

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MAY 19, 2010

4:45 p.m. Convene

-Consider approval of the minutes of April 9 and April 14, 2010

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of application for an authorized emergency vehicle permit for Jonathan Albert Morris (Sheriff's Office);
- (c) Consider approval of resolution authorizing condemnation action easement acquisition for culvert replacement Project No. 06.57-19.50 (Keith Browning); and
- (d) Consider approval of agreement for engineering services to replace Bridge No. 12.65N-23.87E carrying E 2400 Road over Coleman Creek (Keith Browning)

REGULAR AGENDA

- (2) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (3) Adjourn

WEDNESDAY, MAY 26, 2010

-Consider approval of a Cereal Malt Beverage License for Clinton Marina Parking Lot Special Event for June 19, 2010 held at 1329 E 800 Rd (Clerk's Office)

WEDNESDAY, JUNE 2, 2010

-4:00 p.m. Lawrence Wastewater Master Plan boundaries and growth assumptions presentation (Scott McCullough/ Mike Lawless)

WEDNESDAY, JUNE 9, 2010

WEDNESDAY, JUNE 16, 2010

4:00 p.m.-Proclamation declaring June 14-19 as "Dad's Days" (Anna Jenny)

WEDNESDAY, JUNE 23, 2010

WEDNESDAY, JUNE 30, 2010

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items 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
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: Jonathan Albert Morris
 Street Address: 1111 George Court Apt #4 Phone # (785) 217-7709
 City: Lawrence State: KS Zip Code: 66044 County: Douglas
 Make of Vehicle: Dodge Year of Vehicle: 1985
 Style of Vehicle: Pickup/Flatbed License Tag #: 7641
 VIN #: 1B7GD14T4F5502343 Driver's License #: K01-61-2102
 Vehicle Insurance Company Name: Shelter Insurance Policy #: 15-1-6122937-4
 **Attach copy of insurance card.

Agency: LeCompton FIRE/EMS
 Agency Address: P.O. Box 154, LeCompton, KS 66050
 Agency Head Signature: J. Wayne Riley

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".

Jonathan Albert Morris
 Signature of Applicant
Kenneth M. McGovern
 Kenneth M. McGovern, Sheriff

4-29-10 Date
5/6/18 Date Permit #

Authorization granted by County Commission on this _____ day of _____, 200__.

MEMORANDUM

To : Board of County Commissioners

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

Date : May 13, 2010

Re : Consent Agenda approval of resolution authorizing condemnation action
Easement acquisition for culvert replacement Project No. 06.57-19.50

The referenced culvert is on E 1950 Road approximately 0.57 miles north of N 600 Road. The structure is on our culvert replacement list, and is included in the CIP with construction scheduled for 2009. The existing culvert is a one-lane, 14'-span timber culvert posted for a 4-ton maximum load limit. The proposed replacement structure is a 14.5'-span, steel structure with a 26'-wide roadway designed to carry legal loads.

In order to construct the project, additional permanent roadway easement (right-of-way) is needed on each side of E 1950 Road. The necessary 0.049 acres of permanent easement and approximately 0.01 acres of temporary easement on the west side of the road have been acquired. We need to acquire approximately 0.053 acres of permanent easement on the east side of the road, as well. The property owner on the east side recently notified the county counselor he rejects our latest compensation offer. It is our opinion our latest offer overvalues the property to be acquired. In his letter, the property owner stated he requires compensation that amounts to 367% of our latest offer.

The county counselor prepared the attached resolution. The resolution authorizes and directs the county counselor to file a petition with the District Court for condemnation and appropriation of the necessary real estate for the referenced culvert replacement project.

Action Required: Consent Agenda approval of a resolution authorizing and directing the county counselor to file a petition with the District Court for condemnation and appropriation of real estate necessary for construction of culvert replacement Project No. 06.57-19.50.

RESOLUTION NO. 10-_____

A RESOLUTION OF THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS ORDERING THE CONDEMNATION AND APPROPRIATION OF CERTAIN INTERESTS IN REAL ESTATE IN DOUGLAS COUNTY, KANSAS FOR USE IN INSTALLING AND MAINTAINING A DRAINAGE STRUCTURE ON DOUGLAS COUNTY PERMANENT ROAD NO. 642 (E. 1950 ROAD), KNOWN AS E. 1950 ROAD – PROJECT NO. 0657-1950.

WHEREAS, the Board of County Commissioners of Douglas County, Kansas (hereinafter the “Board”) has heretofore found it necessary to appropriate for public use and purposes certain private property in Douglas County, Kansas necessary for installing and maintaining a drainage structure on Douglas County Permanent Road No. 642 (E. 1950 Road) approximately 0.57 miles North of N. 600 Road, known as Project No. 0657-1950 and Drainage Structure No. 06.57N.19.50E (hereinafter the “Project”).

WHEREAS, the Board has heretofore authorized and ordered a survey to be made of such land by a competent surveyor and said survey has been completed.

WHEREAS, the Department of Public Works has been unable to purchase certain right-of-way necessary for the Project and the Board has determined it necessary and in the public interest and appropriate to use its powers of eminent domain for purposes of acquiring such property interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Douglas County, Kansas, meeting in public session this 19th day of May 2010, as follows:

Section 1. The Board finds and declares the necessity of appropriating interests in real estate for public use and public purpose by acquiring a permanent easement and perpetual right of way to establish, lay out, open, construct, operate, maintain, improve and drain a public road, with all incidental equipment and installations necessary therefore, including but not limited to constructing, reconstructing, and maintaining a drainage structure, including approach roadway, on Douglas County Permanent Road No. 642 (E. 1950 Road) approximately 0.57 miles North of N. 600 Road, known as E. 1950 Road – Project No. 0657-1950.

Section 2. The lands and interests required to be taken for such public purpose, for which the Department of Public Works has been unable to purchase through agreement, are described as follows:

A PERMANENT EASEMENT AND PERPETUAL RIGHT-OF-WAY to establish, lay out, open, construct, operate, maintain, improve and drain a public road, with all incidental equipment and installations necessary therefore, including but not limited to constructing, reconstructing, and maintaining a drainage structure, including approach roadway, in, over, under, upon and across the following tracts of real estate situated in Douglas County, Kansas:

That portion of the Northeast Quarter (NE ¼) of Section 13, Township 14 South, Range 20 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

commencing at the southwest corner of said Northeast Quarter (NE ¼), thence North on an assumed bearing of North 0 degrees 0 minutes 0 seconds East along the west line of said Northeast Quarter (NE ¼) a distance of 634.40 feet to the point of beginning of the land to be described, thence North 90 degrees 0 minutes 0 seconds East a distance of 40.00 feet,

thence North 26 degrees 33 minutes 54 seconds East a distance of 55.90 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 35.00 feet, thence North 21 degrees 2 minutes 15 seconds West a distance of 69.64 feet, thence North 90 degrees 0 minutes 0 seconds West a distance of 40.00 feet to the west line of said Northeast Quarter (NE ¼), thence South 0 degrees 0 minutes 0 seconds West along the west line of said Northeast Quarter (NE ¼) a distance of 150.00 feet to the point of beginning; less existing highway.

Section 3. The interest in said real estate and interest described in Section 2 hereof are hereby ordered condemned for the purposes and use set forth in Section 1.

Section 4. Attorneys for Douglas County, Kansas are authorized and directed to file a verified petition in the District Court of Douglas County, Kansas, for condemnation and appropriation of real estate and interests described in Section 2 pursuant to the Eminent Domain Procedure Act, Article 5 of Chapter 26 of Kansas Statutes Annotated, as amended, and to do all things necessary for the condemnation and acquisition of said real estate, and interest therein.

Section 5. This Resolution shall take effect and be in full force from and after its adoption by the Board of Douglas County Commissioners.

IN WITNESS WHEREOF, this Resolution is adopted this 19th day of May 2010.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : May 14, 2010

Re : Consider approval of design engineering services agreement
Project No. 2010-8
Bridge No. 12.65N-23.87E

The referenced bridge replacement project is in Douglas County's CIP with construction scheduled for 2010. The project entails replacing the existing bridge carrying E 2400 Road over Coleman Creek. The existing bridge is a 25'-span, reinforced concrete deck girder bridge. The bridge is situated immediately upstream of the confluence of Coleman Creek with Captain Creek. It is approximately 0.35 miles south of N 1300 Road and 0.13 miles west of the Douglas/Johnson County line. The bridge was constructed in 1930. The bridge deck is in poor condition, the superstructure is in fair condition, and the bridge is posted for a 15-ton maximum load.

Our selection committee selected Bucher Willis & Ratliff Corporation (BWR) as the top ranked firm for this project. BWR is located in Kansas City, MO. BWR's negotiated cost proposal for engineering services is included in the attached agreement. Assuming a reinforced concrete box or similar bridge can be used at this location, their cost proposal has a not-to-exceed cost of \$56,004.72. If a prestressed beam or similar span structure is designed for this location, the not-to-exceed cost is \$75,859.94. The Scope of Services includes preliminary study to determine the optimum structure for this location. At this location, a span structure may result in reduced construction costs. The not-to-exceed fees include survey work provided by Landplan Engineering, a Lawrence firm, and geotechnical study provided by Terracon.

The CIP includes \$218,300 for this project, which we now believe to be an underestimate. We currently estimate the total project cost to be approximately \$340,000.

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 (two original copies) with Bucher Willis & Ratliff Corporation for engineering services to replace Bridge No. 12.65N-23.87E carrying E 2400 Road over Coleman Creek.

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Bucher, Willis & Ratliff Corporation ("Engineer"), as of the 12th day of May 20 12 (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. 12652387 (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 \$ 56,004.72 ("Total Maximum Fee"), assuming a reinforced concrete box or similar structure (Option A) is utilized. If an inverted-T or similar type span structure (Option B) is utilized, the Total Maximum Fee shall not exceed \$ 75,859.94. 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 January 15, 2011. 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 material 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: Steve Hileman, 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. SUSPENSION 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, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses of litigation, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. 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: Steve Hileman P.E.
BWR
903 E. 104th St. Ste 900
Kansas City, MO 64131

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:

Bucher, Willis & Ratliff Corporation
(Name of Engineering Firm)

By *Steve Hileman*
Engineer's Authorized Signatory

Steve Hileman
Printed Name

Executive Vice President
Title

COUNTY:

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

By: _____

Nancy Thellman
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

STRUCTURE NO. 12.65N-23.87E
EXHIBIT A
SCOPE OF SERVICES

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Engineering design for replacement of an existing bridge (12.65N-23.87E) carrying E 2400 Rd over Coleman Creek. This project is in Douglas County's Capital Improvement Plan and is scheduled for construction in 2010. The existing bridge is a 25-foot span concrete deck girder bridge with a drainage area of approximately 2072 acres.

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) 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 County in digital format allowing insertion into AutoCad environment using standard fieldbook format (PNEZD space delimited). Locate and/or set four (4) found section corners in Section 15, T13S, R21E: SW corner, NE1/4, NE1/4; SW corner, SE1/4, NE1/4; SE corner, NE1/4; NE corner, SE1/4, NE1/4 to verify the plat ordered by Dan Hoover and surveyed by Dennis Handke in 2005. In lieu of surveying valley sections near bridge, use data obtained from Douglas County LIDAR mapping and data from Johnson County Captain Creek study to perform hydraulic study of project. Limit topographical survey to 250 feet north and south of existing structure, and 125 feet southwest and 100 feet northeast of existing centerline of roadway. Roadway topography will be obtained at 100 foot intervals, for a total of seven (7) cross sections. For project vertical control, set datum benchmark using GPS elevation.
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. Horizontal location is required for all utilities.
4. Douglas County shall provide ownership and easement information on the properties that abut the Project site.
5. Provide for any geological and geotechnical investigations (minimum 2 borings, 5' core into rock) to determine required bridge foundations 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 drainage structure, length of the structure, and roadway profile. If appropriate, perform watershed analysis and computer flow modeling using HECRAS or other hydraulic software approved by the County. Provide a written report of the results of this analysis and copies of any computer digital data.
7. Review alternative design concepts with the County prior to progressing to the detail 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 Engineer.
8. Prepare Field Check plans in sufficient detail for County to review. These documents shall include preliminary right-of-way, necessary easement acquisitions, drainage area map, and drainage design data.
9. The following will be needed, as a minimum, to develop Field Check plans:
 - a) Prepare the base drawing with a plan portion showing existing topography, contours, utilities, property lines, right-of-way, and profile of the existing structure and approach roadway. The base drawings shall later be used as full scale base drawings for right-of way and final design plans.
 - b) The Field Check plans 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 (FHWA) pertaining thereto.
 - c) The Field Check plans shall include the proposed additional easement and right-of-way limits, property lines and ownerships, section lines, townships and ranges, any U.S. Surveys, city limits, a general outline of the construction staging, and other critical design items.
10. The Consultant shall be responsible for verification, furnishing, and recording of any legal land corners necessary for legal descriptions used in easement documents. If necessary, the Consultant shall tie the approved centerline or corner to established land corners.
11. Prepare Field Check estimate of probable construction cost for the Project.
12. Prepare two full size set of Field Check plans for County review. Allow two weeks for County review. If Project is over budget, a determination of alternates

will be required. Contract may be terminated if additional funds are not available or project modifications cannot be made.

13. Once Field Check plans have been reviewed by County staff, the Consultant shall arrange a Field Check meeting with County staff to discuss all review comments.

III. FINAL DESIGN PHASE (Office Check)

1. Attend zero (0) Board of County Commissioners meeting or public meeting to discuss the proposed improvements and their impact on the adjacent properties.
2. Prepare a right-of-way strip map and furnish County with the original and two copies of the strip map as well as digital files in pdf format. The Consultant shall be responsible for making 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 including 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. 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. The County will submit and pay for all permits. If necessary, provide for inclusion in the specifications, a list of the permits which must be obtained by the construction contractor.
4. The Office Check plans shall include a detailed traffic control plan closing the road to all traffic during construction conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. No signed detour will be provided.
5. The Office Check plans shall include detailed stormwater pollution prevention plans (SWP3) as required by the State.
6. The Consultant shall prepare computations for all Office Check plan quantities and bid items. If requested by Douglas County, the Consultant shall provide copies of design calculations and/or supporting documentation.
7. The Consultant shall design the plans in conformance with KDOT specifications. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets or detail sheets provided by the supplier.
8. Prepare Office Check plans, incorporating all Field Check comments from County staff.
9. As a minimum, the Office Check plans shall include the following:

- a) Title Sheet
- b) Typical Sections
- c) Plan Sheets
- d) Profile Sheets
- e) Bridge Detail Sheets
- f) Intersection Detail Sheets, including curb return profiles
- g) Traffic Control Plan Sheets
- h) Stormwater Pollution Prevention Plan
- i) Drainage Area Map
- j) Hydrologic and hydraulic data for drainage systems
- k) KDOT Standard Detail Sheets
- l) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
- m) Miscellaneous Detail Sheets, non-standard details
- n) Summary of Quantities listed as bid items

Additional plans and information may be required to complete Office Check plans.

- 10. Provide all utility companies a set of Office Check plans for their use. Meet with each utility company to discuss the relocation of their facilities and the time schedule.
- 11. Prepare Office Check estimate of probable construction cost for the Project.
- 12. Submit Office Check plans to County for review. Allow two weeks for County review.
- 13. Provide any required Special Provisions to the KDOT construction specifications as needed for construction items on the plans. The County will prepare the Project Specifications including front end documents and the KDOT construction specifications.
- 14. After all comments from the County are made on the plans, submit final signed and sealed plans to the County for County signature, including all Special Provisions.
- 14. AutoCad .dwf files or .pdf files are to be supplied in lieu of original mytars. Two (2) hard copies of the final signed and sealed plans, printed on 24" x 36" bond paper shall also be delivered to the County.
- 15. At any time prior to completion and final acceptance of the construction contract for this Project, the Consultant shall be responsible for correcting all errors and omissions due to the negligence of the Consultant and submitting revised final plans to the County.

IV. BIDDING PHASE

- 1. Answer 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

1. If requested by the County, attend a pre-construction meeting with the County and the contractor once the Project has been awarded to explain any extraordinary conditions or designs and to answer questions regarding the plans.
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, each contractor's shop drawings and samples, 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, if any new structures are bridge length (>20' span), inspect the new structure, prepare the initial SIA report on the structure'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.

VI. GENERAL

1. Prepare the design plans for the Project for such parts and sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule. Further, Consultant agrees to complete all design plan development stages no later than the due dates on the Project's current official schedule (Exhibit D), exclusive of delays beyond the Consultant's control.
2. Provide written monthly progress reports as detailed in Exhibit C.
3. The Consultant must notify 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 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 on 24"x36" sheets in general conformance with KDOT standards. Also, final plans, field notes, and other pertinent Project mapping records are to be provided to County on digital format, as detailed in Exhibit E.

EXHIBIT B
FEE SCHEDULE
 (Option A, Reinforced Concrete Box Culvert)

I. Direct Payroll			
A. Preliminary Design Phase			
Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	3.5	192.50
Project Manager	41.00	28	1148.00
Senior Structural Engr.	47.00	27	1269.00
Structural Engineer II	41.00	5	205.00
Structural Engineer I	34.00	19	646.00
Senior Technician	35.50	56	1988.00
Technician	23.50	48	1128.00
Clerical	21.00	2	42.00
Subtotal A			\$ 6,618.50
B. Final Design Phase			
Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	1	55.00
Project Manager	41.00	25	1025.00
Senior Structural Engr.	47.00	23	1081.00
Structural Engineer II	41.00	23	943.00
Structural Engineer I	34.00	37	1258.00
Senior Technician	35.50	35	1242.50
Technician	23.50	73.5	1727.25
Clerical	21.00	1	21.00
Subtotal B			\$ 7,352.75
C. Bidding Phase			
Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	0	0.00
Project Manager	41.00	4	164.00
Senior Structural Engr.	47.00	1	47.00
Structural Engineer II	41.00	0	0.00
Structural Engineer I	34.00	0	0.00
Senior Technician	35.50	0	0.00
Technician	23.50	0	0.00
Clerical	21.00	0	0.00
Subtotal C			\$ 211.00
D. Construction Phase			
Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	0	0.00
Project Manager	41.00	9	369.00
Senior Structural Engr.	47.00	1	47.00
Structural Engineer II	41.00	1	41.00
Structural Engineer I	34.00	2.5	85.00
Senior Technician	35.50	0	0.00
Technician	23.50	0	0.00
Clerical	21.00	0	0.00
Subtotal D			\$ 542.00
Subtotal Direct Payroll			\$ 14,724.25

EXHIBIT B
FEE SCHEDULE
 (Option A, Reinforced Concrete Box Culvert)

2.	General Overhead	
	= Subtotal Direct Payroll x 1.9312 (KDOT Overhead Factor)	<u>\$ 28,435.47</u>

3. Direct Expenses (travel, expenses, subcontractor, etc.)				
	Item	Rate	Days, Miles, other	Total
	Miles	0.50	390	195.00
	Survey Subconsultant	7000.00	1	7000.00
	Geotech. Subconsultant	5500.00	1	5500.00
	Delivery Charges	50.00	3	150.00
	Subtotal Direct Expenses			<u>\$ 12,845.00</u>

GRAND TOTAL	
Direct Payroll + General Overhead + Direct Expenses	<u>\$ 56,004.72</u>

EXHIBIT B
FEE SCHEDULE
 (Option B, IT Beam Span Bridge)

1. Direct Payroll

A. Preliminary Design Phase

Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	3.5	192.50
Project Manager	41.00	28	1,148.00
Senior Structural Engr.	47.00	27	1,269.00
Structural Engineer II	41.00	10	410.00
Structural Engineer I	34.00	22	748.00
Senior Technician	35.50	60	2,130.00
Technician	23.50	39	1,386.50
Clerical	21.00	2	42.00

Subtotal A \$ 7,326.00

B. Final Design Phase

Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	1	55.00
Project Manager	41.00	24	984.00
Senior Structural Engr.	47.00	41	1,927.00
Structural Engineer II	41.00	54	2,214.00
Structural Engineer I	34.00	90	3,060.00
Senior Technician	35.50	48	1,704.00
Technician	23.50	128	3,008.00
Clerical	21.00	1	21.00

Subtotal B \$ 12,973.00

C. Bidding Phase

Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	0	0.00
Project Manager	41.00	4	164.00
Senior Structural Engr.	47.00	1	47.00
Structural Engineer II	41.00	0	0.00
Structural Engineer I	34.00	0	0.00
Senior Technician	35.50	0	0.00
Technician	23.50	0	0.00
Clerical	21.00	0	0.00

Subtotal C \$ 211.00

D. Construction Phase

Position/Title	Hourly Rate	Estimated Hours	Total
Team Leader	55.00	0	0.00
Project Manager	41.00	7	287.00
Senior Structural Engr.	47.00	5	235.00
Structural Engineer II	41.00	1	41.00
Structural Engineer I	34.00	12.5	425.00
Senior Technician	35.50	0	0.00
Technician	23.50	0	0.00
Clerical	21.00	0	0.00

Subtotal D \$ 988.00

Subtotal Direct Payroll \$ 21,498.00

EXHIBIT B
FEE SCHEDULE
 (Option B, IT-Beam Span Bridge)

2.	General Overhead	
	= Subtotal Direct Payroll x 1.9312 (KDOT Overhead Factor)	<u>\$ 41,516.94</u>

3. Direct Expenses (travel, expenses, subcontractor, etc.)				
	Item	Rate	Days, Miles, other	Total
	Miles	0.50	390	195.00
	Survey Subconsultant	7000.00	1	7000.00
	Geotech. Subconsultant	5500.00	1	5500.00
	Delivery Charges	50.00	3	150.00
	Subtotal Direct Expenses			<u>\$ 12,845.00</u>

GRAND TOTAL	
Direct Payroll + General Overhead + Direct Expenses	<u>\$ 75,859.94</u>

**EXHIBIT C
PROGRESS REPORTS**

Progress reports shall include the following:

1. Status of design: List each principal task and the percentage complete.
2. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
3. 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.
4. 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**

Surveys completed	May 29, 2010
Hydraulic Study and Bridge Type & Alignment Study completed	July 31, 2010
Field Check plans and estimate to Douglas County	August 28, 2010
Field Check meeting	September 25, 2010
Office Check plans and estimate to Douglas County	November 30, 2010
Final Design Plans, Specs and Estimate to Douglas County	December 31, 2010

EXHIBIT E
CAD REQUIREMENTS

1. **Software requirement:** Civil 3D (Version 2010 preferred). A layer list for each project shall accompany the digital media. Ensure that all objects are on their proper layers.
2. **Project drawings shall be developed by the Consultant using Civil 3D and made available to the County on digital media. Two sets of final plans will be submitted on 24"x36" bond paper and sealed by the professional engineer responsible for the project. These two sets of plans will be signed by the Director of Public Works for Douglas County. One set will be returned to the Consultant for their permanent records and one set will be retained by Douglas County for their permanent records.**
3. **Once all signatures have been placed on the plans, the Consultant shall provide a digital version of the final signed and sealed plans in both .pdf and .dwf format. Also, submit the base drawing, topographic drawing, and the sheet layouts in Civil 3D and .dxf format.**
4. **Acceptable Digital Media: DVD.**
5. **Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).**