. The Consultant's obligations shall not end until such work is completed, and the Secretary will pay for these Services under Section VI.A. Additionally, nothing in this section prevents the Consultant from seeking recovery for extra services under Section VI.B.

4. The Secretary is not obligated to terminate this agreement as a condition precedent to contracting with "another consultant" as defined and permitted in Section III.C. The Consultant shall have no breach of contract claim, interference with contract claim, or other claim if the Secretary contracts with "another consultant" as defined and permitted in Section III.C.

## VI. PAYMENT

### A. GENERAL

1. The Secretary will compensate the Consultant for Services on the basis of the Consultant's actual cost plus a net fee of \$27,937.70 as detailed in Special Attachment No. 4, subject to the upper limit of compensation of \$456,950.05 (Section VI.A.5) and any disallowed costs (Section VI.A.8). The Consultant's actual cost includes:

- Actual, direct costs incurred in performing the Services such as employee labor (including fringe benefits and overtime (Section VI.A.2)), contract labor, approved subcontractor/subconsultant costs, equipment costs, transportation costs, lodging costs, and meal expenses as further detailed in Special Attachment No. 4 and
- Associated overhead (Section VI.A.3).

2. The Consultant shall furnish to the KDOT Bureau of Transportation Planning for the Secretary's approval a written request to incur overtime charges before incurring those charges. The Secretary shall not compensate for overtime if the Consultant failed to furnish this notice and obtain the Secretary's approval. If approved, the Secretary will pay overtime at 1.5 times the approved hourly rate for the employee performing the overtime.

3. The Consultant shall submit its overhead rate within seventy-five (75) days after the Consultant's fiscal year ends. The Secretary may audit the Consultant's overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant's overhead rates. If the overhead rate increases or decreases, the Secretary will adjust previous payments to reflect the actual overhead rate for that fiscal year.

4. Subject to the upper limit of compensation (Section VI.A.5), the Secretary will pay for extra services according to Section VI.B.2.

5. The Parties may adjust the upper limit of compensation through a CMS Change Order or Supplemental Agreement. The Consultant shall notify the KDOT Bureau of Transportation Planning before the Consultant's Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the upper limit of compensation identified in this Agreement, in a Special Attachment No. 4, Consultant's Proposal or in a CMS Change Order/Supplemental Agreement that modifies the upper limit of compensation.

6. To initiate payment on a Project, the Consultant shall complete and submit to the KDOT Bureau of Design an itemized billing on KDOT's Payment Request Form or other document the KDOT Bureau of Design approves. The Consultant shall not submit a billing more frequently than once a month. For each billing period, the Consultant shall:

- Submit a progress schedule that includes a statement of the percentage of the Services completed and the actual costs incurred;
- Submit payroll documentation identifying all employees that worked on the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees;
- Show the overhead rate applied; and
- Itemize the direct expenses.

7. The Secretary will pay for the Services within 30 days after receiving, reviewing, and generally approving the consultant's itemized billing and accompanying documentation that Section VI.A.6 requires. This approval does not prevent the Secretary from adjusting a previous payment(s) for disallowed costs (Section VI.A.8) discovered after the Secretary has made that payment.

8. The Consultant shall incur its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Highway Policy Guide (Vol. 1, Ch. 7, Sect. 2) and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the Consultant's failure to comply with its contract obligations, caused by the Consultant's negligent acts, errors, or omissions, or otherwise unallowable. The Consultant shall reimburse the Secretary if the Secretary paid any of these costs previously.

9. The accumulated partial payments shall not exceed ninety-five percent (95%) of the upper limit of compensation for the Project.

10. The Consultant shall submit its invoice for final payment on the Project following completion of Services.

11. The invoice for final payment initiates the Secretary's closure of and audit of the Project. The Consultant shall not submit additional invoice for payment without the Secretary's approval.

12. The Secretary will make final payment for the Project within ninety (90) days after the Secretary or the Secretary's representative completes a final audit of the Project. (See Section VII.B).

## B. CHANGE IN SERVICES

1. The KDOT Bureau of Transportation Planning may change the Consultant's Services by increasing, decreasing, or otherwise modifying the duties this Agreement details.

2. The Consultant may request payment for increased or modified duties as "extra services". If the Secretary determines the "extra services" are reasonable and necessary, the Secretary will authorize payment for direct costs and overhead associated with these "extra services" and increase the upper limit of compensation if necessary to compensate for the "extra services." However, the Secretary will only increase the Consultant's net fee if the Consultant demonstrates that the "extra services" substantially increase the original amount of Services. Such increases may include increasing the Project scope by altering a substantially completed design, expanding Construction Project termini, adding structures, adding new items of services beyond those stated or implied in this Agreement, adding new items of services not customarily expected in the design engineering community, or changing the duration of Services, among others.

3. If the KDOT Bureau of Transportation Planning decreases the Services or decreases the expected duration of Services, the Consultant shall have no claim for additional compensation. The Secretary may decrease the Consultant's net fee if the Secretary demonstrates that the decreased Services substantially decrease the original amount of Services. Such decreases may include decreasing the Project scope, decreasing Project termini, or changing the duration of Services, among others.

4. The KDOT Bureau of Design will prepare a CMS Change Order or Supplemental Agreement setting forth the agreed-upon change in compensation under Section VI.B.2 or VI.B.3.

## VII. MISCELLANEOUS PROVISIONS

### A. OWNERSHIP OF DOCUMENTS

1. Upon completion or termination of a Project, the Consultant shall furnish to the KDOT Bureau of Transportation Planning all documents KDOT provided to the Consultant.

2. Upon completion or termination of a Project, the Consultant shall furnish to the KDOT Bureau of Transportation Planning all original documents the Consultant compiled and prepared in performing its Services. Without limitation, these documents include all reports, drawings, CADD files, specifications, software, source code, documentation, other electronic files, work flows, procedures, other Consultant-generated documents, and other Consultant-developed documents pertaining to the Project. These documents, including the underlying intellectual property rights incorporated into these documents, are KDOT's property. The Secretary's ownership and use of these documents is unrestricted.

3. Upon completion or termination of a Project, and at the Secretary's request, the Consultant shall furnish to the KDOT Bureau of Transportation Planning copies of all correspondence, memoranda, e-mails, instructions, receipts, invoices, and any other documents pertaining to the Project. These documents are KDOT's property.

4. The Projects may result in the Consultant using documents (such as reports, surveys, schedules, lists, or data) the Secretary's authorized representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 409. Such documents are watermarked



"Use Restricted 23 U.S.C. § 409", providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The Consultant shall use these watermarked documents only to perform Services on the Project. The Consultant shall not remove or otherwise damage the 23 U.S.C. § 409 watermark.

#### **B. ACCESS TO RECORDS; AUDITS**

1. The Consultant shall keep all Project documents for a five-year period beginning with the Consultant's final payment date. The final payment date is the voucher date on the Secretary's last payment to the Consultant for the Project. This final payment occurs after the Consultant submits its request for final payment and KDOT has completed the final audit for that Project. The Consultant shall make all documents available at the Consultant's principal office.
2. The Secretary, FHWA, or both may inspect and review all documents pertaining to the Consultant's Services during the Project and for the 5-year document retention period specified in Section VII.B.1.
3. The Consultant shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*).
4. Within 3 years after the Consultant has submitted its invoice for final payment on the Project, the Secretary or the Secretary's authorized representatives will perform a final Audit of the Consultant's Project costs for the Project. The Audit will be conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*); therefore, the scope of the final Audit may vary among Phases. Without limitation, the Auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the upper limit of compensation for this Project. The Auditors may review all subconsultant records and costs as well. The Consultant shall reimburse the Secretary for overpayments.
5. The Consultant shall include the provisions in Section VII.B.1, B.2, and B.3 in all subconsultant agreements to make subconsultants responsible for maintaining Project documents in the same manner as the Consultant.

#### **C. AGREEMENT ITEMS**

1. This Agreement for Engineering and Technical Services includes attachments to this Agreement; documents this Agreement incorporates by reference, any CMS Change Orders, and any future Supplemental Agreements.
2. The Attachments identified below are essential parts of and incorporated into this Agreement. The Consultant shall complete and sign where indicated. The Attachments are:

Special Attachment No. 1, The Civil Rights Act of 1964  
Special Attachment No. 1A, Contractual Provisions Attachment

Special Attachment No. 2, Certification of Consultant/Certification of the Deputy Secretary for Engineering & State Transportation Engineer

(to be completed and signed by the Consultant and Deputy Secretary)

Special Attachment No. 2A, Certification -- Federal Funds -- Lobbying

(to be completed and signed by the Consultant)

Special Attachment No. 3, Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments

(to be completed and signed by the Consultant)

Special Attachment No. 3A, Contractual Services with Current Legislator or Legislator's Firm/ Required Contract Provision Certification

(to be completed and signed by the Consultant)

Special Attachment No. 4, Consultant's Proposal

Special Attachment No. 5, Electronic Data Interchange Agreement

(to be signed by the Consultant)

Exhibit A, Items Furnished by the Secretary

(to be completed by the Secretary's representatives).

3. No Party may alter this Agreement except by a Special Attachment No. 4, Consultant's Proposal, CMS Change Order, or Supplemental Agreement.

**D. LEGAL RELATIONS**

1. The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations.
2. This Agreement binds the parties and the parties' successors and assigns.
3. This Agreement creates no third party beneficiaries.
4. Kansas law governs this Agreement.

**E. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS**

1. The Consultant shall pay Unemployment Insurance, Worker's Compensation, Social Security taxes, and other taxes or payroll deductions State and Federal Law require for the Consultant's employees who are working under this Agreement.

**F. ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE**

1. The Consultant shall correct promptly, without additional compensation, the Consultant's failure to perform its Contract obligations under this Agreement. The Consultant shall correct promptly its negligent acts, errors, or omissions without additional compensation. If the Services affect a third party, the Consultant shall perform corrections in a manner that minimizes delay to the third party and other damages.

2. The Consultant shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, monies the Secretary pays for fines because of the Consultant's failure to comply with any Environmental Law, delay damages, or other damages arising from the Consultant's failure to comply with its contract obligations or the Consultant's negligent acts, errors, or omissions. This Agreement does not authorize third parties to seek recovery under this Agreement as third party beneficiaries or in any other capacity.

3. The Consultant shall hold the Secretary and the Secretary's authorized representatives harmless from and indemnify these persons for all claims, suits, damages (whether property damages, personal injury damages, or economic damages), and costs (reasonable attorney's fees and defense costs) resulting from the Consultant's failure to comply with its contract obligations under this Agreement, resulting from the Consultant's negligent acts, errors, or omissions in performing its Services, or all of the above. The Consultant shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

4. For the life of this Master Agreement, the Consultant shall maintain professional liability insurance to cover the Consultant's operations on the Project. If the Secretary feels the coverage is inadequate, the Secretary may require the Consultant to increase the scope of coverage, amount of coverage, or both. The Consultant shall require subconsultants and other Consultant-retained agents to carry professional liability insurance as well if such insurance is available.

#### **G. CONFLICT OF INTEREST**

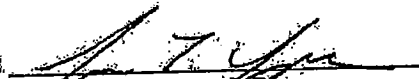
1. The Consultant warrants it has no public or private interest and shall acquire directly or indirectly no such interest that would conflict with the Services performed under this Agreement.
2. On the Project, the Consultant shall perform no design engineering or associated technical work for an entity other than KDOT.
3. The Consultant shall not hire persons in KDOT's employment to provide Services under this Agreement without the Secretary's written permission.

**H. EFFECTIVE DATE, REPRESENTATION OF AUTHORITY**

1. This Agreement shall become effective when either the Secretary or the Secretary's authorized representative signs the Agreement and the Consultant's authorized representative signs the Agreement. The Agreement will be effective on the date set forth on page 1.

2. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

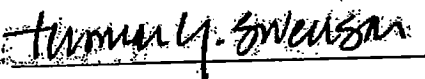
**SECRETARY OF TRANSPORTATION**

By:   
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

11/26/07  
(Date)



**TRANSYSTEMS CORPORATION**

By: 

1/21/09  
(Date)

Exhibit A

Project No. 56-106 KA-1496-01  
STATEWIDE

**ITEMS FURNISHED BY THE SECRETARY**

As may be necessary and applicable to the preparation of reports and drawings for this Project, the Secretary agrees to furnish to the Consultant the following items and information in the general vicinity of the Project, already on record in the Secretary's files:

ITEM	REMARKS
1. Field Survey Information	Yes/No
2. Subsurface & Geologic Data	Yes
3. Surfacing Recommendations	Yes
4. Preliminary Studies	Yes, if available
5. Traffic Data/Projection	Yes
6. Accident Data	Yes
7. Standard Specifications	Available Online
8. Bureau of Design, Design Manual	Returnable
9. Existing Plans of Adjacent projects	Yes, if available
10. Standard Drawings, Prints of Reproducible sheets	Available Online.
11. Railroad Strip Maps	If needed/available
12. Aerial Photos	Returnable
13. Air & Noise reports	Yes
14. Permits necessary for Design Approval	Yes. Data for CORPS Section 404, Division of Water Resources, and KDHE NPDES Permits are furnished by the Consultant.

**DESIGNER CONSTRUCTION SERVICES**  
Actual Cost

**Exhibit B**  
Rev: 1/25/08

CMS Contract No: \_\_\_\_\_

KDOT Project No. \_\_\_\_\_ Phase No. \_\_\_\_\_

Firm Name: \_\_\_\_\_

Project Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCOPE OF SERVICES:**  
Narrative Description of problem, investigation, and analysis to be completed:

**Estimate of Cost:**

<b>Classification</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total Cost</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
			Subtotal = \$ _____
<b>Overhead</b>	<b>%</b>		\$ _____
			Subtotal = \$ _____
<b>Net Fee</b>			\$ _____
<b>Direct Expense</b>			Subtotal = \$ _____
_____			
_____			
_____			
_____			
		<b>Total Direct Expense =</b>	\$ _____
		<b>Total Reimbursable Amount =</b>	\$ _____

CONSULTANT

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

By: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

Special Attachment No. 1

Page 1 of 2

Rev. 07/99

**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, any amendments thereto,  
Executive Order 12898, Federal Actions to Address Environmental Justice in  
Minority Populations and Low Income Populations (1994), and any amendments thereto**

**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.

**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), Subsection 504 of the Rehabilitation Act of 1973 (37 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R. Parts 21, 23 and 27), issued pursuant to such Act, and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), 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 nine "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 Agreement, 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 Agreement.
- (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 or national origin 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 Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Leases of 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 and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability or national origin.

Special Attachment No. 1  
Page 2 of 2  
Rev. 07/99

- (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 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 Agreement, the Secretary of Transportation of the State of Kansas shall impose such Agreement 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 Agreement until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (7) **Disadvantaged Business Obligation.**
- (a) Disadvantaged Businesses as defined in the Regulations shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to insure that Disadvantaged Businesses have the maximum opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, religion, color, gender, age, disability or national origin in the award and performance of Federally-assisted contracts.
- (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 of the State of Kansas and use such information in complying with this Order.
- (9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and 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.



State of Kansas  
Department of Administration  
DA-145a (Rev.1-01)

Special Attachment No. 1A  
CMS: 006091032

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-145a, Rev.1-01), 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 24th day of January, 2009.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 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 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 of the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Special Attachment No. 2

Certification of Consultant

I hereby certify that I am the Senior VP / Principal and duly authorized representative of the firm, TranSystems Corporation, whose address is 2400 Pershing Road, Suite 400, Kansas City, Missouri, 64108 and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as herein expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

1/21/09

(Date)

Turner Ly Swanson

Consultant

Certification of the Deputy Secretary for Engineering & State Transportation Engineer

I hereby certify that I am the Deputy Secretary for Engineering and State Transportation Engineer of the State of Kansas and that the above Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as herein expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

1/26/09  
(Date)

Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

Special Attachment No. 2A

CMS No. 006091032  
Project No. 56-106 KA-1496-01  
STATEWIDE

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

Definitions

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

Explanation

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

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

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

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

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

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

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

1/21/09

(Date)

By:

Transystems Corporation  
Timothy Swells

Special Attachment No. 3

**Certification by Prospective Participants  
as to Current History Regarding  
Debarment, Eligibility, Indictments, Convictions, or Civil Judgments**

Thomas G. Swenson

(President, Chairman, or Authorized Official)

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, Transystems Corporation  
(Agency or Company)

of any person associated therewith in the capacity of \_\_\_\_\_  
owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position  
involving the administration of Federal funds is not currently under suspension, debarment, voluntary exclusion, or  
determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded or  
determined ineligible by any Federal agency within the past three years; does not have a proposed debarment  
pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in  
any manner involving fraud or official misconduct within the past three years.

Exceptions: \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent  
responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

1/21/09

(Date)

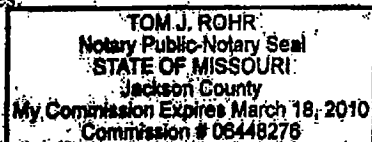
Thomas G. Swenson

Consultant

Sworn to before me, a Notary Public, in and for the County of Jackson, State of MO, this  
21st day of January, 2009.

Tom J. Rohr  
Notary Public

My Commission Expires:



Special Attachment No. 3A

Contractual Services with Current Legislator or Legislator's Firm

Required Contract Provision  
Certification

Kansas law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this Agreement:

Yes, this Agreement is with a legislator or a firm in which a legislator is a member.  
That legislator is:

\_\_\_\_\_

Business telephone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ (Street)

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip code)

OR

No, this Agreement is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this Certification is factual and reliable and is a part of this transaction.

By: Timothy H. Swenson

Date: 1/21/09

Contract/Project No. 56-106 KA-1A96-01 CMS: 006091032  
(if applicable)

County: \_\_\_\_\_  
(if applicable)

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 1 of 17

**Proposal for Engineering Services  
US-56 CORRIDOR MANAGEMENT PLAN**

January 2009

The scope of work is divided into three sequential tasks plus the fourth task of project administration to oversee and manage the work. The three tasks are:

1. Foundation of Facts,
2. Forecast the Future, and
3. Formulate a Plan.

Each of these tasks includes repetitive elements such as:

- Land Use Planning,
- Transportation Characteristics, and
- Public Engagement.

Specific elements to a task are also included yet they only occur once in the process. Documentation of tasks (some in memoranda form) will be distributed throughout the study at various staff and public meetings for the partners' review. This information may be summarized for inclusion on the website.

**100 FOUNDATION OF FACTS**

This task element is to determine, assess and document the existing conditions along the corridor.

**Task 101 Base Map Development** - This task serves as the means to document both the land use and transportation conditions. It is assumed that the Counties (Douglas and Johnson) and Cities (Baldwin City, Edgerton, and Gardner) will provide TranSystems in electronic format the GIS data files with supporting aerial photography for the study area (at a minimum for the area defined on the following map referred to as Exhibit 1). This data will include topographic information such as ground elevations, property lines, property ownership, major utility locations and easements, streams, existing and proposed land use data, etc. KDOT's Environmental Services Section will also provide TranSystems available environmental data for inclusion on the base map. Other physical features such as oil wells or holding tanks as located on KDOT's County maps will also be shown on the base maps as part of the physical environment. The existing US-56 centerline and profile will be recreated from as-built plans provided by KDOT. Stationing may be adjusted to create a continuous corridor alignment. A series of strip maps will be created along the 22-mile long corridor to present existing conditions. In rural areas the maps will be at a 1" = 300' scale. In developed areas, the maps will be at a 1" = 100' scale. An index map showing the approximate areas of the 20 strip maps and their scale will also be presented. Generalized existing and proposed land use based on data from Cities and Counties will be mapped at a scale of 1" = 1/2 mile.

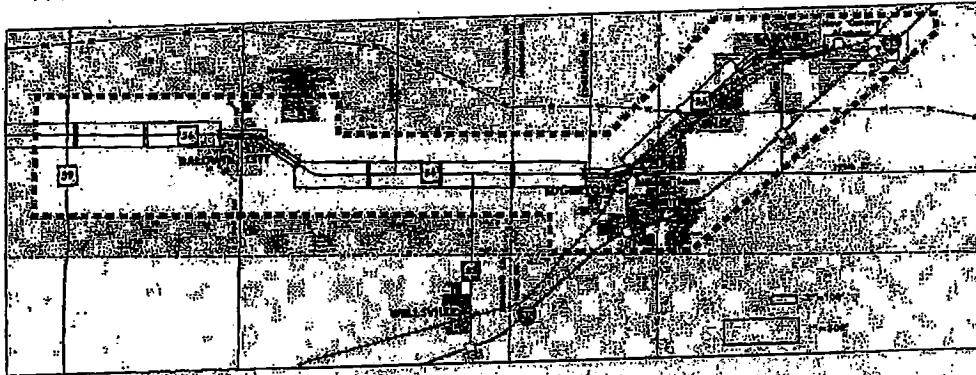
**Task 102 Land Use Planning** involves assembling and reviewing available comprehensive plans, land use plans and development plans and policy documents, data regarding existing and proposed development, as well as City and County codes that regulate development.

**Task 102.1 Land Use Review** involves assembling and reviewing existing comprehensive, land use and policy plans, development plans (permitted and in process), and known major development influences. The Cities and Counties will provide to TranSystems hard copy plans and policy documents, as well as manipulative electronic files of supporting land use, zoning maps and official street maps. Plans, documents and development influences (provided by KDOT and Partners) will be reviewed for relevancy along US-56 and potential developments will be included on proposed land use maps.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 2 of 17

**Exhibit 1  
STUDY AREA MAP and SHEET LAYOUT**



**Task 102.2 Development Codes Review** is the review of three Cities and two Counties land use, zoning and development codes as part of a "gap analysis". Cities and Counties will provide land use, zoning and development codes for review. The codes will be reviewed to determine parts relevant to Corridor transportation and development. The product will be a short technical memorandum outlining the relevancy of parts of the code to land use and transportation decisions in the corridor.

**Task 103 Transportation Characteristics** element is to develop the travel demand model, conduct traffic counts and perform associated capacity, safety and access management analyses, as well as assess existing roadway conditions.

**Task 103.1 Travel Demand Model Development** - This task will develop the travel demand model techniques and process. Two different methods are anticipated for the corridor. In portions of Johnson County the Olathe/Gardner TransCAD model is proposed to be utilized with, at a minimum, all section line roadways. It is assumed that no significant changes to the TransCAD model will be made, including expansion of the model. In the remaining portions of Johnson County and in Douglas County, a sketch planning method is proposed that encompasses only arterial streets, as identified on the County maps. Traffic volumes collected as part of this study will have a base year of 2008. This task includes a review of the TransCAD model's existing conditions data as well as future assumptions for the 2030 forecast. For comparative purposes in future tasks (Task 202.1) a review of historic growth trends will also be conducted along the US-56 corridor and selected links in the area including US-59, K-33 and I-35.

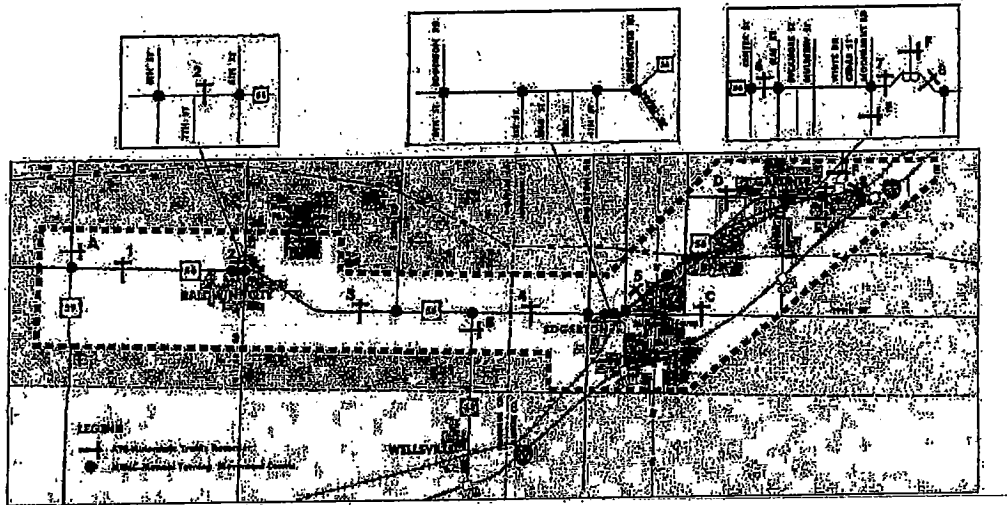
**Task 103.2 Traffic Volumes** - This task involves assembling and collecting recent and new traffic counts at critical locations for use in assessing existing traffic operations. These locations are shown in the following Exhibit 2.

**Task 103.2.1 Traffic Counts** - Recent available and applicable traffic volume data along or adjacent to the US-56 corridor will be provided by the Cities, Counties, Metropolitan Planning Organizations and KDOT for TransSystems review. A series of traffic counts will be conducted to supplement available data. Automatic traffic recorder counts will be conducted along the corridor for a minimum of two days at fourteen locations along the corridor. The traffic data will be collected by direction, by hour and include vehicle classifications.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 3 of 17

**Exhibit 2**  
**SEGMENT and INTERSECTION COUNT LOCATIONS**



**US-56:**

1. West of Baldwin City
2. Between 8th and 6th Streets Baldwin City
3. East of Baldwin City (west of 2200 Rd)
4. Douglas and Johnson County Line
5. North of 199th Street
6. Between Center and Elm Streets
7. East of Moonlight
8. East of New Century AirCenter

**Intersecting Roadways**

- A. US-59, north of US-56
- B. K-33, south of US-56
- C. 199th Street, east of US-56
- D. W Santa Fe Street, west of US-56
- E. Moonlight Road, south of US-56
- F. New Century AirCenter, north of US-56

In addition, manual turning movement counts will be conducted for two hours during the AM and PM peak periods, as determined from the 24-hour data collected above. The count locations include the following intersecting streets to US-56:

- |                                                 |                                           |
|-------------------------------------------------|-------------------------------------------|
| 1. US-59 - unsignalized                         | 9. 199th St / Sunflower Rd - unsignalized |
| 2. 8th Street (Baldwin City) - unsignalized     | 10. 191st Street - unsignalized           |
| 3. 6th Street or 1700 Rd (Baldwin City)         | 11. 4 Corners - unsignalized              |
| 4. 2200 Road - unsignalized                     | 12. Center Street (Gardner)*              |
| 5. K-33 - unsignalized                          | 13. Elm Street (Gardner)*                 |
| 6. Edgerton Rd/8th St (Edgerton) - unsignalized | 14. Moonlight Road (Gardner)* and         |
| 7. 1st Street (Edgerton) - unsignalized         | 15. Cedar Nile Road (Gardner)*            |
| 8. 4th Street (Edgerton) - unsignalized         |                                           |

\* - New counts will not be collected, but rather provided from available KDOT and Partners data.

Pedestrians crossing the legs of these intersections will also be counted.



Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 4 of 17

A license plate survey will be conducted for a total of one hour during the AM and PM peak periods for traffic entering and exiting Baldwin City at both the western and eastern limits of the City. License plate numbers for entering and exiting traffic will be recorded, codified and then matched by time period to estimate the percent of through, non-stopping traffic (in other words without a pass-by trip) travelling along US-56 in Baldwin City.

**Task 103.2.2 Capacity Analysis** - Traffic analyses will be conducted at all signalized intersections along US-56 and other critical unsignalized junctions identified in the above task. The capacity analysis will be based upon Highway Capacity Manual methodologies. The results of the capacity analyses will be summarized in tabular form.

**Task 103.3 Safety Analysis** - A safety analysis will be conducted to assemble crash data from KDOT over the last five years and represent it in a summary manner for layperson comprehension. Accident rates will be calculated on a per mile basis to review and ascertain if any patterns on location or type of accidents may be occurring. This information will be used to help identify where existing deficiencies may exist in order to prioritize improvements.

**Task 103.4 Access Management Analysis** - Access management components will document the location of all public and private access points. KDOT will provide its KGate database to TranSystems in a GIS electronic format. Initial review indicates approximately 400 total access points along the 22-mile corridor.

The rates of access points per mile (on a per mile basis as well as an incremental mile basis) will be calculated and compared to the Institute of Transportation Engineers (ITE) guidelines for a macroscopic assessment. Each access point location will be assessed as part of a microscopic assessment according to the guidelines for the following critical criteria:

- Distance from intersections
- Distance from adjacent in-line access points
- Distance from adjacent opposite access points

**Task 103.5 Roadway Assessment** - The roadway assessment will document the roadway's physical and operational characteristics in both tabular form and in a plan and profile format.

**Task 103.5.1 Physical Characteristics** - The roadway assessment will include the roadway's typical section illustrating the number and configuration of vehicle travel lanes, shoulders, and drainage treatment (as an open or enclosed system). The size and routing of drainage structures is not included. Where applicable the typical section will document the location of existing sidewalks. An inventory of existing signs and pavement markings will be illustrated on the plans including regulatory and warning signs such as posted speed limits and parking restrictions. Passing zones from center line pavement markings will also be represented. KDOT will provide to TranSystems their most recent pavement and bridge condition ratings along the US-56 corridor. TranSystems will review and represent the data relative to any physical condition needs.

**Task 103.5.2 Operational Characteristics** - The existing horizontal and vertical alignment will be assessed according to its posted speed limit plus 5 mph based upon the available information depicted on the as-built plans. Locations of critical areas based upon either horizontal or vertical guidelines will be identified on the plan and profile format along the corridor. Cross street profiles will not be established. Therefore sight distance issues based upon cross street profiles will not be directly assessed.

**Task 104 Public Engagement** entails establishing a public participation plan, a branding element for the study as well as determining potential members for a Stakeholders. Stakeholder interviews and a community survey will also be conducted. The format, structure and arrangement of the public engagement meetings will be discussed at the bi-monthly KDOT and Partners Meetings (Task 401). One additional meeting with KDOT's Public Affairs staff will be arranged to review materials before distribution.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 5 of 17

**Task 104.1 Prepare Public Participation Plan** - A Public Participation plan will be prepared with communication goals, basic approach and methods of engagement. The plan will outline the community involvement program, identifying key contacts with agencies, the news media, citizens groups, stakeholder groups and the general public. The plan will include attachments of a contact list and a timeline of activities developed to guide the process. The contact list will be compiled from contacts submitted by the Counties and Cities in specified categories, supplemented by research into civic groups, key property owners, and other stakeholders along the Corridor. The contact list will include e-mail addresses wherever possible as the primary method of information transmission. It is intended that the Advisory Committee workshops and other meetings as appropriate will rotate locations throughout the corridor and the facilities for the meetings will be provided by the Cities and/or Counties.

**Task 104.2 Branding** - A blueprint for the design of a graphic family will be prepared consisting of photo, font, and color palettes that communicate the project and message to the audience. The graphic family will also include a logo, and templates for meeting materials, e.g. headers for presentation boards, handouts and flyers, media kits, comment cards, sign-in sheets, name tags, and directional signage.

**Task 104.3 Establish Stakeholder List and Hold Stakeholder Interviews** - A key stakeholder list to be interviewed will be refined from the list developed in 104.1, to include stakeholders from each of the three cities, local school districts, economic development agencies, utility providers and other major stakeholders such as the BNSF, the Allen Group, and New Century AirCenter. This stakeholder input along with other analyses will be used to help develop projected land use quantities and to prepare an issues list for Workshop 1, and will be invited to all Workshops. Interviews will be grouped and held on one day at a centralized location and may be supplemented by phone interviews as appropriate. The Cities and/or Counties will arrange for the stakeholder interviews.

**Task 104.4 Community Survey** - A combination mail/phone survey will be developed and conducted for a minimum number of 600 households with a minimum of 200 each in Baldwin City, Edgerton, and Gardner. A maximum of 15 to 17 questions would be asked concerning identification of corridor issues. The overall survey margin of error would be plus or minus 4% and the margin of error for each city would be plus or minus 7%.

**Task 104.5 Website** - A website will be established and maintained by the Consultant. During Task 100, two updates to the website are anticipated. A basic project website will be designed for the US-56 Corridor Management project that will be hosted, managed, and maintained throughout the project and for four months after the deliverance of the Final Plan. Project materials, meeting invitations, meeting results, etc. will be posted on the site so that the general public can view and download the information as necessary. The site will include links to Cities, Counties and KDOT web sites. In addition KDOT will be provided with all community outreach materials, e.g. meeting invitations, handouts, minutes and notes as well as newsletters and display ads in pdf and in Microsoft Word with jpgs so that they can be posted to KDOT's Constant Contact E-Newsletter site. These files will be provided to KDOT on a monthly basis for the duration of the project as dictated by content and project events.

**Task 104.6 Media Communication** - Introductory media kits (up to 20 kits) will be produced containing project information including the schedule, corridor maps, a contact list and other project material as determined appropriate by KDOT. Media kits will be contained in binders that can receive future material. KDOT will deliver up to three media kits. Remaining kits will be distributed via mail by KDOT. The format of media kits and other forms of communication will be established and prepared with the project branding.

**Task 104.7 Meetings** - Public engagement meetings (number and location defined below) will be conducted in this task and include KDOT and Partners meetings and the first workshop to identify community issues. The stakeholder interviews and community survey will be conducted prior to the workshop and this information will feed into the workshop along with information gained in the first KDOT and Partners meeting.

Project No. 56-106  
KA-1498-01, Statewide

Special Attachment No. 4  
Page 6 of 17

**Task 104.7.1 Advisory Committee Meeting No. 1** – The first Advisory Committee Meeting will be held to review the project approach and timing, determine major development and transportation issues related to the Corridor, and to review the Public Participation Plan. A presentation and handouts would be prepared to facilitate discussion.

**Task 104.7.2 Workshop No. 1 – Community Issues**: The results of the data collection and analysis, Community Survey, Stakeholder Interviews, and the KDOT and Partners review would be consolidated in a presentation and handout as a springboard for workshop discussion. The invitees to the workshop will be the KDOT and Partners group, public officials, and a wide list of stakeholders and interest groups. The purpose of the workshop is to categorize, refine and prioritize issues by importance to the Corridor.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 7 of 17

**200. FORECAST THE FUTURE**

This task element is to determine, assess, and document the potential future conditions along the corridor. A critical part of Task 200 is ultimately the selection of an acceptable scenario (defined as one land use and one roadway network configuration).

**Task 201 Land Use Planning** consists of an evaluation of land capacity, demand and generalized sensitive resource assessment to assist in the development of various land use scenarios. A high-intensity and low-intensity land use scenario is envisioned for three basic land use categories of residential, commercial and industrial development. It may also be possible to define two different physical locations for development that may affect traffic patterns on the roadway network.

**201.1 Land Capacity Demand** The land capacity demand for the Corridor will be compiled and evaluated using existing available data, to assist in developing land use scenarios. This evaluation will include an assessment of key market factors based on available demographics to assess development potential over the next 20 to 30 years. The results will be documented in a short memorandum.

**201.2 Sensitive Resources Assessment Overlay Map** A sensitive resources assessment overlay map will depict environmentally sensitive areas for use in developing land use scenarios. The map will be created at the scale of 1" = 1/2 mile for the Corridor using existing available ArcGIS data.

**201.3 Land Use Scenarios** Will include preparation and mapping of two land use scenarios (one high-intensity and one low intensity) based on the land capacity demand, sensitive resources assessment information, adopted comprehensive plans, stakeholder input and KDOT and Partners input. The scenarios will be mapped at a scale of 1" = 1/2 mile and will include the three basic land use categories of residential, commercial and industrial development supplemented with existing or planned public and park uses. Key proposed development that may affect traffic patterns on the roadway network may be shown in two alternative locations.

**Task 202 Transportation Characteristics** continues with the development of the travel demand model and forecasting process to provide 2040 traffic volumes at the same segments and intersections analyzed under existing conditions. An analysis of the future year traffic volumes will be conducted for the two land use scenarios described above along with the network scenarios described below. Based upon a comparative analysis of the scenarios, a mutually agreed upon scenario will be chosen by KDOT and its partners for further development during Task 300.

**Task 202.1 Travel Demand Forecast** - This task consists of developing the 2040 traffic volume forecasts utilizing the TransCAD model as well as traditional sketch planning techniques for making traffic assignments on the arterial network. Forecasted traffic volumes will be presented in tabular and graphical format for comparison to existing volumes.

**Task 202.1.1 Scenarios Development** Network scenarios are anticipated to include:

- the existing network plus committed transportation projects (such as CARNP),
- a scenario with a Baldwin City bypass (link assignment only), and
- a capacity constraint along existing US-56 within downtown Gardner (between Center and Sycamore Streets with on-street parking) combined with enhancements to the 199th / US-56 intersection.

For each scenario, a set of traffic volume forecasts will be prepared and presented in tabular and graphical formats. Input from Task 202.1.2 is needed before a set of volumes can be analyzed.

**Task 202.1.2 Growth Trends** This task will be performed in conjunction with the scenarios development and is in essence a means of providing a reality check with the TransCAD demand forecasting model. The review will utilize data assembled in Task 103.1 to compare the historic and forecasted volumes growth trends. Where and if applicable, the TransCAD forecasts may be adjusted to better reflect historic trends.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 8 of 17

**Task 202.2 Forecasted Traffic Volumes and Analysis:** A set of traffic volume forecasts will be made for each scenario on critical roadway links (a total of 20 links is assumed). These links as well as key intersections (the fifteen locations previously analyzed) are proposed to be assessed in terms of vehicular capacity analysis.

**Task 202.3 Roadway and Intersection Configurations:** A set of improved roadway and intersection configurations (at a schematic level showing the number of lanes and lane assignments) will be defined to provide adequate levels of service for the above scenarios. (The "adequate" level of service will be defined in the study, and may vary depending on the location within the corridor.) From these scenarios, an assessment process will occur that allows selection of only one land use and transportation scenario upon which to develop specific improvements in Task 300. Also included in this task is the incorporation of the then current status of control treatments for on-going discussions regarding at-grade railroad crossings on side streets intersecting US-56 and in close proximity (less than 200 feet) from the centerline of US-56. These side streets include 183rd Street, Four Corners Road, W 191st Street, and Sunflower/199th Street.

**Task 203 Selection of Acceptable Scenario:** Involves a process that allows KDOT and its partners to reach informed consent with an acceptable land use and transportation scenario allowing for the development of improvements along US-56. The specific selection process will be defined during the time of this task in context with the information of the various scenarios developed. The process will likely involve a comparative matrix for discussion at a bi-monthly KDOT and Partners meeting.

**Task 203.1 Land Use Input:** Land use planners will provide input on which land use scenario is the most acceptable at a bi-monthly KDOT and Partners meeting;

**Task 203.2 Transportation Input:** The transportation planners will provide input on which network scenario is the most acceptable at a bi-monthly KDOT and Partners meeting.

**Task 204 Public Engagement:** activities include maintaining the website, and preparing and distributing a press release. Two public engagement meetings are proposed that include the second workshop (discussing policies) and the first public officials briefing. The format, structure and arrangement of the public engagement meetings will be discussed at the bi-monthly KDOT and Partners Meetings (Task 401). One additional meeting with KDOT's Public Affairs staff will be arranged to review materials before distribution.

**Task 204.1 Website:** The website will be maintained by the Consultant. During Task 200, two updates to the website are anticipated.

**Task 204.2 Media Communication:** A press release will be drafted, discussing the results of the Community Issues Workshop and encouraging use of the project website, and provided to KDOT for distribution after the Public Official's briefing. The press release will be customized to be relevant to each of the Cities, suitable for use in the local press of different jurisdictions.

**Task 204.3 Meetings:** Public engagement meetings will be conducted in this task that include the first public officials briefing and the second workshop to review alternative policy options and prioritize solutions. The cities and/or counties along the corridor will provide the locations for these meetings, while the consultant will prepare notices and record minutes of the meetings.

**Task 204.3.1 Public Official's Briefing No. 1:** Public officials related to the corridor, including relevant local, county, and state elected officials and key community leaders will be invited to the first briefing on the project at one location in Douglas County and one location in Johnson County. It is assumed these meetings will occur on two separate days. A presentation and a handout describing the project will be prepared, reviewed by KDOT and

Project No. 56-106  
KA-1496-D1, Statewide

Special Attachment No. 4  
Page 9 of 17

revised. Oral presentations will be coordinated with KDOT and Advisory Committee members from the relevant jurisdictions.

**Task 204.3.2 Advisory Committee Meeting No. 2** -- The second Advisory Committee will be held to review the results of the first Workshop and Public Official's Briefing, and to review Public Policy Options and materials to be presented at Workshop No. 2. A presentation will be prepared to facilitate discussion along with draft workshop material.

**Task 204.3.3 Workshop No. 2 -- Public Policy**: The results of the review of existing policy direction, land capacity, demand, sensitive resources assessment, traffic data and access management options will feed into the workshop as well as information gained in the KDOT and Partners meeting and the public officials briefing. The invitees to the workshop will be KDOT and Partners group, public officials and stakeholders invited to the previous Workshop, and any new stakeholders or community leaders since identified. The purpose of the workshop is to review and prioritize alternative policy options for the corridor in terms of land use and transportation. A presentation would be prepared to facilitate the workshop discussion. The results of the workshop would be informed consent on preferred solutions.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 10 of 17

### 300 FORMULATE A FIT

This task element is to develop the necessary roadway improvements associated with the one accepted development and transportation scenario as well as to prepare the overall Corridor Management Plan.

**Task 301 Land Use Planning** involves identifying elements of community character and making general recommendations regarding access management principles. Patti Banks Associates (PBA) will conduct an assessment of community character elements based upon stakeholder interviews in Task 104.3, and identified in Workshop No. 1, and documented in photographs during field visits. Based on the review of development codes in Task 102.2 and identified community character elements, the gaps related to access management, design that supports all modes of transportation, and quality urban design will be analyzed. The nature of changes that should be made to the development regulations of each of the jurisdictions to conform to the policy direction of the Corridor Plan will be proposed. PBA will produce a short technical memorandum documenting the nature of proposed changes to development codes along with character elements to be mapped and documented for the Community Character workshop.

Stinson Morrison Hecker (SMH) will review development codes of each partner to determine availability of planning/legal tools key to successful implementation of the Plan. SMH will review PBA's technical memorandum and suggest general revisions to development codes for each partner to augment its ability to successfully implement the Corridor Management Plan. SMH will also meet with local officials to discuss the gap analysis.

**Task 302 Transportation Characteristics** involves preparing a series of recommended physical transportation improvements along with an assessment of probable impacts.

**Task 302.1 Access Management Improvements** - Access management concepts will be prepared and illustrated involving the corridor's roadway segments and intersections. This means defining a "window of access" for potential future private access points. All existing access points are assumed to remain as is, however opportunities for consolidation or closure may be identified at certain locations. The influence area of a public intersection will be defined on both its approach and departure side. Roadway segments will then be defined between public street intersections. Based upon the length of the roadway segment and the spacing guidelines, acceptable areas to locate access points can be defined. These are referred to as "windows of access". Also included with this task is the development of general policy guidelines to assist in the location and spacing of access points.

**Task 302.2 Review of Potential Truck Routes in Gardner** - This task involves developing two to three potential truck routes as an alternate to US-56 through the City of Gardner. The limits of these routes have yet to be determined. Each route will be reviewed and a qualitative assessment made on issues such as the weight and size definition of a truck (though not pertaining to any vehicles of a City agency), adjacent land uses including exposure to schools, parks and other public lands, as well as physical limitations of street width, curb radii (only at intersections where the route may turn), as well as observed vertical and lateral restrictions. Detailed characteristics such as pavement thickness, ability of underground pipes to support truck loadings, and bridge weight limits are not part of this review. The assessment will result in a discussion of issues associated with each route.

**Task 302.3 Conceptual Roadway Improvements for Accepted Scenario** - This task will further develop and refine the schematic roadway and intersection configurations into dimensioned typical sections applied along the corridor's alignment.

**Task 302.3.1 Physical Characteristics** - The improvements will be delineated along the roadway and include typical sections with areas for sidewalks as well as horizontal and vertical highway modifications (if necessary). A conceptual alignment will be prepared and presented addressing improvements (if necessary) to any horizontal or vertical issues identified under existing conditions (Task 103.2.2). These conceptual improvements will be shown along the 20 sheets of the existing corridor alignment. If a Baldwin City bypass is included with the accepted scenario, the bypass will remain in a schematic configuration form. Only modifications (if any) to the existing US-56

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 11 of 17

corridor through Baldwin City will be shown. The 199th Street alignment (as part of CARNP) will also remain as a schematic configuration (between existing US-56 and I-35). Nonetheless, the configuration of the 199th Street intersection would be developed to a conceptual level in order to illustrate, if necessary, any potential mainline realignment to adequately accommodate the intersection configuration. Improvements will be identified in based on general priorities (low, medium or high) in a manner that can be phased over multiple years and multiple projects.

**Task 303.3.2 Review of Probable Impacts:** The conceptual improvements will be reviewed for probable impacts in terms of potential environmental issues that may create approval or permitting complexities as well as probable costs. Probable costs will address major construction items (as well as a contingency percentage), right-of-way (presented as a range of costs) as well as programming components for survey, design and construction inspection. Probable costs will be presented in current dollars and are not intended to be adjusted for inflation as no construction year has been identified.

**Task 303 Corridor Management Plan** consists of documenting in a report format all of the above tasks as well as preparing an Implementation component that addresses partnership and interlocal agreements.

**Task 303.1 Documentation** -- This task consists of preparing the Corridor Management Plan. The Plan will consist of documentation (both in text and in graphics) of the process described in the preceding tasks. It is anticipated that a series of reports (Draft, Proof and Final) is necessary for KDOT and the partner's review.

**Task 303.1.1 DRAFT Corridor Management Plan** -- The DRAFT Plan (and associated Appendices) will be submitted to KDOT and all its partners for review in an electronic format (pdf). Upon receipt of all comments, TranSystems and KDOT will meet to determine which comments (if any) are conflicting. TranSystems will prepare a "response to comments" document addressing how the comments will be treated in the revised report. This response will be sent to KDOT and its partners.

**Task 303.1.2 "Proof Copy" Corridor Management Plan** -- TranSystems will prepare a "proof copy" plan that addresses the comments on the DRAFT Plan. This proof copy Plan will only be submitted to KDOT for review. Upon written approval from KDOT, the FINAL Corridor Management Plan will be prepared.

**Task 303.1.3 Corridor Management Plan** -- The FINAL Corridor Management Plan will be prepared and submitted to KDOT for distribution to its partners. A total of 25 hard copies of the Plan will be submitted along with 25 CD copies. Only CD's of the Appendices will be submitted.

**Task 303.2 Implementation** -- This task will include coordination of Partnership Agreements between the local governments and KDOT.

**Task 303.2.1 Legal Advice** -- Provide advice on legal issues related to rights-of-way preservation and access management issues (including review of mainline improvements and interfacing adjacent local street network plan overlaid by parcel map that may have potential takings and other legal concerns) to KDOT and their partners.

**Task 303.2.2 Adapt Template** -- Adapt KDOT's template for the Implementation Chapter of the Corridor Management Plan. The template will be tailored for the US-56 Interlocal Corridor Management Plan Implementation Agreement (Implementation Agreement) between partners.

**Task 303.2.3 Coordinate Agreements** -- Coordinate and negotiate terms of the Implementation Agreement with local partners, including city and county attorneys. Present Implementation Agreement to Governing Body of each partner at a regular Body meeting and answer questions regarding same. Correspond with Partner(s) as necessary to obtain Governing Body approval. Coordinate approval of Implementation Agreement by Attorney General's Office. Meet with Local Officials Advisory Committee three (3) times regarding Partnership, Implementation Agreements and one other time at Corridor site.



Project No. '56-106'  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 12 of 17

**Task 304 Public Engagement** activities include maintaining the website, and preparing and distributing a press release. Five separate public engagement meetings are proposed that include the the third workshop (discussing the selected scenario and community character assessment) and the second and third public official's briefings. A public open-house (at two locations) near the end of the study process is also included. The format, structure and arrangement of the public engagement meetings will be discussed at the bi-monthly KDOT and Partners Meetings (Task 401). Two additional meetings with KDOT's Public Affairs staff will be arranged to review materials before distribution.

**Task 304.1 Website** – The website will be maintained by the Consultant until 4 months after the deliverance of the Corridor Management Plan. During Task 300, three updates to the website are anticipated.

**Task 304.2 Media Communication** - A press release will be drafted regarding the Corridor Management Plan and the public meeting and provided to KDOT for distribution. The press release will be customized to be relevant to each of the Cities, suitable for use in the local press of different jurisdictions, and will encourage use of the project web site.

**Task 304.3 Meetings** - Public engagement meetings will be conducted in this task that include the the second public officials briefing at two locations and the third workshop to review the draft Corridor Management Plan;

**Task 304.3.1 Public Official's Briefing No. 2** - Public officials related to the corridor, including relevant local, county, and state elected officials and key community leaders will be invited to the second briefing on the project at one location in Douglas County and one location in Johnson County (two meetings total). A presentation and a handout will be prepared describing the draft Corridor Management Plan, reviewed by KDOT and revised. Oral presentations will be coordinated with KDOT and Partners members from the relevant jurisdictions.

**Task 304.3.2 Advisory Committee Meeting No. 3** - The third Advisory Committee will be held to review the results of the second Workshop and Public Official's Briefing, design concepts for the roadway, the necessary roadway elements needed to support the selected development scenario, and to review community character analysis and materials to be presented at Workshop No. 3. A presentation will be prepared to facilitate discussion along with draft workshop material.

**Task 304.3.3 Workshop No. 3 – Community Character Assessment**; The results of the development codes gap analysis, analysis of existing community character, the selected development scenario, and the results of the first two workshops will feed into the workshop, as well as information gained in the KDOT and Partners meetings and the public officials briefings. The invitees to the workshop will be the KDOT and Partners group, public officials and stakeholders invited to the previous Workshop, and any new stakeholders or community leaders since identified. The purpose of the workshop is to come to informed consent on design concepts for the roadway, the necessary roadway elements needed to support the selected development scenario; key elements of character to be preserved and enhanced as it passes through different communities and areas; how transportation, land use and design might be supported through public policies; and the types of changes of development codes needed. A presentation and one or more handouts would be prepared to facilitate workshop discussion. The results of the workshop would be general agreement on ways to implement the plan and triggers for change.

**Task 304.3.4 Advisory Committee Meeting No. 4** - The fourth Advisory Committee will be held to review the results of the third Workshop, to review the Draft Corridor Management Plan, and to review materials for the public meetings. A presentation will be prepared to facilitate discussion along with draft material for the public meetings.

**Task 304.3.5 Public Open-house No. 1 (2 locations)** - Conduct two public open house meetings to be held in Baldwin City in Douglas County, and either Gardner or Edgerton in Johnson County, to inform land owners, residents, business owners, the general public, and other interested organizations of the details of the Corridor

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 13 of 17

Management Plan. These meetings will include preparation of graphical exhibits and a fact sheet to provide details specific to each corridor segment.

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Project No. 56-106  
KA-1498-01, Statewide

Special Attachment No. 4  
Page 14 of 17

**400 PROJECT ADMINISTRATION**

This task element consists of conducting staff meetings with KDOT and its Partners as well as internally with the Consultant team to discuss status and progress on tasks, develop strategic approaches to issues that may arise and to refine the schedule as appropriate.

**Task 401 KDOT and Partners Meetings** are proposed to be held every two months (eight meetings total). The Consultant team will prepare and distribute an agenda one week prior to the meeting. The Consultant team will prepare meeting minutes and distribute them. It is assumed that half of the meeting will be held at KDOT's offices in Topeka, while the other half will be held along the corridor in a facility to be provided by KDOT's Partners. It is assumed KDOT's Partners will provide representation from both their respective planning and public works departments.

**Task 402 Consultant Team Meetings** are proposed five times throughout the course of the study. These include project initiation, a coordination meeting during each of the three major tasks as well as a concluding meeting during the preparation of documentation. Meetings will be held at TranSystems.

**Deliverables**

Several intermediate submittals are included in the preceding tasks and information will be provided to KDOT and Partners throughout the project. The following list is intended to serve as a summary of significant submittals.

1. DRAFT Corridor Management Plan will be submitted for KDOT and the partners' review (electronic submittal)
2. PROOF COPY Corridor Management Plan (4 copies) for KDOT's review
3. FINAL Corridor Management Plan (25 copies) and electronic copies will be provided
4. A series of strip maps will be included in the Corridor Management Plan along the 22-mile long corridor, summarizing the study findings and recommendations.
  - In rural areas, the maps will be at a 1" = 300' scale.
  - In developed areas, the maps will be at a 1" = 100' scale.
  - An index map showing the approximate areas of the 20 strip maps and their scale will also be presented.
5. Generalized existing and proposed land uses will be mapped at a scale of 1" = 1/2 mile.
6. The US 56 Interlocal Corridor Management Plan Implementation Agreements will be prepared and submitted between each impacted governmental agency and KDOT.

**Assumptions for the Preparation of This Scope of Work**

1. Items to be furnished by the Kansas Department of Transportation will include:
  - Accident data (summary data for all roadway segments and intersections along the existing study corridors for calendar years 2003 through 2007);
  - Vehicle classification counts throughout the study area as available;
  - Pavement sufficiency and bridge ratings;
  - Existing roadway plans for US-56 from 1,000 feet west of US-59 up to and including the I-35 interchange with US-56;
  - Proposed roadway plans along US-59 and its interchange with US-56 for at least 1,000 feet north and south of the acceleration/deceleration junction or 1,000 feet north or south of US-59's tie-in to the existing alignment, whichever is longer;
  - KGate data will be made available in standard GIS ESRI format.
2. Data provided by KDOT and its Partners will be received within 30 days of the Notice to Proceed.
3. Decisions will be made by KDOT and its Partners as requested and in a reasonable amount of time in accordance with the attached schedule.
4. KDOT environmental services will provide text, electronic, and hard copy information collected from existing data sources for: archaeological salvage, cultural and historic resources, wildlife, hazardous waste, and wetlands.

Project No. 56-106  
KA-1496-01, Statewide

Special Attachment No. 4  
Page 15 of 17

- Electronic and hard copy mapping will be provided in ArcView format. Information will be provided for the study area boundary.
- 5: No topographic field surveys are required at this stage of the study.
  - 6: Aerial photography will be geo-referenced for overlay purposes.
  - 7: Open House Assumptions:
    - One Public Meeting at two locations.
    - Provide informational packet and comment form at the public meetings.
    - A summary of comments received (oral and written) from the public meetings will be prepared.
    - Meeting accommodations/arrangements will be made by KDOT and its Partners.
    - All information/notices/publications will be reviewed by KDOT and Partners before distribution.
  8. Other Meetings:
    - KDOT or its Partners will provide the facilities for all meetings.
    - The consultant team will provide all other materials for the meetings, including notices, sign-in sheets, handouts, easels, comment forms (as required), and provide summary minutes.
    - Notices will be sent electronically and through press releases. No mailings will be conducted.
  9. No hydraulic studies are required.

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Page 16 of 17

**ESTIMATED COST PLUS FIXED FEE MAXIMUM:**  
US 56 Corridor Study  
56-106 KA-1496-01, Statewide  
Douglas and Johnson Counties

<u>Classification</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Extension</u>
Engineer V	\$ 85.40	62	\$ 5,294.80
Engineer IV	\$ 61.96	646	\$ 40,026.16
Engineer III	\$ 46.20	94	\$ 4,342.80
Engineer II	\$ 37.80	312	\$ 11,793.60
Engineer I	\$ 30.10	134	\$ 4,033.40
Technician IV	\$ 35.00	374	\$ 13,090.00
Technician III	\$ 28.70	0	\$ 0.00
Technician II	\$ 25.20	200	\$ 5,040.00
Technician I	\$ 20.66	0	\$ 0.00
Clerical II	\$ 22.06	0	\$ 0.00
Total Hours:		1822	
			<b>Subtotal \$ 83,620.76</b>

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Page 17 of 17

**ESTIMATED COST PLUS FIXED FEE MAXIMUM**  
**US 56 Corridor Study**  
**56-106 KA-1496-01, Statewide**  
**Douglas and Johnson Counties**  
**SUMMARY**

**LABOR & OVERHEAD**

Total Salary Costs =	\$83,620.76
Overhead Factor on Salary Cost (157.00%)	\$131,284.59
<b>Total Labor &amp; Overhead =</b>	<b>\$214,905.35</b>
<b>Fixed Fee =</b>	<b>\$27,937.70</b>

**SUBCONSULTANTS**

Patl. Banks Associates	\$147,140.00
Peridjan Group	\$22,000.00
Stinson Morrison Hecker	\$33,467.00
<b>Total Subconsultants =</b>	<b>\$202,607.00</b>

**REIMBURSABLE EXPENSES**

Meals & Lodging	\$0.00
Transportation	\$1,500.00
Printing	\$10,000.00
Postage/Website/Miscellaneous	\$0.00
<b>Total Reimbursable Expenses =</b>	<b>\$11,500.00</b>

<b>Total Contract Amount =</b>	<b>\$456,950.05</b>
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Project No. 56-106  
KA-1496-01  
Statewide

**ESTIMATED COST PLUS FIXED FEE MAXIMUM  
US 56 Corridor Study  
56-106 KA-1496-01, Statewide  
Douglas and Johnson Counties  
SUMMARY**

Special Attachment No. 4  
Patti Banks Associates

**LABOR & OVERHEAD**

Total Fee = \$119,940.00

Total Fee = \$119,940.00

**SUBCONSULTANTS**

ETC Institute

\$14,600.00

Blue Symphony, LLC (Web site)

\$10,000.00

\$0.00

Total Subconsultants = \$24,600.00

**REIMBURSABLE EXPENSES**

Meals & Lodging (3% of labor & overhead)

Transportation

\$1,000.00

Printing

\$1,000.00

Postage/Website/Miscellaneous

\$600.00

Total Reimbursable Expenses = \$2,600.00

**Total Contract Amount = \$147,140.00**

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Patti Banks Associates

**ESTIMATED COST PLUS FIXED FEE MAXIMUM**  
**US 56 Corridor Study**  
**56-106 KA-1496-01, Statewide**  
**Douglas and Johnson Counties**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Extension</u>
Owner/Principal	\$ 150.00	121	\$ 18,150.00
Principal	\$ 115.00	12	\$ 1,380.00
Associate IV	\$ 105.00	113	\$ 11,865.00
Associate III	\$ 95.00	620	\$ 58,900.00
Associate II	\$ 75.00	332	\$ 24,900.00
Associate I	\$ 65.00	73	\$ 4,745.00
Tech I	\$ 55.00	0	\$ 0.00
Total Hours		1271	
Subtotal			\$ 119,940.00



Project No. 66-106  
KA-1486-01  
Statewide

Special Attachment No. 4  
Patti Banks Associates

Estimate of Hours  
56-106 KA-1486-01, Statewide

US-56 Corridor: Douglas and Johnson Counties

TASK NAME	Estimated Hours Per Task by Classification						
	Design/Principal	Principal	Associate IV	Associate III	Associate II	Associate I	Task I
US 56 Corridor Management Plan							
100 Foundations of Fact							
101 Base Map Development							
102 Land Use Planning				6	5		
102.1 Land Use Review		4	2	40	5		
102.2 Development Code Review							
103 Transportation Characteristics							
103.1 Travel Demand Model Development							
103.2 Traffic Volumes							
103.2.1 Traffic Counts							
103.2.2 Capacity Analysis							
103.3 Safety Analysis							
103.4 Access Management Analysis							
103.5 Roadway Assessment							
103.5.1 Physical Characteristics							
103.5.2 Operational Characteristics							
104 Public Engagement				10		8	
104.1 Prepare Public Participation Plan	3						
104.2 Branding	2			8	40		
104.3 Establish Advisory Committee and Hold Stakeholder Interviews				24		8	
104.4 Community Survey	1			12			
104.5 Website	2			55	45		
104.6 Media Communication				12	2	4	
104.7 Meetings							
104.7.1 Advisory Committee Meeting No. 1	3			10			
104.7.2 Workshop No. 1 - Community Issues	6			31	8	6	
	17	7	2	204	89	37	0
200 Forecast the Future							
201 Land Use Planning							
201.1 Land Capacity Demand	2		85	6			
201.2 Sensitive Resource Assessment Overlay Map	2			18	125		
201.3 Land Use Scenarios	6	3	16	96	80		
202 Transportation Characteristics							
202.1 Travel Demand Forecast							
202.1.1 Scenario Development							
202.1.2 Growth Trends							
202.2 Forecasted Traffic Volumes and Analysis							
202.3 Roadway and Intersection Configurations							
203 Selection of Acceptable Scenarios							
203.1 Land Use Input	5			10		3	
203.2 Transportation Input							
204 Public Engagement							
204.1 Website					8		
204.2 Media Communications							
204.3 Meetings							
204.3.1 Public Officials Briefing No. 1	3			16			
204.3.2 Advisory Committee Meeting No. 2	3			10			
204.3.3 Workshop No. 2 - Public Policy	6			31	8	6	
	34	3	111	187	213	10	0

Project No. 66-106  
KA-1498-01  
Statewide

Special Attachment No. 4  
Patti Banks Associates

Estimate of Hours  
56-106 KA-1498-01; Statewide

US-56 Corridor - Douglas and Johnson Counties

TASK NAME	Estimated Hours Per Task by Classification						
	Director/Principal	Principal	Associate IV	Associate III	Associate II	Associate I	Temp
300 Formulate a FIC							
301 Land Use Planning	6	2		20	8	4	
302 Transportation Characteristics							
302.1 Access Management Improvements							
302.2 Review of Potential Truck Routes in Corridor							
302.3 Conceptual Roadway Improvements for Access Scenario							
302.3.1 Physical Characteristics							
302.3.2 Review of Probable Impacts							
303 Corridor Management Plan							
303.1 Documentation							
303.1.1 DRAFT Corridor Management Plan	4			24		6	
303.1.2 PROCE Corridor Management Plan	2			8			
303.1.3 FINAL Corridor Management Plan				4			
303.2 Implementation							
303.2.1 Legal Advice						1	
303.2.2 Adopt Template							
303.2.3 Coordinate Agreements							
304 Public Engagement							
304.1 Webinars					6		
304.2 Media Communications							
304.3 Meetings							
304.3.1 Public Officials Briefing No. 3	9			18			
304.3.2 Advisory Committee Meeting No. 3	6			10			
304.3.3 Workshop No. 3 - Community Character Assessment	8			31	8	6	
304.3.4 Advisory Committee Meeting No. 4	5			10			
304.3.5 Public Open House No. 1				31	8	10	
	37	2	0	188	24	28	0
400 Project Administration							
401 IDOT and Partner Meetings	24			42			
402 Consultant Team Meetings	8			15			
	33	2	0	57	24	28	0
<b>Phase A Grand Total:</b>	<b>121</b>	<b>12</b>	<b>0</b>	<b>418</b>	<b>82</b>	<b>72</b>	<b>0</b>

Project No. 56-106  
K.A. 1496-01  
Statewide

Special Attachment No. 4  
Peridian Group

**ESTIMATED COST PLUS FIXED FEE MAXIMUM**  
**US 56 Corridor Study**  
**56-106 (K.A. 1496-01) Statewide**  
**Douglas and Johnson Counties**  
**SUMMARY**

**LABOR & OVERHEAD**

Total Fee =	\$21,420.00	
	Total Fee =	\$21,420.00

**SUBCONSULTANTS**

	\$0.00	
	\$0.00	
	\$0.00	
Total Subconsultants =		\$0.00

**REIMBURSABLE EXPENSES**

Meals & Lodging	\$0.00	
Transportation	\$580.00	
Printing	\$0.00	
Postage/Website/ Miscellaneous	\$0.00	
Total Reimbursable Expenses =		\$580.00

Total Contract Amount =	\$22,000.00
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Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Peridian Group

**ESTIMATED COST PLUS FIXED FEE MAXIMUM**  
**US 56 Corridor Study**  
**56-106 KA-1496-01, Statewide**  
**Douglas and Johnson Counties**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Extension</u>
Engineer	\$ 140.00	153	\$ 21,420.00

Total Hours	153
Subtotal	\$ 21,420.00

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Peridian Group

Estimate of Hours  
56-106 KA-1496-01; Statewide

US-56 Corridor, Douglas and Johnson Counties

TASK NAME	Estimated Hours Per Task by Classification									
	Eng									
<b>US 56 Corridor Management Plan</b>										
<b>100 Foundations of Fact</b>										
101 Base Map Development										
102 Land Use Planning										
102.1 Land Use Review	24									
102.2 Development Code Review										
103 Transportation Characteristics										
103.1 Travel Demand Model Development										
103.2 Traffic Volumes										
103.2.1 Traffic Counts										
103.2.2 Capacity Analysis										
103.3 Safety Analysis										
103.4 Access Management Analysis										
103.5 Roadway Assessment										
103.5.1 Physical Characteristics										
103.5.2 Operational Characteristics										
104 Public Engagement										
104.1 Prepare Public Participation Plan										
104.2 Briefing										
104.3 Establish Advisory Committee and Hold Stakeholder Interviews	24									
104.4 Community Survey										
104.5 Website										
104.6 Media Communication										
104.7 Meetings										
104.7.1 Advisory Committee Meeting No.1	2									
104.7.2 Workshop No. 1 - Community Issues	2									
	62	0	0	0	0	0	0	0	0	0
<b>200 Forecast Use Planning</b>										
201 Land Use Planning										
201.1 Land Use Capacity										
201.2 Sensitive Resource Assessment Overlay Map	6									
201.3 Land Use Scenarios	216									
202 Transportation Characteristics										
202.1 Travel Demand Forecast										
202.1.1 Scenario Development										
202.1.2 Growth Trends										
202.2 Forecasted Traffic Volumes and Analysis										
202.3 Roadway and Interchange Configurations										
203 Selection of Acceptable Scenario										
203.1 Land Use Input	6									
203.2 Transportation Input										
204 Public Engagement										
204.1 Website										
204.2 Media Communications										
204.3 Meetings										
204.3.1 Public Officials Briefing No.1	13									
204.3.2 Advisory Committee Meeting No. 2	3									
204.3.3 Workshop No. 2 - Public Policy	2									
	41	0	0	0	0	0	0	0	0	0

Project No: 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Perkins Group

Estimate of Hours  
56-106 KA-1496-01, Statewide

US-56 Corridor - Douglas and Johnson Counties

TASK NAME	Estimated Hours Per Task by Classification									
	Eng									
300 Formulate a Plan										
301 Land Use Planning										
302 Transportation Characteristics										
302.1 Access Management Improvements										
302.2 Review of Potential Truck Routes in Gardner										
302.3 Conceptual Roadway Improvements for Access Scenarios										
302.3.1 Physical Characteristics										
302.3.2 Review of Probable Impacts										
303 Corridor Management Plan										
303.1 Documentation										
303.1.1 DRAFT Corridor Management Plan	12									
303.1.2 PROOF Corridor Management Plan	2									
303.1.3 FINAL Corridor Management Plan	2									
303.2 Implementation										
303.2.1 Legal Advice										
303.2.2 Adapt Template										
303.2.3 Coordinate Agreements										
304 Public Engagement										
304.1 Website										
304.2 Media Communications										
304.3 Meetings										
304.3.1 Public Officials Briefing No. 3	3									
304.3.2 Advisory Committee Meeting No. 3	3									
304.3.3 Workshop No. 3 - Community Character Assessment	3									
304.3.4 Advisory Committee Meeting No. 4	3									
304.3.5 Public Open House No. 1	6									
	34	0	0	0	0	0	0	0	0	0
400 Project Administration										
401 KDOT and Partners Meetings	10									
402 Consultant Team Meetings	10									
	20	0	0	0	0	0	0	0	0	0
<b>Phase A Grand Total</b>	<b>153</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4.  
Stinson Morrison Hecker

**ESTIMATED COST PLUS FIXED FEE MAXIMUM**  
**US 56 Corridor Study**  
**56-106 KA-1496-01; Statewide**  
**Douglas and Johnson Counties**  
**SUMMARY**

LABOR & OVERHEAD

Total Cost = \$32,967.00

Total Fee = \$32,967.00

SUBCONSULTANTS

\$0.00

\$0.00

\$0.00

Total Subconsultants = \$0.00

REIMBURSABLE EXPENSES

Meals & Lodging \$500.00

Transportation \$0.00

Printing \$0.00

Postage/Website/Miscellaneous \$0.00

Total Reimbursable Expenses = \$500.00

**Total Contract Amount = \$33,467.00**

Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4.  
Stinson Morrison Hecker

**ESTIMATED COST PLUS FIXED FEE MAXIMUM:**

US-56 Corridor Study  
**56-106 KA-1496-01, Statewide**  
Douglas and Johnson Counties

<u>Classification</u>		<u>Hourly Rate</u>	<u>Total Hours</u>		<u>Extension</u>
Partner	\$	333.00	99	\$	\$32,967.00

Total Hours .99

Subtotal	\$	\$32,967.00
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Project No. 56-106  
KA-1496-01  
Statewide

Special Attachment No. 4  
Stinson Morrison Hecker

Estimate of Hours  
56-106 KA-1496-01, Statewide

US-56 Corridor: Douglas and Johnson Counties

TASK NAME	Partner	Estimated Hours Per Task by Classification																			
		1	2	3	4	5	6	7	8	9	10										
US 56 Corridor Management Plan																					
100 Foundations of Fact																					
101 Base Map Development																					
102 Land Use Planning																					
102.1 Land Use Review																					
102.2 Development Code Review	31																				
103 Transportation Characteristics																					
103.1 Travel Demand Model Development																					
103.2 Traffic Volume																					
103.2.1 Traffic Counts																					
103.2.2 Capacity Analysis																					
103.3 Safety Analysis																					
103.4 Access Management Analysis																					
103.5 Roadway Assessment																					
103.5.1 Physical Characteristics																					
103.5.2 Operational Characteristics																					
104 Public Engagement																					
104.1 Prepare Public Participation Plan																					
104.2 Branding																					
104.3 Establish Advisory Committee and Hold Stakeholder Interviews																					
104.4 Community Survey																					
104.5 Website																					
104.6 Media Communication																					
104.7 Meetings																					
104.7.1 Advisory Committee Meeting No. 1	4																				
104.7.2 Workshop No. 1 - Community Issues																					
		15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200 Forecast the Future																					
201 Land Use Planning																					
201.1 Land Use Capacity																					
201.2 Sensitive Resource Assessment Overlay Map																					
201.3 Land Use Scenarios																					
202 Transportation Characteristics																					
202.1 Travel Demand Forecast																					
202.1.1 Scenario Development																					
202.1.2 Growth Trends																					
202.2 Forecasted Traffic Volumes and Analysis																					
202.3 Roadway and Intersection Configurations																					
203 Selection of Acceptable Scenario																					
203.1 Land Use Input																					
203.2 Transportation Input																					
204 Public Engagement																					
204.1 Website																					
204.2 Media Communications																					
204.3 Meetings																					
204.3.1 Public Official Briefing No. 1	8																				
204.3.2 Advisory Committee Meeting No. 2																					
204.3.3 Workshop No. 2 - Public Policy																					
		8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Project No: 56-106  
KA: 1496-01  
Statewide

Special Attachment No: 4  
Sinson Morrison Hecker

Estimate of Hours  
56-106 KA: 1496-01, Statewide

US-56 Corridor - Douglas and Johnson Counties

TASK NAME	Person	Estimated Hours Per Task by Classification									
300 Formulate a FR											
301 Land Use Planning	14										
302 Transportation Characteristics											
302.1 Access Management Improvements	2										
302.2 Review of Potential Truck Routes in Gardner											
302.3 Conceptual Roadway Improvements for Access Scenario											
302.3.1 Physical Characteristics											
302.3.2 Review of Probable Impacts											
303 Corridor Management Plan											
303.1 Documentation											
303.1.1 Draft Corridor Management Plan	3										
303.1.2 PROOF Corridor Management Plan	2.5										
303.1.3 FINAL Corridor Management Plan	2.5										
303.2 Implementation											
303.2.1 Legal Advice	6										
303.2.2 Adapt Timetable	8										
303.2.3 Coordinate Agreements	30										
304 Public Engagement											
304.1 Website											
304.2 Media Communications											
304.3 Meetings											
304.3.1 Public Officials Briefing No. 3											
304.3.2 Advisory Committee Meeting No. 3											
304.3.3 Workshop No. 3 - Community Character Assessment											
304.3.4 Advisory Committee Meeting No. 4											
304.3.5 Public Open House No. 1											
	56	10	0	0	0	0	0	0	10	0	0
400 Project Administration											
401 RDOT and Partners Meetings											
402 Consultant Team Meetings	10										
	10	0	0	0	0	0	0	0	10	0	0
<b>Phase A Grand Total:</b>	<b>99</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>

Special Attachment No. 5

**Electronic Data Interchange Agreement  
Kansas Department of Transportation  
Bureau of Design**

CMS Contract No. 006091032

Project No. 56-106 KA-1496-01

This Electronic Data Interchange agreement entered into this 26<sup>th</sup> day of January, 2009, by and between the Secretary of Transportation for the State of Kansas, hereinafter called the "Secretary", and TransSystems Corporation hereinafter called "Consultant", with offices at 2400 Pershing Road, Suite 400, Kansas City, Missouri, 64108.

The Secretary and the Consultant desire to process engineering services payments and supplemental agreements to existing engineering services agreements through electronic data interchange (EDI) to receive the benefits of faster payment and processing of supplemental proposals so as to eliminate duplication of effort and time. In consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. The Consultant agrees to use the Information Network of Kansas (INK), or an EDI provider approved by the Secretary, to send and receive data files between the Secretary and the Consultant.
2. The Consultant agrees to use the Kansas Department of Transportation's Construction Management System (CMS) as the standard for EDI transactions. The Consultant agrees to use the CMS Manual for Design Consultants in processing pay vouchers and change orders. The Consultant acknowledges that supplemental agreements will be submitted as a change order in CMS. The Consultant agrees to use the Secretary's project number and CMS contract number on all EDI transactions and correspondence.
3. The Consultant agrees to have accepted the EDI pay voucher when the Secretary has issued a finalized CMS pay voucher.
4. The Consultant agrees that the acceptance period for a change order is as follows: The acceptance period will be the period of seven (7) working days after the finalized change order has been transmitted to the Consultant in order for the Consultant to review the change order. If the Consultant detects any errors or omissions during this period, the Consultant will make known to the Secretary the same. At the end of the acceptance period, the Consultant is deemed to have accepted the change order. Problems with the CMS change order detected after the end of the acceptance period will be resolved by the Secretary.
5. The Consultant agrees that progress reports are to be submitted electronically on a monthly basis via a program on INK, or on the paper form provided by the Secretary. The Consultant agrees that the progress reports will be transmitted monthly, no later than the 24th of each month, the date established by the Secretary.
6. The Consultant agrees to maintain all data, proposals and all documents needed for pay vouchers and change orders for a period of five (5) years after completion of this Agreement. The Consultant will make available for audit, as requested by the Secretary, any such information, whether in EDI or on paper.
7. The Consultant certifies by signing this EDI Agreement that all requests for payment are for actual work performed based on actual cost.

IN WITNESS WHEREOF, the Consultant has caused this EDI Agreement to be signed by his duly authorized officer on the day and year first above written.

Transystems Corporation  
Consultant

By: Timothy J. Swenson

## 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. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), 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 ensure 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 "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following "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 and 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 natural 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 Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in 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 C.F.R. 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 of the State of Kansas and use such information in complying with this Order.

**Incorporation of Provisions:** The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and 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.

State of Kansas  
 Department of Administration  
 DA-146a (Rev. 1-01)

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 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 State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."