

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 10, 2009 (Baldwin City Library)

6:35 p.m. Meet in Baldwin City

-Convene

-Consider approval of the minutes of May 27, June 1 and June 3, 2009

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approving engineering services agreement for Route 1057 bridge over Wakarusa River, Bridge No. 13.00N-19.00E; Project No. 23 C-4123-01 (Keith Browning)

REGULAR AGENDA

- (2) Joint session with Baldwin City Planning Commission, City Council and Douglas County Commission regarding draft Baldwin Zoning and Planning Regulations

- Work session with Baldwin Planning Commission on draft Zoning and Subdivision Regulations [Baldwin City Council also invited to attend]
- Discussion of Hwy 56 corridor study and interests/concerns of this highway improvement on development of Baldwin City
 - Discussion of sight distance concerns at Lawrence Street (DGCO Rte 11) & US-56 intersection.
- Discussion of county Zoning Regulations for commercial and industrial development as they would be applied within the Urban Growth Area of Baldwin City
- Discussion of the county Subdivision Regulations, administrative procedures for property divisions that apply within the Urban Growth Area of Baldwin City [sections 20-804 Cluster Development and 20-805 Large Parcel Property Division]

- (3) Other Business

- (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) Miscellaneous
- (d) Public Comment

- (4) Adjourn

FRIDAY, JUNE 12, 2009

12:00-2:00 p.m. – Special lunch session with Planning Commission, City Commission and Board of County Commissions during Planning Commission training (City Hall)

MONDAY, JUNE 15, 2009

Consent:

-Consider acquisition of ROW for drainage structure 18.00 N 5.70 E (Michael Kelly)

Regular:

-Consider appeal for vested rights of property (Dale Conrad)

-Consider approval of SP-5-20-09, a site plan for revisions to the Conditional Use Permit for Pine Family Farms operation located at on E 1500 Road, east side of the road, approximately 1/8 mile south of Hwy 24/40. Submitted by Paul Werner Architects for Sue Pine Trustees. (Linda Finger)

-Presentation by Tom Huntzinger, Watershed Coordinator for the upper Wakarusa WRAPS program

-Consider acquisition of two ambulances (Pam Madl)

-Presentation by the County departments (Public Works)

-Discussion of joint funded, with city of Lawrence, sustainability position (Nancy Thellman)

-Presentation by the County departments (Zoning and Codes Office)

-Executive Session for the purpose discussing personnel matters of nonelected personnel. The justification is to protect the privacy of the personnel involved.

-Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

WEDNESDAY, JUNE 17, 2009 (LECOMPTON CITY HALL)

6:35 p.m. -Joint meeting with Lecompton City Council (in Lecompton)

- Trees in the right-of-way at the intersection of Woodson Avenue and 1029
- The ditch just north of the church
- Briefing on Route 438 reconstruction project

MONDAY, JUNE 22, 2009

WEDNESDAY, JUNE 24, 2009

-Consider and conduct a Public Hearing for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Resolution No. 06-30; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; Resolution No. 06-31; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

-Consider the adoption of the Assessment Resolution for the SW Lawrence Sanitary Sewer Main Benefit District 1, 2, 3
 -Consider approval of Z-11-19-08, a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. (PC Item 5; approved 8-0 on 5/18/09) Mary Miller is the Planner.

-Consider approval of CPA-3-2-09, a Comprehensive Plan Amendment for revisions to Horizon 2020 Chapter Four – Growth Management and Chapter 6 – Commercial Land Use to expand the possible locations of conference, recreation, or tourism facility uses in the rural area of Douglas County. Initiated by the Planning Commission on April 20, 2009. Requested by Rockwall Farms, LC. (PC Item 4; approved 6-2 on 5/18/09) Dan Warner is the Planner.

MONDAY, JUNE 29, 2009

WEDNESDAY, JULY 1, 2009

MONDAY, JULY 6, 2009

WEDNESDAY, JULY 8, 2009 (Light Agenda)

MONDAY, JULY 13, 2009

Public Hearing for the annexation of the former Farmland Industries property

WEDNESDAY, JULY 15, 2009

Public Hearing for Farmland Annexation

WEDNESDAY, JULY 29, 2009

-Consider the adopting a Resolution authorizing the Sale of Bonds for the Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, AUGUST 3, 2009

-Consider adoption of Bond Resolution for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, SEPTEMBER 7, 2009

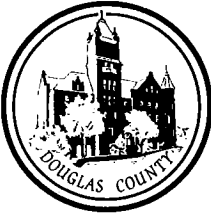
-No Commission Meeting in Observation of Labor Day

MONDAY, SEPTEMBER 21, 2009 (Light Agenda)

WEDNESDAY, NOVEMBER 4, 2009

-Lone Star Weed Discussion

Note: The Douglas County Commission meets regularly on Mondays at 8:10 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.



DOUGLAS COUNTY PUBLIC WORKS

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Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
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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 *KAB*

Date : May 29, 2009

Re : Consider approving engineering services agreement
Route 1057 bridge over Wakarusa River
Bridge No. 13.00N-19.00E
Project No. 23 C-4123-01

The referenced bridge replacement project is in Douglas County's CIP and 5-Year Plan for federally funded projects. KDOT currently has the project scheduled for a January 2012 bid letting. The project was included in the 5-Year Plan as a bridge replacement project.

Our selection committee, including BOCC Chair Nancy Thellman, selected BG Consultants as our top ranked firm for this project. BG Consultants has submitted their cost proposal for engineering services (attached). Their proposed fees are reasonable, and are less than the \$230,000 allocated in the CIP for engineering design services.

BG Consultants suggested we consider rehabilitating this bridge instead of totally replacing the bridge. The existing bridge piers are in good condition and could perhaps be reused. This concept was originally contemplated when the project was first put on the 5-Year Plan, however it was later thought a significantly wider bridge is needed to accommodate a principal arterial connection between US-59 south of Lawrence and K-10 east of Lawrence. This department feels studying possible bridge rehabilitation is a good idea. Bridge rehabilitation would likely include replacing the steel superstructure, concrete bridge deck, and concrete abutments. The study would also investigate widening the bridge, although reusing the existing piers will limit the possible width of the rehabilitated bridge.

BG Consultants' proposed not-to-exceed fees are as follows:

| | |
|---|--------------|
| Study Phase – consider bridge rehabilitation | \$ 17,991.87 |
| Engineering design – bridge rehabilitation | \$ 98,405.34 |
| Engineering design – total bridge replacement | \$179,903.34 |

It is recommended the BOCC approve the proposed engineering services agreement. The Chair should sign two original copies of the agreement.

Action Required: Authorize the BOCC Chair to sign the attached agreement with BG Consultants for engineering services to replace or rehabilitate the Route 1057 bridge over the Wakarusa River, Project No. 23 C-4123-01.

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and BG Consultants, Inc. ("Engineer"), as of the _____ day of _____ 20____ (the "Effective Date").

RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the design of certain road(s) and/or bridge(s) in Douglas County, Kansas, in connection with Douglas County Project No. 23C-4123-01 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the promises contained in this Agreement, County employs Engineer and Engineer agrees to provide professional engineering services as follows:

I. DEFINITIONS

In addition to other terms defined in the body of this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a consistent meaning:

"Additional Services" means any services requested by County which are not covered by Exhibit A.

"Agreement" means this contract and includes change orders issued in writing.

"County Engineer" means the person employed by County with the title of County Engineer, who is licensed to practice engineering in the State of Kansas.

"Engineer" means the company or individual identified in the preamble of this Agreement. Engineer shall employ for the services rendered engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents identified in the Contract for Construction of the Project, including Engineering Documents. All terms defined in the General Conditions of the Contract for Construction shall have the same meaning when used in this Agreement unless otherwise specifically stated, or in the case of a conflict, in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums and correspondence related to the Engineering Services.

"Engineering Services" and "Services" mean the professional services, labor, materials, supplies, testing and other acts or duties required of Engineer under this Agreement, together with Additional Services as County may request and as evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" means the Douglas County project identified above in the Recitals. "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

II. COMPENSATION

Engineer's compensation and related matters are as follows:

A. MAXIMUM TOTAL FEE AND EXPENSE

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed \$ 197,895.21 ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before February 2012. Engineer's fees and expenses shall not exceed the amounts for each phase as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

B. HOURLY RATE

Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule in Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without written approval by County.

C. REIMBURSABLE EXPENSES

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer's actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

D. SALES TAX EXCLUDED

Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be legally imposed, County shall reimburse Engineer for such taxes in addition to the contractual amounts provided. Engineer, however, shall use County's sales tax exemption where applicable, and County need not reimburse Engineer for sales or use taxes Engineer pays in transactions legally exempt from such tax.

E. BILLING

Engineer shall bill County monthly for all its fees and reimbursable expenses. Monthly pay requests must generally be received by the 5th day of the month. The bill submitted by Engineer shall itemize the Services and reimbursable expenses for which payment is requested, and shall be deemed to include a representation by Engineer to County that the Services have proceeded to the point stated in the bill and that amounts requested in the bill are due and owing pursuant to this Agreement. County agrees to pay Engineer within 10 days after approval by the governing body or 30 days after the invoice is received, whichever is later.

F. COUNTY'S RIGHT TO WITHHOLD PAYMENT

In the event County becomes credibly informed that any representations of Engineer provided in its monthly billing are wholly or partially inaccurate, County may withhold payment of disputed sums then, or in the future, otherwise due Engineer until the inaccuracy and the cause thereof is corrected to County's reasonable satisfaction. In the event County questions some element of an invoice, that fact shall be made known to Engineer as soon as reasonably possible. Engineer will assist in resolution of the matter and transmit a revised invoice if necessary. County shall pay the undisputed portion of any invoice as provided in Paragraph E above.

G. PROGRESS REPORTS WITH PAY APPLICATIONS

A written progress report, as set out in Exhibit C (attached hereto and incorporated herein by reference) must be submitted with each monthly bill, indicating the percentage completion of each specific design task and those tasks that will be performed the following month. This report will serve as support for payment to Engineer.

H. CHANGES IN SCOPE

For substantial modifications in authorized Project scope and/or substantial modifications of drawings and/or specifications previously accepted by County, when requested by County and through no fault of Engineer, Engineer shall be compensated for the time required to incorporate such modifications at Engineer's standard hourly rates per Exhibit B. An increase in Total Maximum Fee or contract time, however, must be requested by Engineer and must be approved through a written supplemental agreement prior to performing such Services. Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Engineer's negligence, error, or omission.

I. ADDITIONAL SERVICES

Engineer shall provide services in addition to those described in this Agreement, including Exhibit A, when such services are requested in writing by County. Prior to providing any such Additional Services, Engineer shall submit a proposal outlining the Additional Services and an estimation of total hours and a maximum fee, based upon the Fee Schedule in Exhibit B. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid at actual cost. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records of reimbursable expenses pertaining to Additional Services shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

III. RESPONSIBILITIES OF ENGINEER

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein. Such services shall include the following services during the following Project phases:

A. PRELIMINARY DESIGN PHASE

Engineer shall do the following during the preliminary design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.
2. Preliminary Design Documents: Engineer shall furnish County with 3 copies of the preliminary design documents for review as set out in Exhibit A.
3. Probable Cost: Engineer shall furnish County an opinion of probable Project cost based on Engineer's experience and qualifications. If the probable cost exceeds the amount budgeted for the Project, County may terminate this Agreement at the completion of this phase. If directed by County, Engineer shall modify the drawings and specifications as necessary to achieve compliance with the budgeted construction cost, and be compensated as Additional Services.

B. FINAL DESIGN PHASE

Engineer shall do the following during the final design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.
2. Final Design Documents: Engineer shall furnish County with raster files and hard copies of the final plans in an accepted format as specified in Exhibit A. The raster files, as well as the hard copies, shall contain all required signatures from County and the signature and seal of the design engineer.

3. Contract Documents: County standard Contract Documents shall be used and Engineer shall furnish all details and specifications that are unique for the Project.

C. BIDDING PHASE

Engineer shall do the following during the bidding phase:

1. Services: Engineer shall provide the Services during this phase as described in Exhibit A.
2. Bids Exceeding Cost Estimate: If bids exceed the estimated probable Project cost, County may discuss with Engineer and the lowest responsible bidder ways to reduce the cost, and Engineer shall provide suggestions for reducing the Project costs. This discussion will be accomplished at no additional cost to County.

D. CONSTRUCTION PHASE

Engineer shall do the following during the construction phase:

1. Services: Provide the Services during this phase as described in Exhibit A.
2. Administration: County will provide in-house administration of the construction contract; however, Engineer shall consult with and advise County and act as County's representative when requested. If County requests, Engineer shall provide contract for construction administration and observation services as Additional Services.
3. Contract Interpretation: When requested by County, Engineer shall visit the site and issue necessary interpretations and clarifications of the Contract Documents. Engineer shall provide such services at no additional cost to County.
4. Additional Drawings: If, during construction, situations arise which require additional drawings or details, or revision of the plan drawings or details, Engineer agrees to provide such additional drawings or revisions at no additional cost to County when such changes are required to correct Engineer's errors or omissions in the original design and preparation of construction drawings. If additional drawings or details are required through no fault of Engineer, or are beyond its control, both parties agree to negotiate an equitable payment to Engineer for its services rendered, which shall be accomplished through a supplemental agreement.
5. Shop Drawings: Engineer shall review and take appropriate action on each contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or

procedures of construction, or to safety precautions and programs incident thereto, unless an obvious defect or deficiency exists, in which case Engineer shall advise County of such defect or deficiency so the same can be prevented.

E. GENERAL DUTIES AND RESPONSIBILITIES

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: David Hamby, P.E. ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.
2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.
5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or

approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.

8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

IV. RESPONSIBILITIES OF COUNTY

A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.
3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.
5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.
6. Bond Forms: County shall furnish all bond forms required for the Project.

7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.
8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

V. PROJECT SCHEDULE; TIME IS OF THE ESSENCE

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Time is of the essence and Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

VI. SUSPECION OR TERMINATION OF THE CONTRACT

A. SUSPENSION BY ENGINEER

Engineer may suspend performance of the Services under this Agreement if County consistently fails to fulfill County's material obligations under this Agreement, including County's failure to pay Engineer its fees and costs, within 15 days of Engineer's delivery to County of written notice of such default; provided, however, that Engineer may not suspend performance of Services based upon non-payment of fees or costs that is subject to a bona fide dispute, for which this Agreement authorizes County to withhold payment. Any such suspension shall serve to extend the contract time on a day for day basis.

B. TERMINATION BY ENGINEER

Engineer may terminate this Agreement upon 15 days written notice to County if (i) County suspends performance of the Services for its convenience for a period of 60 consecutive days through no act or fault of Engineer or a subcontractor or their agents or employees or any other persons or entities performing portions of the Engineering Services under direct or indirect contract with Engineer, or (ii) Engineer has suspended the performance of its Services for a period of 60 consecutive days pursuant to Section VI.A. above; and, during said 15 day written notice period, County has failed to cure its default. If Engineer terminates this Agreement, County shall pay Engineer such amounts as if County terminated this Agreement for its convenience pursuant to Section VI.E.

C. TERMINATION BY COUNTY FOR CAUSE

County may terminate this Agreement for cause upon 7 days written notice to Engineer: (i) persistently or repeatedly refuses or fails to supply enough qualified workers or proper materials; (ii) assigns or subcontracts any part of the Engineering Services without County's prior written consent; or (iii) otherwise is guilty of substantial breach of this Agreement; and, during said 7 day written notice period, Engineer fails to cure its default.

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any

other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

D. SUSPENSION BY COUNTY FOR CONVENIENCE

County may, without cause, order Engineer in writing to suspend, delay or interrupt the Engineering Services in whole or in part for such period of time as County may determine.

The Total Maximum Fee and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

E. TERMINATION BY COUNTY FOR CONVENIENCE

County may, at any time, terminate this Agreement for County's convenience and without cause. Upon receipt of written notice from County of such termination for County's convenience, Engineer shall: (i) except for Engineering Services directed to be performed prior to the effective date of termination as stated in the notice, cease operations under this Agreement; and (ii) take actions necessary or that County may direct, for the protection and preservation of the Engineering Services and Engineering Documents.

If County terminates this Agreement for its convenience, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. County shall compensate Engineer for all Services completed prior to receipt of the termination notice or performed pursuant to the termination notice. County need not pay, and Engineer waives, compensation for Engineering Services not actually provided, anticipatory profit or consequential damages.

VII. GENERAL PROVISIONS

A. DISPUTE RESOLUTION

County and Engineer agree that disputes relative to the Project should first be addressed by direct negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute and assuming County has not terminated this Agreement, Engineer shall proceed with the Services in accordance with this Agreement as if no dispute existed.

B. OWNERSHIP OF ENGINEERING DOCUMENTS

Documents, drawings, and specifications prepared by Engineer as part of the Engineering Services shall be a work for hire and become the sole property of County; provided any use other than with respect to the Project shall be at County's sole risk and without liability to the Engineer. In the event County is adjudged to have failed hereunder to pay Engineer for such documents, drawings, and specifications, ownership thereof, and all rights therein,

shall revert to Engineer to the extent not paid; provided, however, that Engineer shall have an unrestricted right to their use.

C. INSURANCE

Engineer shall maintain throughout the term of this Agreement the following insurance coverage:

1. Professional Liability: Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.
2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, contractual liability, and independent contractors.
3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

| | | |
|---------------------------|-----------|-----------------|
| Bodily Injury by Accident | \$100,000 | (each accident) |
| Bodily Injury by Disease | \$500,000 | (policy limit) |
| Bodily Injury by Disease | \$100,000 | (each employee) |
5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
 - a) Cover all subcontractors in its insurance policies; or
 - b) Require each subcontractor not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.
7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:

- a) Is licensed to do business in the State of Kansas;
- b) Carries a Best's Policyholder rating of A or better; and
- c) Carries at least a Class X financial rating.

All general and automobile liability insurance shall be written on an occurrence basis. County shall be shown as an additional insured on all required insurance policies except professional liability, automobile, and worker's compensation. Each required insurance policy shall contain a provision by which County must be given 30 days notice prior to any insurance policy cancellation. Engineer shall provide County with acceptable certificates of such insurance evidencing the required insurance coverage before County issues its Notice to Proceed, at County's reasonable request, from time to time during the term of this Agreement.

D. INDEMNITY

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost and expenses, including attorneys' fees and expenses of litigation, incurred by or on behalf of any of the foregoing arising out of or related to claims, suits and actions of every kind and description, including but not limited to, personal or bodily injury or property damage, which arise from or related to the alleged wrongful acts or alleged negligent acts, errors or omissions of Engineer or its employees, agents or subcontractors. The provisions of this section shall survive the termination of this Agreement.

E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, including the Maximum Fee and contract time and other terms and conditions, may be amended only by a written supplemental agreement signed by County and Engineer, except in the case of an emergency situation, in which case County Engineer may give verbal and facsimile approval to be followed by a written and signed supplemental agreement. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including, but not limited to, Maximum Fee and contract time, is a requirement of any insurance policy held by Engineer as a requirement of this Agreement, the provision of such notice shall be Engineer's responsibility.

F. APPLICABLE LAW

This Agreement shall be governed by, and is to be construed and enforceable in accordance with, the laws of the State of Kansas and the codes and established policies of County.

G. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either party without the written consent of the other party.

H. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

I. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via County)

31 U.S.C. Section 1352 requires all subgrantees, contractors, and engineers who receive federal funds via County to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Engineer shall obtain the necessary forms from County, execute such forms, and return such forms to County. Engineer shall also obtain executed forms from any of its subcontractors who fall within the provisions of the statute and provide such forms to County.

J. COVENANT AGAINST CONTINGENT FEES

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. COMPLIANCE WITH LAWS

Engineer shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete. Engineer shall secure all occupational and professional licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. NOTICES

Any notice or other communication required or permitted by this Agreement shall be made in writing to the address specified below:

Engineer: David Hamby, P.E.
BG Consultants, Inc.
1405 Wakarusa Drive
Lawrence, KS 66049

County: Keith A. Browning, P.E.
Douglas County, Kansas
1242 Massachusetts
Lawrence, KS 66044

Nothing contained in this Section, however, shall be construed to restrict the transmission of routine communications between Engineer and County.

M. TITLES AND SUBHEADINGS

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. NON-DISCRIMINATION

Engineer 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 Engineer 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 County; and (f) if it is determined that Engineer 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 County.

P. WAIVER

A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Q. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of the parties.

R. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to make County a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other.

S. AUTHORITY TO SIGN

The individual signing this Agreement on behalf of Engineer represents that such person is duly authorized by Engineer to execute this Agreement on behalf of Engineer and, in doing so, that Engineer becomes bound by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

ENGINEER:

BC Consultants, Inc.
(Name of Engineering Firm)

By: [Signature]
Engineer's Authorized Signatory

Paul M. Kingsley
Printed Name

V.P.
Title

COUNTY:

DOUGLAS COUNTY, KANSAS by the BOARD OF DOUGLAS COUNTY, KANSAS COMMISSIONERS

By: _____

Printed Name
Title: Chair

ATTEST:

Douglas County, Clerk

Exhibits:

- A. Scope of Services
- B. Fee Schedule
- C. Form of Progress Reports
- D. Project Schedule
- E. CAD Requirements (if referenced in Exhibit A)

STRUCTURE NO. 13.00N-19.00E

EXHIBIT A

SCOPE OF SERVICES

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Engineering design for replacement of the existing bridge (13.00N-19.00E) carrying Route 1057 over the Wakarusa River approximately ½ mile south of K-10 highway. The project is in Douglas County's Five-Year Plan for federally funded projects. The existing bridge is a 3-span (115'-160'-115') continuous steel girder bridge. In addition to the bridge replacement, perform hydraulic analysis to determine the ramifications of raising the Route 1057 profile above the base flood elevation in the future.

II. PRELIMINARY DESIGN PHASE (Field Check)

1. Meet with County staff to determine specific project needs and general project desires. Also, review and receive available information and plans. Project budget will be provided by County staff.
2. Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the Project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of at least eleven (11) PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. All survey data must be provided to the County in digital format allowing insertion into AutoCad environment using standard fieldbook format (PNEZD space delimited).
3. Obtain information from utility companies who have facilities within the Project limits. Utility companies shall be required to locate their facilities within the Project limits. Include utility locations in survey data. Provide preliminary utility coordination. Line and depth are required for all underground utilities.
4. Obtain ownership and easement (O & E) certificates on the properties that abut the Project site. Copies of all ownership maps and recorded plats will be obtained from the Douglas County courthouse.
5. Provide for any geological and geotechnical investigations to determine required bridge foundations and approach roadway pavement in

accordance with Douglas County and/or KDOT requirements. Provide a written report and make recommendations on what is needed for the Project.

6. Prepare a hydrological study and analysis to establish recommendations concerning appropriate waterway opening for the structure, length of the structure, approach roadway profile, and appropriate future profile grades for the roadway crossing the floodplain between the new structure and K-10 highway. While the Project scope is limited to replacing the existing bridge only, the study should consider the likelihood that the Route 1057 profile will be raised in the future. In determining the appropriate waterway opening for the bridge, the study should include a preliminary analysis of all incidental structure sizes, alignments, grades, and associated drainage design items needed in the future to raise the Route 1057 profile above the base flood elevation. Perform watershed analysis and computer flow modeling using HECRAS or other hydraulic software approved by the County and/or KDOT. Provide a written report of the results of this analysis and copies of the computer digital data.
7. Review alternative design concepts with the County prior to progressing to the detailed aspects of the Project. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the Project. County's concurrence in the selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the Consultant.
8. The following will be needed, as a minimum, to develop Field Check plans:
 - a) Prepare the base drawing with the plan portion showing existing topography, contours, utilities, property lines, right-of-way, and a profile of the existing structure and approach roadways. The base drawings shall be later used as full scale base drawings for right-of way and final design plans.
 - b) The plans and construction drawings shall be prepared in conformity with the state and federal design criteria appropriate for the Project, in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
 - c) The Field Check plans shall include the proposed additional easement and right-of-way limits, property lines and ownerships, section lines,

township and ranges, any U.S. Surveys, a general outline of the construction staging, and other critical design items.

9. The Consultant shall be responsible for verification, furnishing, and recording of any legal land corners necessary for legal descriptions used in deed writing. The Consultant shall tie the approved centerline to established land corners. .
10. Prepare Field Check estimate of probable construction cost for the Project.
11. Prepare two full-size sets of Field Check plans for County and KDOT review. These documents shall include preliminary right-of-way, necessary easement acquisitions, drainage area map, and drainage design data. If Project is over budget, a determination of alternates is required. Contract may be terminated if additional funds are not available or project modifications cannot be made.
12. Accompany County officials to a Field Check meeting with KDOT.

III. FINAL DESIGN PHASE (Office Check)

1. Attend up to three (3) Board of County Commissioners or public meetings to discuss the proposed improvements and their impact on the adjacent properties.
2. Prepare a right-of-way strip map and furnish the County with the original and two copies of the strip map as well as digital files in pdf format. Also, furnish the County with 11" x 17" plats and boundary descriptions of each property required for easement acquisition. Boundary descriptions shall be sealed by the land surveyor in responsible charge. The Consultant agrees to complete these easement descriptions and drawings by eight (8) months prior to bid opening. The Consultant shall be responsible for making reasonable revisions to the right-of-way and construction plans resulting from negotiations with the property owners.
3. Prepare all applications, exhibits, drawings, and specifications necessary to obtain all required permits. Applications should be prepared for the County's execution and submittal. Assist the County in obtaining permit approvals by furnishing additional information about the Project design. Provide, in the specifications, a list of the permits which must be obtained by the construction contractor.
4. The Consultant shall be responsible for preparing the required applications and obtaining approved permits for the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, U.S. Army Corps of Engineers 404 Permit, and/or the Kansas Department of Agriculture, Division of Water Resources permits.

5. Prepare final construction documents for improvements, incorporating all Field Check comments from the County and KDOT. Submit final plans to the County and KDOT for final review.
6. The design plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. The traffic control plan requires submittal to the County for review and approval prior to inclusion in the final design plans.
7. Prepare detailed stormwater pollution prevention plans (SWP3) as required by the State for inclusion in the final construction plans.
8. The Consultant shall prepare computations for all design plan quantities and bid items.
9. The Consultant shall provide copies of design calculations and/or any supporting documentation as requested by Douglas County and/or KDOT.
10. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets.
11. The Consultant shall design the plans in conformance with KDOT specifications. Provide any required special provisions to the KDOT construction specifications as needed for construction items on the plans.
12. As a minimum, the final design plans shall include the following:
 - a) Title Sheet
 - b) Typical Sections
 - c) Plan Sheets
 - d) Profile Sheets
 - e) Traffic Control Plan Sheets
 - f) Stormwater Pollution Prevention Plan
 - g) Drainage Area Map,
 - h) Hydrologic and hydraulic data for drainage systems
 - i) Permanent Signing Quantity Sheets
 - j) KDOT Standard Detail Sheets
 - k) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
 - l) Miscellaneous Detail Sheets, non-standard details
 - m) Summary of Quantities listed as bid items.

Additional plans and information may be required to complete the Final Plans.

13. Provide all utility companies a set of final plans for their use. Meet with each utility company to discuss the relocation of their facilities and the time schedule.

14. Provide estimate of probable construction cost based upon the final plans.
15. Accompany County officials to any plan review meeting(s) with KDOT, if requested by the County or KDOT. Prepare revised design plans as requested by the County or KDOT, made necessary by Field Check and/or Office Check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project.
16. AutoCad Plot Files, AutoCad .dwf files, .tif files, or .pdf files are to be supplied in addition to original mylars. Two (2) hard copies of the final plans, printed on 24" x 36" bond paper, shall also be delivered to the County.

IV. BIDDING PHASE

1. Answer all questions from contractors regarding the final plans. If necessary, issue any requested addenda.
2. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

V. CONSTRUCTION PHASE (to be negotiated at a later date)

1. Attend a preconstruction conference with the County, KDOT, and the contractor, once the Project has been awarded.
2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.
3. Review and comment, or approve, contractor's shop drawings and samples and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents.
4. A separate agreement for construction inspection will be executed at a later date, if desired by the County.
5. Following construction, inspect the bridge, prepare the initial report on the bridge's condition, and enter inspection data into KDOT's bridge inspection web portal. Also, provide the County with inventory and operating ratings for the five standard truck configurations.

GENERAL

1. Prepare the design plans for the Project for such parts or sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule as issued by KDOT. Further the

Consultant agrees to complete all design plan development stages no later than the due dates on the Project's current official schedule as issued by KDOT, exclusive of delays beyond the Consultant's control. Provide schedule for completion Field Check plans, Office Check plans, right-of-way plans, and final plans, in conformance with the KDOT bid date.

2. Provide written monthly progress reports as detailed in Exhibit C.
3. Consultant must notify the County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
4. Written notes from any meetings with state, federal, or other agencies will be provided to the County by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
5. All documents must be provided in the current version of Microsoft Word, as designated by the County at the time of execution of this contract.
6. All drawings must be prepared in accordance with KDOT standards and requirements. Also final plans, field notes, and other pertinent Project mapping records are to be provided to the County in digital format, as detailed in Exhibit D.

EXHIBIT A
SCOPE OF SERVICES
STRUCTURE NO. 13.00N-19.00E
ADDITIONAL SERVICES

Ia. ENGINEERING STUDY – BRIDGE REHABILITATION

A report will be prepared to examine the option of rehabilitating the existing bridge. This report will provide a summary of the results of the structural analysis that will be performed on the existing superstructure and the expected live load capacity, cost estimate, life expectancy and sufficiency rating for each option. The options that will be studied include but are not limited to: making the bridge deck composite with the steel girders, using light weight concrete, using a thinner deck with a polymer concrete overlay for a wearing surface and making the existing deck wider. Also, in this report the substructure will be evaluated to ensure that the rehabilitation efforts will not apply additional loads that exceed its allowable bearing capacity.

Exhibit B
 Bridge Replacement on Route 1057 over the Wakarusa River

Study Phase

1. Direct Payroll
 - A. Engineering Study - Bridge Rehabilitation

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------|---------------------------|-----------------|
| Principal | 28 | \$ 55.00 | \$ 1,540.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 36 | \$ 44.00 | \$ 1,584.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 48 | \$ 33.33 | \$ 1,599.84 |
| Design Engineer | 30 | \$ 31.67 | \$ 950.10 |
| Senior Project Surveyor | 0 | \$ 50.00 | \$ - |
| Survey Crew (3-man) | 0 | \$ 51.67 | \$ - |
| CAD Operator | 8 | \$ 30.00 | \$ 240.00 |
| Clerical | 5 | \$ 16.67 | <u>\$ 83.35</u> |
| | | Subtotal Direct Payroll = | \$ 5,997.29 |

2. General Overhead

| | | | | |
|----------------------|-----------------------------|---|-----|---------------------|
| Direct Payroll * 2.0 | \$ 5,997.29 | * | 2.0 | <u>\$ 11,994.58</u> |
| | Subtotal General Overhead = | | | \$ 11,994.58 |

3. Direct Expenses

Subtotal Direct Expenses = \$ -

Total = \$ 17,991.87

Note: The hourly rates shown above are subject to a small annual adjustment due to salary adjustments.

Exhibit B
 Bridge Replacement on Route 1057 over the Wakarusa River

Option 1 - Bridge Rehabilitation

1. Direct Payroll
 - A. Design Phase -Field Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------|--------------------|---|
| Principal | 28 | \$ 55.00 | \$ 1,540.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 32 | \$ 44.00 | \$ 1,408.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 42 | \$ 33.33 | \$ 1,399.86 |
| Design Engineer | 60 | \$ 31.67 | \$ 1,900.20 |
| Senior Project Surveyor | 24 | \$ 50.00 | \$ 1,200.00 |
| Survey Crew (3-man) | 80 | \$ 51.67 | \$ 4,133.60 |
| CAD Operator | 90 | \$ 30.00 | \$ 2,700.00 |
| Clerical | 0 | \$ 16.67 | \$ - |
| | | | Subtotal Field Check Plans = \$ 14,281.66 |

- B. Design Phase - Office Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------|--------------------|--|
| Principal | 54 | \$ 55.00 | \$ 2,970.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 64 | \$ 44.00 | \$ 2,816.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 72 | \$ 33.33 | \$ 2,399.76 |
| Design Engineer | 96 | \$ 31.67 | \$ 3,040.32 |
| Senior Project Surveyor | 12 | \$ 50.00 | \$ 600.00 |
| Survey Crew (3-man) | 0 | \$ 51.67 | \$ - |
| CAD Operator | 76 | \$ 30.00 | \$ 2,280.00 |
| Clerical | 12 | \$ 16.67 | \$ 200.04 |
| | | | Subtotal Office Check Plans = \$ 14,306.12 |

- C. Design Phase - Final Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------|--------------------|--------------|
| Principal | 8 | \$ 55.00 | \$ 440.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 12 | \$ 44.00 | \$ 528.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 24 | \$ 33.33 | \$ 799.92 |
| Design Engineer | 16 | \$ 31.67 | \$ 506.72 |
| Senior Project Surveyor | 0 | \$ 50.00 | \$ - |

| | | | | | |
|------------------------------|----|----|-------|----|---------------|
| Survey Crew (3-man) | 0 | \$ | 51.67 | \$ | - |
| CAD Operator | 24 | \$ | 30.00 | \$ | 720.00 |
| Clerical | 8 | \$ | 16.67 | \$ | <u>133.36</u> |
| Subtotal Final Check Plans = | | | | \$ | 3,128.00 |

D. Bidding Phase

| <u>Position</u> | <u>Estimated Hours</u> | | <u>Hourly Rate</u> | | <u>Total</u> |
|---------------------------|------------------------|----|--------------------|----|--------------|
| Principal | 2 | \$ | 55.00 | \$ | 110.00 |
| Associate | 0 | \$ | 50.00 | \$ | - |
| Project Engineer III | 4 | \$ | 44.00 | \$ | 176.00 |
| Project Engineer II | 0 | \$ | 40.00 | \$ | - |
| Project Engineer I | 0 | \$ | 33.33 | \$ | - |
| Design Engineer | 0 | \$ | 31.67 | \$ | - |
| Senior Project Surveyor | 0 | \$ | 50.00 | \$ | - |
| Survey Crew (3-man) | 0 | \$ | 51.67 | \$ | - |
| CAD Operator | 0 | \$ | 30.00 | \$ | - |
| Clerical | 0 | \$ | 16.67 | \$ | <u>-</u> |
| Subtotal Bidding Phase = | | | | \$ | 286.00 |
| Subtotal Direct Payroll = | | | | \$ | 32,001.78 |

2. General Overhead

| | | | | | |
|-----------------------------|--------------|---|-----|----|------------------|
| Direct Payroll * 2.0 | \$ 32,001.78 | * | 2.0 | \$ | <u>64,003.56</u> |
| Subtotal General Overhead = | | | | \$ | 64,003.56 |

3. Direct Expenses

| | | | | | |
|----------------------------|---|---|-----------|----|-----------------|
| O & E Certificates | 8 | @ | \$ 300.00 | \$ | <u>2,400.00</u> |
| Subtotal Direct Expenses = | | | | \$ | 2,400.00 |

Total = \$ 98,405.34

Note: The hourly rates shown above are subject to a small annual adjustment due to salary adjustments.

Exhibit B
 Bridge Replacement on Route 1057 over the Wakarusa River

Option 2 - Bridge Replacement

1. Direct Payroll
 - A. Design Phase -Field Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------------|--------------------|--------------|
| Principal | 60 | \$ 55.00 | \$ 3,300.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 88 | \$ 44.00 | \$ 3,872.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 96 | \$ 33.33 | \$ 3,199.68 |
| Design Engineer | 124 | \$ 31.67 | \$ 3,927.08 |
| Senior Project Surveyor | 32 | \$ 50.00 | \$ 1,600.00 |
| Survey Crew (3-man) | 100 | \$ 51.67 | \$ 5,167.00 |
| CAD Operator | 120 | \$ 30.00 | \$ 3,600.00 |
| Clerical | 0 | \$ 16.67 | \$ - |
| | Subtotal Field Check Plans = | | \$ 24,665.76 |

- B. Design Phase - Office Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|-------------------------------|--------------------|--------------|
| Principal | 80 | \$ 55.00 | \$ 4,400.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 120 | \$ 44.00 | \$ 5,280.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 154 | \$ 33.33 | \$ 5,132.82 |
| Design Engineer | 132 | \$ 31.67 | \$ 4,180.44 |
| Senior Project Surveyor | 12 | \$ 50.00 | \$ 600.00 |
| Survey Crew (3-man) | 0 | \$ 51.67 | \$ - |
| CAD Operator | 164 | \$ 30.00 | \$ 4,920.00 |
| Clerical | 12 | \$ 16.67 | \$ 200.04 |
| | Subtotal Office Check Plans = | | \$ 24,713.30 |

- C. Design Phase - Final Check Plans

| <u>Position</u> | <u>Estimated Hours</u> | <u>Hourly Rate</u> | <u>Total</u> |
|-------------------------|------------------------|--------------------|--------------|
| Principal | 12 | \$ 55.00 | \$ 660.00 |
| Associate | 0 | \$ 50.00 | \$ - |
| Project Engineer III | 24 | \$ 44.00 | \$ 1,056.00 |
| Project Engineer II | 0 | \$ 40.00 | \$ - |
| Project Engineer I | 32 | \$ 33.33 | \$ 1,066.56 |
| Design Engineer | 40 | \$ 31.67 | \$ 1,266.80 |
| Senior Project Surveyor | 0 | \$ 50.00 | \$ - |

| | | | | | |
|------------------------------|----|----|-------|----|---------------|
| Survey Crew (3-man) | 0 | \$ | 51.67 | \$ | - |
| CAD Operator | 44 | \$ | 30.00 | \$ | 1,320.00 |
| Clerical | 8 | \$ | 16.67 | \$ | <u>133.36</u> |
| Subtotal Final Check Plans = | | | | \$ | 5,502.72 |

D. Bidding Phase

| <u>Position</u> | <u>Estimated Hours</u> | | <u>Hourly Rate</u> | | <u>Total</u> |
|-------------------------|------------------------|----|--------------------|----|--------------|
| Principal | 2 | \$ | 55.00 | \$ | 110.00 |
| Associate | 0 | \$ | 50.00 | \$ | - |
| Project Engineer III | 4 | \$ | 44.00 | \$ | 176.00 |
| Project Engineer II | 0 | \$ | 40.00 | \$ | - |
| Project Engineer I | 0 | \$ | 33.33 | \$ | - |
| Design Engineer | 0 | \$ | 31.67 | \$ | - |
| Senior Project Surveyor | 0 | \$ | 50.00 | \$ | - |
| Survey Crew (3-man) | 0 | \$ | 51.67 | \$ | - |
| CAD Operator | 0 | \$ | 30.00 | \$ | - |
| Clerical | 0 | \$ | 16.67 | \$ | <u>-</u> |

Subtotal Bidding Phase = \$ 286.00

Subtotal Direct Payroll = \$ 55,167.78

2. General Overhead

Direct Payroll * 2.0 \$ 55,167.78 * 2.0 \$ 110,335.56

Subtotal General Overhead = \$ 110,335.56

3. Direct Expenses

Geology L.S. @ \$ 12,000.00 \$ 12,000.00
O & E Certificates 8 @ \$ 300.00 \$ 2,400.00

Subtotal Direct Expenses = \$ 14,400.00

Total = \$ 179,903.34

Note: The hourly rates shown above are subject to a small annual adjustment due to salary adjustments.

**EXHIBIT C
PROGRESS REPORTS**

Progress reports shall include the following:

1. Status of design: List each principal task and the percentage complete.
2. Status of right-of-way or easement descriptions: Describe the status of legal descriptions for property to be acquired for the Project.
3. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
4. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.
5. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the plans or which may create a problem during construction.

**EXHIBIT D
PROJECT SCHEDULE**

Field Check Plans and Estimate to KDOT and Douglas County – February 15, 2010

Office Check Plans and Estimate to KDOT and Douglas County – January 31, 2011

Final Plans and Estimate to KDOT and Douglas County – June 2, 2011

Approved Final Plans to KDOT and Douglas County – August 19, 2011

Bid Letting by KDOT – January 2012

EXHIBIT E
CAD REQUIREMENTS
(If referenced in Exhibit A)

1. Project drawings shall be developed by Engineer through the use of a Computer-Aided Drafting (CAD) System and made available to County on digital media (see #3 below). However, due to the potential that the information set forth on the digital media can be modified by County, unintentionally or otherwise, Engineer shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each digital display. For documentation purposes, two sets of an original digital media and two (11" x 17" size or larger) duplicate mylar sets will be prepared. One set will be given to County and one set will be retained by Engineer.
2. Software requirement: AutoCAD (Version 2008 preferred) DWG or DWF(?) file format. ***NOTE: A LAYER LIST FOR EACH PROJECT SHALL ACCOMPANY THE DIGITAL MEDIA.**
3. Acceptable Digital Media: Compact Disk or DVD. *Note: Media will be returned to Engineer.
4. Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).
5. Ensure that all objects are on their proper layers.