

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 28, 2011

4:00 p.m.

-Convene

- Consider approval of a proclamation declaring October 3-9, 2011 and "National 4-H Week in Douglas County"
- Consider approval of the minutes of August 24, August 31, September 7 and September 14, 2011

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consent approval of purchase of one 2012 Dodge Charger for the Sheriff's Office (Gary Bunting/Ken McGovern);
- (c) Authorize County Commission Chair to execute job creation retention agreement with Berry Plastics (Garrett Nordstrom);
- (d) Authorize County Commission Chair to execute agreement with State of Kansas Department of Commerce for a CDBG (Community Development Block Grant) grant providing funding for the Berry Plastics project (Garrett Nordstrom);
- (e) Consider and take action on resolution creating the Berry Plastics special benefit district; authorize the making of certain improvements therein; and levying a special assessment in the amount of \$350,000 (Garrett Nordstrom); and
- (f) Consider authorizing the Public Works Director to execute an engineering services agreement with George Butler Associates, Inc. for bridge inspection services at a not-to-exceed cost of \$29,575.00.
- (g) Authorize chair to execute real estate contract for purchase of Printing Solutions property as part of the new Public Works facility. (Craig Weinaug)

REGULAR AGENDA

- (2) Presentation and consider approval of SMART 911 implementation technology enhancement program for Emergency Communications (Scott Ruff)
- (3) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Building Code Board of Appeals - vacancy**
 - Douglas County Advocacy Council on Aging – vacancy**
 - Douglas County Community Corrections Advisory Board - 12/2011**
 - Douglas County Senior Services, Inc. Board of Directors - 12/2011**
 - Jayhawk Area Agency on Aging Tri-County Advisory Council - vacancy**
 - Fire/EMS District No. 1 - 12/2011**
 - (c) Public Comment
 - (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, OCTOBER 5, 2011

-CPA-10-8-10: Consider Comprehensive Plan Amendment to Chapter 14 – Southeast Area Plan, to reference and reflect the accepted Preliminary Alignment Study for 31st Street and to update the plan to reflect changes since adoption. (PC Item 7; approved 8-0 on 8/24/11) Michelle Leininger is the Planner.

WEDNESDAY, OCTOBER 12, 2011

-Inverness Park District Plan (Dan Warner)

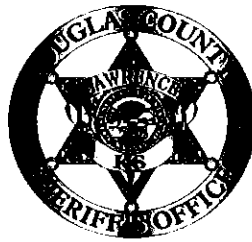
WEDNESDAY, OCTOBER 19, 2011

WEDNESDAY, OCTOBER 26, 2011

- Announcement of Take Charge Challenge Results (presentation by Eileen Horn, no backup)
- Presentation of Tri-County Food System Report (Douglas County Food Policy Council members)

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.*

OFFICE OF



THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern 

Date: September 19, 2011

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase one 2012 Dodge Charger. This purchase would total \$23,115.00 and is necessary to ensure the continued reliable operation of our vehicles. The purchase of two vehicles for the Corrections Division has been previously approved by the Board of County Commissioners. Only one will be purchased at this time, however.

The Dodge Charger would replace one 2004 Ford Crown Victoria Police Interceptor with high mileage that is currently in operation within the Corrections Division. This purchase would be made with Overland Park Jeep Dodge Chrysler in Overland Park, KS under the current MACCP contract. Overland Park Jeep Dodge Chrysler has been authorized to sell 2012 Dodge Chargers at 2011 prices.

I recommend that the BOCC authorize the Sheriff to complete the purchase of this vehicle. I will be available to answer any questions you may have.

DOUGLAS COUNTY
JOB CREATION/RETENTION AGREEMENT
(Infrastructure Only)

This agreement made and entered into this ____ day of _____, by and between the **Douglas County**, Kansas, hereinafter referred to as “County” and **Berry Plastics Corporation**, hereinafter referred to as “Company.”

Whereas, the County is entering into an Economic Development Grant Agreement No. **011-IN-R02** with the State of Kansas, Department of Commerce;

And, Whereas, the grant awarded under said agreement will facilitate the operation of the Company’s **new warehouse facility** located in **Douglas County**, Kansas;

Now, therefore, in consideration of the mutual covenants herein contained, and in consideration of the execution of said Grant Agreement by the County and completion of the project contemplated by the said Grant Agreement, it is understood and agreed by the parties as follows:

1. The Company recognizes and acknowledges the terms of the Grant Agreement, is familiar with the terms thereof, and agrees to comply with the terms thereof.
2. The Company especially acknowledges the terms of the Grant Agreement in Parts III and IV thereof, and agrees to make the payments to the County as set forth in the Grant Agreement.
3. The Company shall upon completion create at least **twenty (20)** full-time permanent positions in addition to the base employment of **zero (0)** of the Company. At least fifty-one (51) percent of the created jobs will be held by those whose household income was less than the Section 8 income levels in effect on the grant award date for **Douglas County**, Kansas. The Company shall obtain an Employee Certificate Form from each new employee. The full-time permanent positions must be in place at the verification date under the grant agreement.
4. In the event the County shall be notified of failure to create the number and kind of jobs required under the Grant Agreement, the County shall immediately notify the Company, which shall have thirty (30) days from the date of notification by the County to correct such deficiency.
5. After the national objective is attained and the Certificate of Completion is issued, the Company further agrees that it will immediately pay back to the County the remaining balance on the special assessment if it moves its **new warehouse facility** out of **Douglas County**, Kansas, within ten (10) years of grant award.
6. Any sums due to the County from the Company hereunder shall bear interest at the rate of two (2) percent per annum from the date said funds are due to be paid to the County.
7. The failure of the County to enforce at any time any of the provisions of this agreement, or to exercise any option which is herein provided, or to require at any time performance by the Company of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any

way to effect the validity of this agreement of any part thereof, or the right of the County to thereafter enforce each and every such provision.

8. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

Douglas County, Kansas

By: _____
Chairman

Attest:

County Clerk

Berry Plastics Corporation

By: _____
President

STATE OF KANSAS
ECONOMIC DEVELOPMENT
GRANT AGREEMENT NO. **11-IN-R02**

between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and

DOUGLAS COUNTY

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, hereinafter called "Department" and **Douglas County**, Kansas, hereinafter called the "Grantee." This agreement is being made pursuant to an application by the Grantee to the Department for the development of infrastructure relating to **Berry Plastics Corporation**, hereinafter called the "Company." This Agreement consists of the instrument and the following attachments, which are incorporated herein:

Attachment A - SPECIAL CONDITIONS
Attachment B - APPROVED PROJECT APPLICATION
Attachment C - CONTRACT PROJECT BUDGET FORM
Attachment D - ATTORNEY'S OPINION
Attachment E - REPAYMENT SCHEDULE

- B. Together these documents embody the entire Agreement between the Department and the Grantee with respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings, either written or oral, with respect to this program are hereby superseded.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.

- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any regulation or law so amended.

III. Description of Activities

The Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION (Attachment B). This Agreement is for a total amount of **\$700,000** of CDBG funds.

The Terms and the Repayment.

Subject to the terms and the conditions of this Agreement, the Grantee shall require the Company to repay a principal amount of **\$350,000, which is equal to half the grant amount**, over a **ten-year period at 2%**. The County shall place a special assessment on the real property to facilitate the collection of this payment stream.

The term of the loan shall be ten (10) years. The Repayment Schedule (Attachment E) lists the dates and repayment amounts. The Grantee shall remit these payments to the State on a prompt basis.

Job Creation and Retention.

The Grantee hereby commits and agrees that the Company will retain at least **zero (0)** full-time equivalent permanent positions and create **twenty (20)** full-time equivalent permanent positions, in addition to the base employment of **zero (0)** of the Company. Fifty-one percent (51%) or more of the aggregate number of jobs actually created or retained on a full-time equivalent basis will be held by those whose household income was less than the Section 8 income limits in effect on the grant award date for **Douglas County, Kansas**. (This test determines if the project principally benefits low-and-moderate income (LMI) persons, which is the HUD national objective under the Federal Act.) For individuals filling created jobs, their household income will not include the wages or salary of the created jobs. The Grantee will require the Company to obtain an Employee Certificate Form from each new employee and/or each retained employee.

The full-time equivalent permanent positions must be in place at the verification date. The verification date may be no more than 90 days before the closeout is received and certified as complete by the Department.

Grantee Remedial Actions.

- (a) In the event that the project achieves the HUD national objective, but the jobs created or retained on a full time equivalent basis by the Company fall short of the number committed, the Grantee shall require the Company to repay an amount equal to the proportion of jobs not created or retained, to the total number of jobs committed by the Company. The Grantee shall require this action to occur within sixty (60) days of the Company being notified that it is short of jobs that the Company has committed to. This pro-rata number applies to the total grant award. This penalty, however, shall not be greater than half the grant award.

- (b) In the event that at least fifty-one percent of the created or retained jobs on a full-time equivalent basis do not qualify as benefiting low-and-moderate income (LMI) persons, the CDBG program shall require the Company to pay the full amount of the award, **\$700,000**, within 60 days of the Company being notified.
- (c) In the event that the Company defaults on the grant, then the Grantee will be ineligible to receive any additional funding from the CDBG program until the Company pays in full or the State writes off the deficiency.
- (d) The Grantee must return to the State all principal, interest, and any other money captured by the efforts of the Grantee against the Company, within thirty (30) days of the Grantee receiving the money.

IV. Period of Performance

The period of performance for all activities provided for by this Agreement shall commence on **July 1, 2011**, hereinafter called the "Commencement Date," and shall be complete on **June 30, 2013**, hereinafter called the "Completion Date," except those activities required for closeout of the program such as the Final Program Report and the Final Audit Report.

V. Compensation

- A. In consideration of the Grantee's performance of the work required under this Agreement and the Grantee compliance with the terms and conditions of this Agreement, the Department shall allow the Grantee the total sum of **\$700,000** in Community Development Block Grant funds in addition to **\$0** in local Grantee Program Income. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION (Attachment B) and the CONTRACT PROJECT BUDGET FORM (Attachment C).
- B. In addition, the County and KDOT shall provide **\$731,300**, and the private parties shall provide **\$17.9 million** in other sources of funds to this Economic Development project and such funds shall be used in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION (Attachment B).
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$700,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds

required to be provided by the Grantee pursuant to subsection (B) of paragraph V are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V. It is understood that program income from any grant received from Department either presently open or closed shall be used in lieu of drawing additional CDBG funds.

- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any other entity. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties under the direct supervision of the Grantee and in accordance with the terms of written contracts. All contracts are subject to review by the Department. For construction contracts Davis-Bacon requirements must be met. For Acquisition all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, (Uniform Act) must be met.
- B. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Agreement without first having secured the express written approval of the Department.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this Agreement.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.

VIII. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (OMB Circular A-87). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the APPROVED PROJECT APPLICATION (Attachment B) shall not exceed the lesser of the established maximum cost or ten (10) percent of the total funds received from the Department.
- D. Except as provided in subsection (E) of paragraph VIII., the Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. The Notification of Award for the grant under this Agreement is dated **May 12, 2011**, at which date the Grantee may begin to incur reasonable costs for Environmental Studies, Planning, Administrative Costs, Program Engineering and Design, and Public Information; to the extent they are applicable to the program and after project commencement date. However, except as may be otherwise agreed to in writing by the Department, Grantee reimbursement will not exceed ten (10) percent of the total grant amount for costs incurred or monies spent prior to the successful resolution of all issues arising from the environmental-related local and State public comment periods.
- F. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to loan the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise loan for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- G. Funds received pursuant to this Agreement may not, without prior written approval by the Department, be obligated after the Completion Date except for those activities required for closeout. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within sixty (60) days.
- H. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports and the close-out documents, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are determined to not be allowable or are determined to be in excess of approved expenditures; shall by written notice specifying the disallowed expenditures and inform the Grantee of any such disallowance.
- I. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

IX. Requisition of Grant Funds

- A. The Grantee shall be entitled to receive requisitioned funds from the Department only in accordance with its actual and immediate cash requirements and only when the total of federal funds remaining

on hand in the depository account does not exceed \$5,000 and is insufficient to meet immediate disbursement needs.

- B. A Request for Funds submitted by the Grantee shall include as part of the request a summary listing of invoice numbers and dates, payroll references, check numbers/dates/amounts, and other such information to substantiate use of Federal funds and Local funds by Source.
- C. Requisitions for cash advances shall be made on official forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000, and in no cases more than \$200,000 unless prior written permission has been obtained from the Department.
- D. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- E. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- F. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined by the Department that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee should be made only as reimbursement for actual cash disbursements.

X. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under this Agreement
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XI. Financial Management

- A. Grantee shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Economic Development Program.
- B. Grantee shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Economic Development Program;

2. Provision for accurate, current and complete disclosure of the financial status of the Program;
3. Establishment of records of budgets and expenditures for each approved activity;
4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
5. Provision of financial status reports in the form specified by the Department;
6. Compliance with the Department's audit requirements (OMB Circular A-133); and
7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration.

XII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Economic Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in SPECIAL CONDITIONS (Attachment A). These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date specified in paragraph IV.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure on the part of a Grantee or the Company to report as required or respond to requests for data or information shall be grounds for suspension or termination of the Grant.

XIII. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These procurement standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into in support of a grant. These include, but are not limited to, source evaluation, protests, disputes, and claims.

XIV. Bonding and Insurance

- A. When administering a federal loan/grant, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:
- . A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all of the contractor's obligations under the contract; and
 - . A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XV. Program Income

- A. Program Income, as defined in the Consolidated Plan means gross income earned by the Grantee from activities supported by loans or grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
1. Program income includes, but is not limited to:
 - (a) Proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds;
 - (b) Income from the temporary use of leasing of properties acquired with CDBG funds pending the disposition or use for which the property acquired;
 - (c) Recapture of Principal and Interest from loans made with grant or revolving loan fund proceeds.
 2. Program income:
 - (a) shall be used prior to drawdown of additional grant funds.
 - (b) of closed grants shall be treated as program income of an active grant and shall be used prior to drawdown of additional grant funds.
 - (c) shall be subject to the requirements of a local reuse plan submitted by the local government and approved in writing by the Department.
 - (d) shall be used in accordance with requirements of Title I of the Housing and Community Development Act, if applicable.
 - (e) shall not be used to increase the amount approved as necessary or appropriate for assistance to a for-profit entity. Local Income and Program Income, though required to be used first, will not be included in determining the required minimum injection to any other project.
 3. All Program Income from a project funded by this Agreement and received prior to the program's closeout being accepted by Department and not used to reduce the Agreement drawdowns shall be returned to the Department.

4. Program income does not include interest earned on cash advances from the Kansas Department of Commerce & Housing. Such interest shall be remitted to the U.S. Treasury.
5. It is understood that this Agreement does not provide the Grantee the right to keep program income for the purpose of a Local Revolving Loan Fund.

XVI. Program Closeout Procedures

- A. Program closeout is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program, including audit and resolution of audit findings, have been completed or that there are no additional benefits likely to occur by the continuation of program activities or costs. All findings from Department monitoring visits must be cleared by Grantee prior to closeout certification.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendments thereto, on which assistance ends for all program activities, except those required to complete the closeout or the date on which the this Agreement is terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. One copy of the documents must be placed where other program documents are available for public review and at least one copy must remain in the Grantee's files. The Department may grant extensions in writing to the time for submission of these documents when so requested by the Grantee in writing.
- D. Incomplete or incorrect closeout documentation will be returned to the Grantee by the Department. The Grantee shall have 30 days to return the closeout documentation corrected. If closeout documentation is not corrected within 30 days the Grantee surrenders any capacity for local reuse.
- E. The Department reserves the right to recover amounts of unobligated program funds.
- F. The Grantee shall account for any property acquired with funds received from this Agreement, or received from the federal or state government in accordance with the Department's property management procedures.

XVII. Suspension

The Department may suspend this Agreement, in whole or in part, at any time during the Agreement Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations against funds received via this Agreement when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate this Agreement. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination's, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations properly incurred prior to termination.

XIX. Termination-for-Cause

- A. The Department, after reasonable notice, may terminate the loan/grant, in whole or in part, at any time during the Agreement Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- B. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the Agreement project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on the amendments to the U.S. Single Audit Act of 1996 and Office of Management and Budget (OMB) Circular A-133.
 - 1. If the Grantee expends \$500,000 or more of federal financial assistance from all sources during the local fiscal year, an A-133 audit is required. An A-133 audit covers the Grantee entire operation, not just the grant project.
 - 2. If the Grantee expends **less** than \$500,000 in total federal assistance in a fiscal year, it will be the option of the department to require an audit of the Grantee. If such is required, the department will pay for and procure the auditor.
- B. Grantee are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than one year after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of this loan/grant and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of **four** years subsequent to the Agreement closeout.
- C. Any contract entered into by the Grantee shall contain language comparable to Paragraph (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. Failure on the part of a Grantee or Company to allow said access shall be cause for the Department to initiate suspension procedures.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantee and subgrantees, the conflict of interest provisions of KDOC, as provided at CFR 570.611 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his/her tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all contracts a provision prohibiting such interest pursuant to the intent of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the Agreement in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Revisions, Amendments and Approvals

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. the cumulative effect of the revision(s) is not to increase or decrease the total amount(s) budgeted for any activity by more than ten (10) percent of the total grant, or \$10,000, whichever is less, and the Total Program Budget is not changed;
 - 2. the change does not increase any professional services of the CDBG approved budget;
 - 3. the change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. the change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. Any other changes to this Agreement shall constitute an amendment, including time extensions.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless submitted on the program's approved amendment form. The amendment form shall be submitted in duplicate, numbered, passed by Resolution of the governing body, and contain two original signatures of the duly authorized representative of the Grantee. The Grantee will be returned an executed form by the Secretary of the Department, if the amendment is approved.
- E. This Agreement shall be construed in accordance with the laws of Kansas.
- F. We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein. This Agreement is binding and legally enforceable on all heirs, successors, and assigns.

Dated by the Department this _____ day of _____, 20__.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
Rural Development Division Director
For the Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

_____, Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

ATTACHMENT A

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section VIII., Program Costs, E., the Notification of Award for the grant under this Agreement is dated **May 12, 2011**.
2. As provided in Section XII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress and Financial Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress and Financial Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter (April 10, July 10, October 10, and January 10). A Quarterly Progress and Financial Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **June 30, 2013**, except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XII., Monitoring and Reporting, C., the Grantee shall submit close-out documents to the Department on or before **September 30, 2013**.
5. The Grantee shall not use funds that have been loaned/granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such loan/grant funds (program income), in whole or in part for the support of the Activities covered by this Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before **September 30, 2014**. Grantee receiving federal assistance in any fiscal year must have an audit made in accordance with the amendment to the Single Audit Act of 1996 (OMB Circular A-133) for such fiscal year unless exempted under OMB Circular A-133. Those Grantees having expended \$500,000 or more of total federal funds from all sources must have an annual audit.
7. The Grantee shall submit a completed CONTRACT PROJECT BUDGET FORM (Attachment C) and attach said form to the APPROVED PROJECT APPLICATION (Attachment B). The CONTRACT PROJECT BUDGET FORM shall fully account for all funds as stated in Section V., Compensation, A. and B.
8. An Economic Development loan/grant for a business entity for job creation or retention will be repayable to the Department upon termination of this Agreement in the event that jobs created or retained fall short of the number committed to be created or retained in the grant application (Attachment B). Any accelerated portion of loan/grant repayment under this provision will be an amount equal to the proportion of jobs not created or retained to the total number committed, except all loan/grant monies will be immediately repaid if at least 51% of jobs actually created and retained do not meet CDBG program low-and-moderate income requirements. Exceptions will be granted only on a case by case basis when extraordinary circumstances, as documented by the Grantee, are judged to exist by the Department. The decision of the Department shall be final.
9. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration. (Cranston-Gonzales National Affordable Housing Act)
10. In addition to the above certifications, the undersigned will also make the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING GOVERNMENT-WIDE

**RESTRICTION ON LOBBYING
(FOR CONTRACTS OVER \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), over \$100,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

(Official)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS CREATING THE BERRY PLASTICS SPECIAL BENEFIT DISTRICT WITHIN DOUGLAS COUNTY, KANSAS; AUTHORIZING THE MAKING OF CERTAIN IMPROVEMENTS THEREIN; AND LEVYING A SPECIAL ASSESSMENT IN THE AMOUNT OF \$350,000

WHEREAS, K.S.A. 19-101a, *et seq* authorizes the board of county commissioners of each county to transact all county business and perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, no Kansas statute prohibits the Board of County Commissioners of Douglas County, Kansas (the "Board") from adopting the resolution set forth herein; and

WHEREAS, Berry Plastics Corporation plans to construct a new facility in Douglas County, Kansas on the following described land:

Lot 2 Rockwall Farms Addition 2nd Plat, a subdivision in Douglas County, Kansas, (the "Property");

WHEREAS, the new facility will prove a positive economic development impact in Douglas County and, to facilitate the new facility, the Board has entered into an Economic Development Grant Agreement No. 11-IN-R02 (the "Grant Agreement") with the Kansas, Department of Commerce;

WHEREAS, the Grant Agreement is in the form of a 2011 Community Development Block Grant (CDBG) to be made to Douglas County, as grant recipient, in the sum of \$700,000 for infrastructure improvements in connection with the Berry Plastics Corporation's new facility;

WHEREAS, the Grant Agreement requires that one-half of the award (\$350,000) be repaid to Douglas County over a 10-year period at an interest rate of 2% per annum, and that such amount shall be a special assessment against the Property until fully paid;

WHEREAS, pursuant to the Grant Agreement, Berry Plastics Corporation and Packerware, LLC (the "Petitioners") have filed a petition (the "Petition") with the Board requesting that the Board create a special benefit district and levy the foregoing special assessment against the Property;

WHEREAS, the Board and Berry Plastics Corporation have signed the Douglas County Job Creation/Retention Agreement in connection with the Grant Agreement, whereby the parties here agree upon the terms therein, including but not limited to Berry Plastics Corporation's repayment of \$350,000 over a 10-year period at an interest rate of 2% per annum.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

1. The Board hereby finds and finally determines that:

(a) Pursuant to the Petition and with the agreement of the Petitioners, it is advisable to create the special benefit district, to be called the Berry Plastics Special Benefit District (the "District") and make improvements described in the Grant Agreement;

(b) The real property to be included within the District, to be assessed the special assessment, is as follows:

Lot 2 Rockwall Farms Addition 2nd Plat, a subdivision in Douglas County, Kansas.

2. The improvements described in the Grant Agreement shall be completed and representatives of Douglas County are authorized and instructed to do so.

3. The Board levies a special assessment against the Property in the amount of \$350,000, to be repaid to Douglas County over a 10-year period at an interest rate of 2% per annum in accordance with the attached Schedule A; provided, however, that the foregoing special assessment may be repaid earlier than 10 years with no penalty.

4. This Resolution is effective from and after its adoption and shall be recorded in the office of the Douglas County Register of Deeds.

IN WITNESS WHEREOF, the Board of County Commissioners of Douglas County, Kansas has adopted this Resolution this _____ day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Jim Flory, Chair

Nancy Thellman, Member

Mike Gaughan, Member

ATTEST:

Jameson D. Shew, County Clerk

SCHEDULE A

Repayment Schedule

MEMORANDUM

To : Board of County Commissioners

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

Date : September 19, 2011

Re : Consent Agenda authorization to approve engineering services agreement
Consultant bridge inspection services
Project No. 2011-15

This department solicited cost proposals from four consulting firms to perform bridge inspections for Douglas County's 152 bridges. Federal regulations, administered by KDOT, require every bridge on public roadways will be inspected at least biennially. We have 17 bridges with inspections due by the end of October 2011, and inspections for the remaining bridges are due next spring.

A selection committee of Public Works department personnel selected the proposal from George Butler Associates, Inc. (GBA) as the top ranked proposal. GBA's proposal was the lowest cost of the four proposals. GBA performed Douglas County's bridge inspections during the last inspection cycle, and performed well.

GBA's proposal has a not-to-exceed cost of \$29,575. Road & Bridge Fund 201, Line Item 61100 Professional Services, allocates \$20,000 in 2011 and \$41,100 in 2012 for bridge inspection services.

It is our desire to get all bridge inspections on the same two-year cycle. KDOT has determined we cannot delay the inspections due in October 2011 in an effort to get all bridges on the same inspection schedule. Under the proposed agreement GBA will inspect the 17 bridges that are due in October 2011. Then, by April 2012, GBA will inspect the remaining bridges and will re-inspect the original 17 bridges inspected in October 2011. This will get all bridge inspections on the same schedule. Given the relatively low inspection cost (\$175 per bridge) proposed by GBA, this is a good opportunity to get all bridges on the same inspection cycle.

Action Required: Consent Agenda authorization for the Public Works Director to execute an engineering services agreement with George Butler Associates, Inc. for bridge inspection services at a not-to-exceed cost of \$29,575.00.

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and George Butler Associates, Inc. ("Engineer"), as of the _____ day of _____ 2011 (the "Effective Date").

RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the inspection of certain bridges in Douglas County, Kansas, in connection with Douglas County Project No. 2011-15 (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 a lump sum fee of \$175 per bridge which include all cost for labor and related expenses, with the fee equal to **\$29,575.00** ("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 **July 1, 2012**. 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 C 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.

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 show the percent complete of the project 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, 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 C. 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 C. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit C. 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 C. 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 by **July 1, 2012**.

A. **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: **Timothy J. Ross, PE** ("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 C; 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.
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.
9. Plans of new inventory structures.

V. PROJECT SCHEDULE

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.

Seventeen bridges will be inspected by the end of October 2011. Structure Inventory and Appraisals will be updated in the web portal by the end of November 2011; then 152 bridges will be inspected by the end of April, 2012. The project, along with all necessary reports shall be completed by July 1, 2012.

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 by July 1, 2012.

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 paper 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 paper 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 reasonable 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 wrongful acts or 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: **Timothy J. Ross, PE
George Butler Associates, Inc.
9801 Renner Blvd.
Lenexa, KS 66219**

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:

GEORGE BUTLER ASSOCIATES, INC.

By: 
Engineer's Authorized Signatory

Timothy J. Ross
Printed Name

Sr. Vice President
Title

COUNTY:

DOUGLAS COUNTY, KANSAS

By: _____
Keith A. Browning, P.E.

Title: Public Works Director/County Engineer

Exhibits:

- A. Scope of Services
- B. Report Requirements
- C. Standard Hourly Rates

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy-Kansas 6300 W. 143rd Street, Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 913 660-1220 FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com PRODUCER CUSTOMER ID #:														
INSURED George Butler Associates, Inc. 9801 Renner Blvd. Lenexa, KS 66219-9718	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co of CT</td> <td></td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co. Pi</td> <td>19445</td> </tr> <tr> <td>INSURER C : Accident Fund Ins. Co. of Ameri</td> <td>10166</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of CT		INSURER B : National Union Fire Ins. Co. Pi	19445	INSURER C : Accident Fund Ins. Co. of Ameri	10166	INSURER D : XL Specialty Insurance	37885	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6806009L679	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA6009L803	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			BE012733895	11/01/2010	11/01/2011	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WCV6049785	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9691180	07/07/2011	07/07/2012	\$5,000,000 per claim \$10,000,000 annl aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project No. 2011-15, NBI Bridge Inspections

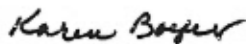
CERTIFICATE HOLDER Douglas County, Kansas 1242 Massachusetts Lawrence, KS 66044	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT A

Local Bridge Inspection Contract Scope of Services Douglas County Project No. 2011-15

The biennial bridge inspections shall be conducted in accordance with federal regulations and references listed in Appendix A.

Bridge Inspection Team Leaders must be on the prequalified inspector's list maintained by KDOT.

The standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical Findings shall be recorded on the standard KDOT Bureau of Local Projects Bridge Inspection Critical Findings form.

All NBI Data Items shall be verified during the inspection and updated or corrected. This may require coordination with the City/County on AADT and similar items not observable.

The work performed under this contract is subject to review by the Owner as well as KDOT. If errors or discrepancies are found the Consultant (or LPA if the inspection is performed by the LPA) shall be required to make corrections at no additional cost. KDOT will perform QC/QA evaluations of bridge inspections including field reviews, review of ratings, bridge inspection files, and data entry. Substandard work is grounds for removal of the inspector from the KDOT prequalified list.

The Owner has 152 bridges to be inspected.

Bridges not currently in the inventory or bridges that have had major rehabilitation work require an Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual. The Owner has two (2) bridges requiring an Inventory Inspection.

Review scour assessment information in the bridge folder, and report if the information is inadequate or needs updating.

Review load rating information in the bridge folder, and report if the information is inadequate or needs updating.

Review fracture critical information in the bridge folder, and report if the information is inadequate. Perform a fracture critical inspection for three (3) of the 152 Douglas County bridges. Two of the three fracture critical bridges are 2-girder bridges. The third fracture critical bridge is a single-span through-truss with no fracture critical details that was constructed in 2009.

Review photographs in the bridge file; add any required photos that are not in the bridge folder. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed.

The Inspection Data will be entered in the KDOT BLP Bridge Inspection Web Portal no later

than 90 days following the bridge inspection. All NBI Data Items in the existing database are to be checked while performing data entry, and errors in the data shall be corrected.

During the inspection Critical Findings shall be reported to the bridge owner immediately by the most expedient method.

Deliverables: Provide five (5) copies each of the report summarizing bridge inspection results and maintenance recommendations report. If applicable the Critical Findings forms must be submitted to KDOT BLP within one (1) week of the inspection.

All work shall be performed and data entered into the KDOT portal within 90 days of the required inspection date. Required reports and assembly of updates to the bridge folder shall be completed within 90 days of the completion of the field inspection.

APPENDIX A STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges and the criteria utilized in the subsequent structural analyses and weight limit ratings, where performed, were derived from the following reference sources:

1. American Association of State Highway and Transportation Officials (AASHTO) "Manual for Condition Evaluation of Bridges", 1994, Second Edition as revised by 1995, 1996, 1998, 2000, and 2001 Interim Revisions.
2. KDOT BLP Bridge Inspection Manual.
3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995.
4. KDOT Design Manual, Volume III, Bridge Section, Bridge Load Rating, January 2005.
5. KDOT "Supplemental Coding Guide for Bridge Inspection and Rating", 1993.
6. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986
7. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986.
8. FHWA Bridge Inspector's Training Manual/90, March 1995.
9. Kansas Department of Transportation, Bureau of Local Projects "Scour Evaluation Manual for Local Public Authorities", August 1996.

Back to Schedule Report

Back to Bridge List

Print this Page

INSPECTION SCHEDULE REPORT FOR REGULAR NBI

Next Inspection Due Within 12 months

Date Printed: 8/5/2011

BRIDGE ID	FEATURE INTERSECTED	LOCATION	LAST INSPECTED	BRIDGE LENGTH	DESIGN TYPE	MATERIAL	FACILITY CARRIED
00000000230210	DRY BRANCH DEER CREEK	2.7S OF STULL	2010/07	39.8	Slab	Concrete Continuous	RS 213
00000000230220	DEER CREEK	0.5S OF STULL	2010/07	55.4	Stringer/Girder	Steel Continuous	RS 213
00000000230330	BRANCH OF DEER CREEK	0.3N OF STULL	2010/05	24.4	Slab	Concrete Continuous	RS 1373
00000000230190	ROCK CK. ARM CLINTON L.	1.0W 2.5S OF CLINTON	2010/05	100.8	Stringer/Girder	Steel Continuous	RS 213
000231019004425	DEER CREEK	3.5S BIG SPRINGS	2010/05	25.7	Tee Beam	Concrete Continuous	LOCAL 15.45N-1.0E
00000000230150	BRANCH OF DEER CREEK	W. OF STULL	2010/05	32.6	Slab	Concrete Continuous	RS 212
00000000230180	COON CREEK	3.4E OF STULL	2010/05	30.8	Slab	Concrete Continuous	RS 212
00000000230170	BRANCH OF DEER CREEK	2.1E OF STULL	2010/05	11.5	Frame	Concrete	RS 212
00000000230160	BRANCH OF DEER CREEK	0.7E OF STULL	2010/05	7.8	Culvert	Concrete	RS 212
000231019004309	SPRING CREEK	2.0N 0.3E OF BIG SPRINGS	2010/05	28.7	Slab	Concrete Continuous	LOCAL 21.1N-1.3E
000231019004300	SPRING CREEK	N.W. COR. OF GROVER	2010/05	32.6	Slab	Concrete Continuous	LOCAL 22.0N-1.8E
000231019004400	BRANCH OF DEER CREEK	1.0N 0.5W OF STULL	2010/05	7	Slab	Concrete	LOCAL 17.0N-1.67E
000231019004300	SPRING CREEK	0.7W OF GROVER	2010/05	23.9	Slab	Concrete Continuous	LOCAL 21.8N-1.5E
000231019004325	SPRING CREEK	1.2N OF BIG SPRINGS	2010/05	23.8	Slab	Concrete Continuous	LOCAL 20.2N-1.0E
* 00023102504421	TRIB. TO DEER CREEK	2.0E 0.1S OF STULL	2010/05	9.1	Stringer/Girder	Steel	LOCAL 15.88N-4.5E
00000000230200	WAKARUSA ARM CLINTON L.	0.5S 2.5W OF CLINTON	2010/05	141.1	Stringer/Girder	Steel Continuous	RS 213
00023102504345	TRIB. TO COON CREEK	S.W. OF LECOMPTON	2010/05	29.3	Slab	Concrete Continuous	LOCAL 19.5N-4.5E
00000000230370	BRANCH OF BALDWIN CREEK	0.5W OF LAWRENCE	2010/05	9.1	Culvert	Concrete	RS 1372
000231023004343	COON CREEK	1.0N 2.0E BIG SPRINGS	2010/05	7.3	Stringer/Girder	Steel	LOCAL 19.65N-3.0E
00000000230360	BALDWIN CREEK	1.0W OF LAWRENCE	2010/05	35.7	Slab	Concrete Continuous	RS 1372
00000000230230	COON CREEK	0.1W OF LECOMPTON	2010/05	48.3	Stringer/Girder	Steel Continuous	RS 214
000231035704386	TRIB. TO BALDWIN CREEK	NW OUTSKIRTS OF LAWRENCE	2010/05	6.4	Culvert	Concrete	LOCAL 17.44N-9.67E
000231039504364	BALDWIN CREEK	1.0W 1.0N OF LAWRENCE	2010/05	37.5	Slab	Concrete Continuous	MINOR 18.5E-11.5E
000231041004364	BALDWIN CREEK	2.0W 1.4S OF MIDLAND	2010/05	35.1	Slab	Concrete Continuous	LOCAL 18.75N-12.0E
000231037704385	BALDWIN CREEK	1.2W OF LAWRENCE	2010/05	30.8	Slab	Concrete Continuous	LOCAL 17.3N-10.81E
000231033904340	TRIB. TO KANSAS RIVER	0.5E 2.8E OF LECOMPTON	2010/05	8.5	Stringer/Girder	Steel	MINOR 20.01N-8.9E
000231027004324	COON CREEK	0.4S 1.0W OF LECOMPTON	2010/05	38.1	Slab	Concrete Continuous	LOCAL 20.6N-5.0E
000231037004386	BALDWIN CREEK	NW OUTSKIRTS OF LAWRENCE	2010/05	36.9	Slab	Concrete Continuous	LOCAL 17.27N-10.0E
000231031504326	OAKLEY CREEK	1.0E OF LECOMPTON	2010/05	8.4	Culvert	Concrete	MINOR 20.44N-7.45E
000231031204342	OAKLEY CREEK	S.E. OF LECOMPTON	2010/05	23.50008	Slab	Concrete Continuous	LOCAL 19.2N-7.2E
000231047004345	MUD CREEK	E. OF MIDLAND	2010/04	58.9788	Stringer/Girder	Steel Continuous	LOCAL 19.5N-15.0E
000231047004340	BRANCH OF MUD CREEK	1.0E OF MIDLAND	2010/04	25.908	Slab	Concrete Continuous	LOCAL 19.88N-15.0E
000231047904360	MUD CREEK	NE OUTSKIRTS OF LAWRENCE	2010/04	36.576	Stringer/Girder	Steel	LOCAL 19.0N-15.9E
000231049104360	TRIB. TO MUD CREEK	NE OUTSKIRTS OF LAWRENCE	2010/04	10.08888	Frame	Concrete	LOCAL 19.0N-16.08E
000231047004324	TRIB. TO MUD CREEK	1.0E 0.6N OF MIDLAND	2010/04	8.19912	Stringer/Girder	Steel	LOCAL 20.56N-15.0E
000231047804340	TRIB. TO MUD CREEK	1.8E OF MIDLAND	2010/04	7.9	Culvert	Concrete	LOCAL 20.0N-15.8E
000231045004320	TRIB. TO MUD CREEK	4.8N OF LAWRENCE	2010/04	38.2524	Slab	Concrete Continuous	LOCAL 21.0N-14.04E
00000000230038	COAL CREEK DRAINAGE	0.1E OF SIBLEYVILLE	2010/04	7.89432	Stringer/Girder	Steel	RS 208
00000000230140	HASKELL DRAINAGE DITCH	AT LAWRENCE	2010/04	38.4	Slab	Concrete Continuous	RS 211
00000000230130	WAKARUSA RIVER	1.1S OF LAWRENCE	2010/04	93.6	Stringer/Girder	Steel Continuous	RS 211
000231045004501	WAKARUSA RIVER	1.6S OF LAWRENCE	2010/04	85	Stringer/Girder	Steel Continuous	LOCAL 11.8N-14.0E
000231045004481	HASKELL DRAINAGE DITCH	S. EDGE OF LAWRENCE	2010/04	8.8	Culvert	Concrete	MINOR 12.98N-14.0E
00000000230040	COAL CREEK	0.4E OF SIBLEYVILLE	2010/04	20.39112	Frame	Concrete	RS 208
000231045704480	DRAINAGE DITCH	S. EDGE OF LAWRENCE	2010/04	7.56982	Culvert	Concrete	LOCAL 13.0N-14.73E
000231045504480	DRAINAGE DITCH	S. EDGE OF LAWRENCE	2010/04	6.4008	Culvert	Concrete	LOCAL 13.0N-14.5E
000231045004480	DRAINAGE DITCH	S. EDGE OF LAWRENCE	2010/04	18.9	Culvert	Concrete	MINOR 13.0N-14.0E
00023104904520	COAL CREEK	1.0N OF SIBLEYVILLE	2010/04	65.4	Stringer/Girder	Steel Continuous	LOCAL 11.0N-16.4E
000231049004540	NORTH DITCH-RTE 458	1.0N OF SIBLEYVILLE	2010/04	8.2	Stringer/Girder	Steel	RES 10.01N-16.43E
000231049004480	DRAINAGE DITCH	S. EDGE OF LAWRENCE	2010/04	8.80872	Culvert	Concrete	LOCAL 13.0N-14.91E
000231037004544	WASHINGTON CREEK	2.0E OF LONE STAR	2010/04	40.2	Stringer/Girder	Steel Continuous	LOCAL 9.64N-10.0E
000231033504562	WASHINGTON CREEK	E. EDGE OF LONE STAR	2010/04	41.5	Stringer/Girder	Steel Continuous	LOCAL 8.8N-8.5E
000231033804585	CHICKEN CREEK	1.5E.E. OF LONE STAR	2010/04	25.3	Slab	Concrete Continuous	LOCAL 7.5N-8.95E
000231035004544	TRIB. TO WASHINGTON CK.	1.0N.E. OF LONE STAR	2010/04	8.19912	Tee Beam	Concrete	LOCAL 9.58N-9.0E
000231037804560	TRIB. TO WASHINGTON CK.	2.8E OF LONE STAR	2010/04	6.7	Slab	Concrete	LOCAL 9.0N-10.88E
000231039004543	TRIB. TO WASHINGTON CR.	2.8S 2.0W LAWRENCE	2010/04	6.4	Culvert	Concrete	LOCAL 9.69N-11.0E
000231039504486	WAKARUSA RIVER	0.5S 0.5W OF LAWRENCE	2010/04	66.4	Stringer/Girder	Steel Continuous	LOCAL 12.41N-11.5E
000231041904550	TRIB. TO WAKARUSA RIVER	1.0N 0.5E PLEASANT GROVE	2010/04	9.38784	Culvert	Concrete	LOCAL 9.00N-12.95E
000231029504587	WASHINGTON CREEK	1.7S 1.4W OF LONE STAR	2010/04	40.5	Slab	Concrete Continuous	LOCAL 7.3N-6.5E
000231043304520	TRIB. TO WAKARUSA RIVER	2.0S OF LAWRENCE	2010/04	31.4	Slab	Concrete Continuous	LOCAL 11.0N-13.3E
00000000230350	BRANCH WASHINGTON CREEK	2.0S OF LONE STAR	2010/04	8.5	Culvert	Concrete	RS 1371
00000000230620	WASHINGTON CREEK	1.0S 1.7W OF LAWRENCE	2010/04	53.9	Stringer/Girder	Steel Continuous	RS 207
* 00000000230030	SMALL STREAM	3.0S OF LAWRENCE	2010/04	30.5	Slab	Concrete Continuous	RS 208
00000000230010	WASHINGTON CREEK	S. EDGE OF LONE STAR	2010/04	41.51376	Stringer/Girder	Steel Continuous	RS 206
00000000230400	WAKARUSA RIVER	1.0S 2.0W OF EUDORA	2010/04	120.1	Stringer/Girder	Steel Continuous	RS 1374
00000000230050	LITTLE WAKARUSA CREEK	3.0S OF EUDORA	2010/04	35.4	Slab	Concrete Continuous	RS 208
000231053804509	SPRING CREEK	3.0E 1.0N OF SIBLEYVILLE	2010/04	30.5	Slab	Concrete Continuous	LOC 11.08N-18.85E
000231055204482	SPRING CREEK	2.2W 1.2S OF EUDORA	2010/04	36	Slab	Concrete Continuous	LOCAL 12.75N-19.3E
000231055204500	SPRING CREEK	2.2W 2.0S OF EUDORA	2010/04	27.4	Slab	Concrete Continuous	LOCAL 12.0N-19.17E
000231058004502	WAKARUSA CREEK	1.2S OF EUDORA	2010/04	44.8	Slab	Concrete Continuous	LOCAL 11.74N-21.0E
000231051104485	TRIB. TO WAKARUSA RIVER	1.5S 4.0W OF EUDORA	2010/04	6.4008	Culvert	Concrete	LOCAL 12.5N-17.03E
000231051504503	WAKARUSA RIVER	SE OUTSKIRTS OF LAWRENCE	2010/04	69.8	Stringer/Girder	Steel Continuous	LOCAL 11.7N-17.5E

27 Dec July 2011
 27 Dec May 2012
 - - - - - see rpr. env

* Inventory inspections due October 2011

000231057004481	LITTLE WAKARUSA CREEK	1.6W 1.2S OF EUDORA	2010/04	50	Stringer/Girder	Steel Continuous	LOCAL 12.8N-19.9E
000231067704500	WAKARUSA CREEK	1.0W 1.0S OF EUDORA	2010/04	34.4	Slab	Concrete Continuous	LOCAL 12.0N-20.7E
000231059104520	LITTLE WAKARUSA CREEK	2.0S OF EUDORA	2010/04	54.9	Stringer/Girder	Steel Continuous	LOCAL 11.0N-21.1E
000231059404560	TRIB. TO WAKARUSA RIVER	4.0S OF EUDORA	2010/04	34.7	Slab	Concrete Continuous	LOCAL 9.0N-21.38E
00000000230390	SPRING CREEK	1.4N 3.0E OF SIBLEYVILLE	2010/04	26.5	Slab	Concrete Continuous	RS 1374
000231023904585	TRIB. TO ROCK CREEK	4.5N 1.5W OF GLOBE	2010/04	8.50392	Culvert	Concrete	LOCAL 7.50N-9.97E
000231031104640	TRIB. TO WASHINGTON CK.	2.0N 1.6E OF GLOBE	2010/04	6.7	Stringer/Girder	Steel	LOCAL 5.0N-7.11E
000231029204640	TRIB. TO WASHINGTON CK.	2.0N 0.7E OF GLOBE	2010/04	6.7	Culvert	Concrete	LOCAL 5.00N-6.10E
00000000230310	BRANCH WASHINGTON CREEK	2.7N OF GLOBE	2010/04	7.9	Culvert	Concrete	RS 1369
00000000230270	SMALL STREAM	2.5S 3.0W OF CLINTON	2010/04	9.4	Culvert	Concrete	RS 1273
000231017504620	ROCK CREEK	3.5E 3.0N OF OVERBROOK	2010/04	40.2	Slab	Concrete Continuous	LOCAL 6.0N-0.49E
00000000230320	BRANCH OF ROCK CREEK	3.0N 4.0W OF GLOBE	2010/04	19.5	Frame	Concrete	RS 1370
00000000230250	BRANCH OF APPANOOSE CK.	3.0S 3.7W OF GLOBE	2010/04	33.5	Slab	Concrete Continuous	RS 1273
001231021004589	ROCK CREEK	6.0W 1.8S OF LONE STAR	2010/04	50	Stringer/Girder	Steel Continuous	LOCAL 7.15N-2.0E
000231019804720	TRIB. TO APPANOOSE CREEK	2.0S 3.7W OF GLOBE	2010/04	23.5	Slab	Concrete Continuous	LOCAL 1.0N-1.9E
000231017904541	ELK CREEK	2.0S 5.1W OF CLINTON	2010/04	42.1	Slab	Concrete Continuous	LOCAL 9.9N-0.8E
000231021304645	TRIB. TO ROCK CREEK	15.0W 1.5N OF BALDWIN	2010/04	6.4	Culvert	Concrete	LOCAL 4.5N-2.29E
00000000230260	ROCK CREEK	2.0S 7.0W OF LONE STAR	2010/04	46.3296	Slab	Concrete Continuous	RS 1273
000231017504560	ELK CREEK	7.5W OF LONE STAR	2010/04	40.5	Slab	Concrete Continuous	LOCAL 9.0N-0.5E
00000000230300	BRANCH EIGHT MILE CREEK	2.3S OF GLOBE	2010/04	14.3	Stringer/Girder	Steel Continuous	RS 1369
000231049004609	TRIB. TO COAL CREEK	1.0S 1.0W OF VINLAND	2010/04	9.1	Culvert	Concrete	LOCAL 6.02N-15.99E
000231041504720	WEST TAUJ CREEK	3.5E 2.0S OF WORDEN	2010/04	37.8	Slab	Concrete Continuous	LOCAL 1.0N-12.9E
000231041404705	WEST TAUJ CREEK	6.5S OF PLEASANT GROVE	2010/04	36.5	Slab	Concrete Continuous	LOCAL 1.5N-12.4E
000231041104662	WEST TAUJ CREEK	4.0S OF PLEASANT GROVE	2010/04	33.2	Slab	Concrete Continuous	LOCAL 3.8N-12.1E
000231041004720	TRIB. TO WEST TAUJ CREEK	1.0S 5.0W OF BALDWIN CITY	2010/04	33.5	Slab	Concrete Continuous	LOCAL 1.0N-12.0E
000231041004700	WEST TAUJ CREEK	3.0E 1.0S OF WORDEN	2010/04	39.6	Slab	Concrete Continuous	LOCAL 2.0N-12.0E
000231039004689	WEST TAUJ CREEK	2.0E 1.0S OF WORDEN	2010/04	33.8	Slab	Concrete Continuous	LOCAL 2.01N-11.0E
000231039404705	WEST TAUJ CREEK	6.5S 1.0W PLEASANT GROVE	2010/04	44.5	Slab	Concrete Continuous	LOCAL 1.5N-11.4E
000231031904720	TRIB. TO EIGHT MILE CK.	2.0S 1.1W OF WORDEN	2010/04	24.1	Slab	Concrete Continuous	LOCAL 1.0N-7.9E
00000000230110	BRANCH OF COAL CREEK	0.6W OF VINLAND	2010/04	7.9	Culvert	Concrete	RS 210
00000000230100	BRANCH OF COAL CREEK	0.3W OF VINLAND	2010/04	8.50392	Culvert	Concrete	RS 210
00000000230407	BRANCH OF COAL CREEK	1.0S 1.4W OF VINLAND	2010/04	7.6	Culvert	Concrete	RS 1375
000231029804702	EIGHT MILE CREEK	2.2W 1.2S OF WORDEN	2010/04	31.0896	Slab	Concrete Continuous	LOCAL 1.75N-6.82E
000231047804650	TRIB. TO GREAT TAUJ CK.	1.5N 1.5W OF BALDWIN	2010/04	6.4	Culvert	Concrete	LOCAL 4.0N-15.58E
000231049704581	TRIB. TO COAL CREEK	1.0N OF VINLAND	2010/04	29	Slab	Concrete Continuous	LOCAL 7.9N-16.8E
000231037004682	TRIB. W. FK. TAUJ CK.	1.0E 0.8N OF WORDEN	2010/04	7.6	Culvert	Concrete	LOCAL 3.83N-10.00E
000231045804700	GREAT TAUJ CREEK	1.2W OF BALDWIN CITY	2010/04	13.4	Stringer/Girder	Steel	LOCAL 2.0N-14.8E
000231045504705	GREAT TAUJ CREEK	0.5S 1.5W OF BALDWIN CITY	2010/04	37.5	Slab	Concrete Continuous	LOCAL 1.5N-14.52E
000231049804700	EAST FORK TAUJ CREEK	W. EDGE OF BALDWIN CITY	2010/04	24.1	Slab	Concrete Continuous	LOCAL 2.0N-16.6E
000231065004622	TRIB. TO CAPTAIN CREEK	2.0E 0.2S OF CLEARFIELD	2010/04	26.3464	Slab	Concrete Continuous	LOCAL 5.83N-24.00E
000231059004648	CAPTAIN CREEK	3.0E 1.3N OF BALDWIN	2010/04	31.1	Slab	Concrete Continuous	LOCAL 4.21N-21.0E
00000000230385	COAL CREEK	0.5N OF FAS 1277	2010/04	6.4	Culvert	Concrete	RS 1374
000231053304705	SPRING CREEK	0.5S 1.3E OF BALDWIN	2010/04	6.7	Culvert	Concrete	LOCAL 1.5N-18.32E
00000000230670	CAPTAIN CREEK	1.9S 5.0E OF VINLAND	2010/04	35.38728	Slab	Concrete Continuous	RS 209
000231053204640	TRIB. TO COLE CREEK	2.0S 1.0E OF VINLAND	2010/04	32	Slab	Concrete Continuous	LOCAL 5.0N-18.18E
000231053004608	CAPTAIN CREEK	5.8E 0.8S OF VINLAND	2010/04	38.1	Slab	Concrete Continuous	LOCAL 6.18N-23.01E
000231061704620	CAPTAIN CREEK	1.0S 5.5E OF VINLAND	2010/04	36.9	Slab	Concrete Continuous	LOCAL 6.0N-22.67E
000231049604705	EAST FORK TAUJ CREEK	SW OUTSKIRTS BALDWIN CITY	2010/04	27.1	Slab	Concrete Continuous	LOCAL 1.5N-16.58E
00000000230280	BRANCH OF COAL CREEK	0.6E OF VINLAND	2010/04	7.3	Culvert	Concrete	RS 1277
00000000230290	COAL CREEK	0.7E OF VINLAND	2010/04	34.1	Slab	Concrete Continuous	RS 1277
000231051504582	COAL CREEK	1.0N OF VINLAND	2010/04	41.5	Stringer/Girder	Steel Continuous	LOCAL 7.75N-17.5E
000231055904680	CAPTAIN CREEK	2.0E OF BALDWIN CITY	2010/04	22.6	Slab	Concrete Continuous	LOCAL 3.0N-19.85E
000231057704660	CAPTAIN CREEK	1.0N 3.7E OF BALDWIN CITY	2010/04	30.5	Slab	Concrete Continuous	LOCAL 4.0N-20.61E
000231053004723	SPRING CREEK	1.0E 1.7S OF BALDWIN CITY	2010/04	10.7	Frame	Concrete	LOCAL 0.69N-18.0E
000231053104620	COAL CREEK	3.0N 1.0E OF BALDWIN CITY	2010/04	32.9	Slab	Concrete Continuous	LOCAL 6.0N-18.67E
000231055504685	TRIB. TO CAPTAIN CREEK	1.5E OF BALDWIN CITY	2010/04	7.3	Culvert	Concrete	LOCAL 2.48N-19.5E
000231059304680	TRIB. TO CAPTAIN CREEK	3.0S 4.2E OF VINLAND	2010/04	7	Culvert	Concrete	LOCAL 4.05N-21.23E
00000000230090	KANSAS RIVER	0.2N OF EUDORA	2010/04	414.5	Stringer/Girder	Steel Continuous	RS 209
00000000230080	WAKARUSA RIVER	N. SIDE OF EUDORA	2010/04	80.5	Stringer/Girder	Steel Continuous	RS 209
00000000230410	WAKARUSA RIVER	W. EDGE OF EUDORA	2010/04	146.9	Stringer/Girder	Steel Continuous	RS 2102
000231063804600	TRIB. TO CAPTAIN CREEK	6.5E OF VINLAND	2010/04	23.2	Slab	Concrete Continuous	MINOR 7.0N-23.8E
00000000230420	CARTER CREEK	1.3E OF EUDORA	2010/04	10.0888	Culvert	Concrete	RS 2101
000231063704520	COLEMAN CREEK	3.0S 2.0E OF EUDORA	2010/04	8.8	Culvert	Concrete	LOCAL 11.0N-23.7E
000231063304600	CAPTAIN CREEK	6.0E OF VINLAND	2010/04	39	Stringer/Girder	Steel Continuous	MINOR 7.0N-23.3E
000231063904483	CAPTAIN CREEK	2.0E 1.5S OF EUDORA	2010/04	8.50392	Tea Beam	Concrete	LOC 12.65N-23.87E
000231058304500	COLEMAN CREEK	2.0S 2.0E OF EUDORA	2010/04	35.1	Slab	Concrete Continuous	LOCAL 12.0N-23.78E
000231051504488	HASKELL DRAINAGE DITCH	1.0W 1.8S OF LAWRENCE	2009/10	12.5	Stringer/Girder	Steel	LOCAL 12.15N-17.8E
00000000230430	CAPTAIN CREEK	1.5E OF EUDORA	2008/10	49.5	Slab	Concrete Continuous	RS 2101
000231037804580	TRIB. TO WASHINGTON CK.	2.0W OF PLEASANT GROVE	2009/10	7	Slab	Concrete	LOCAL 8.0N-10.81E
000231041004483	YANKEE TANK CREEK	S. OUTSKIRTS OF LAWRENCE	2009/10	7.9	Tea Beam	Concrete	LOCAL 12.67N-12.0E
000231041404520	TRIB. TO WAKARUSA RIVER	1.5S 0.6W OF LAWRENCE	2009/10	6.7	Slab	Concrete	LOCAL 11.0N-12.4E
000231043004709	TRIB. TO TAUJ CREEK	8.0S OF PLEASANT GROVE	2009/10	6.7056	Culvert	Steel	LOCAL 1.07N-13.0E
000231023004626	ROCK CREEK	2.5W 2.4N OF GLOBE	2009/10	10.1	Stringer/Girder	Steel	LOCAL 5.3N-3.0E
000231037004609	WEST TAUJ CREEK	7.0W OF BALDWIN CITY	2009/10	7.9	Stringer/Girder	Steel	LOCAL 3.05N-10.0E
00000000230300	WASHINGTON CREEK	0.4E 3.0N OF GLOBE	2009/10	8.1	Culvert	Concrete	RS 1370

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00000000230340	BRANCH WASHINGTON CREEK	1.2E 3.0N OF GLOBE	2009/10	10.4	Frame	Concrete	RS 1370
00000000230240	KANSAS RIVER & RAILROAD	N. SIDE OF LECOMPTON	2009/10	512.70408	Stringer/Girder	Steel Continuous	RS 215
00000000230120	BRANCH OF COAL CREEK	0.5W 0.8S OF SIBLEYVILLE	2009/10	19.5072	Stringer/Girder	Prestressed Concrete	RS 210
00000000230375	DEERFIELD TRIBUTARY	N. of KTAI-70 on Kasold	2009/10	11.39952	Culvert	Concrete	KASOLD DRIVE
000231035004560	WASHINGTON CREEK	1.1E 0.2N OF LONE STAR	2009/10	25.414224	Truss-Thru	Steel	LOCAL 9.03N-8.03E
000231037504566	TRIB. TO WASHINGTON CK.	2.0W OF PLEASANT GROVE	2009/10	8.5	Tee Beam	Concrete	LOCAL 8.36N-10.5E

Total number of bridges in report: 152

⊕ 15 biennial inspections + 2 inventory inspections (See Page 1)

17th due Oct. 2011

EXHIBIT B – BOUND REPORT REQUIREMENTS

(Suggested report format-owner will modify to meet their needs)

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items.
 - County bridge number,
 - NBI number,
 - Length
 - Type of structure
 - Features intersected,
 - Facilities carried
 - Sufficiency rating.
 - Recommended weight limits
 - Existing weight limit signing
 - Date of inspection
 - Inspector name
 - If a load rating update is needed
 - If scour analysis is needed.
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern.
- A table listing all bridges with pin and hangers.
- Bridge index map.

Prepare a separate bound report listing bridge maintenance items. Separate recommendation to critical maintenance needed to extend the life of the bridge and safety concerns, and a separate listing of routine maintenance items that need attention but are not urgent or safety related.

EXHIBIT C
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Principal	\$230.00
Senior Associate	200.00
Associate	165.00
Senior Architect / Civil Engineer / Specialist	140.00
Senior Mechanical / Electrical Engineer	150.00
Architect / Civil Engineer / Specialist I	110.00
Mechanical / Electrical Engineer I	120.00
Architect / Civil Engineer / Specialist II	100.00
Mechanical / Electrical Engineer II	105.00
Architect / Civil Engineer / Specialist III	90.00
Mechanical / Electrical Engineer III	100.00
Senior Arch / Civil / Specialist Technician	110.00
Senior Mechanical / Electrical Technician	130.00
Design Technician I	90.00
Design Technician II	70.00
Design Technician III	60.00
CAD Operator I	60.00
CAD Operator II	55.00
CAD Operator III	50.00
Senior Construction Observer	120.00
Construction Observer I	85.00
Construction Observer II	75.00
Field Technician I	85.00
Field Technician II	70.00
Field Technician III	55.00
Administrative Assistant I	80.00
Administrative Assistant II	55.00
General Office I	55.00
General Office II	40.00
Land Surveyor	110.00
Survey Technician I	82.00
Survey Technician II	60.00
Survey Technician III	45.00
2-Man Survey Party	142.00
Equipment	
(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)	
Global Positioning System Equipment	20.00 per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Utility Locator	15.00 per day
Ground Penetrating Radar Equipment	500.00 per day
Nuclear Density/Soil Testing Equipment	50.00 per day
Concrete Testing Equipment	20.00 per day
Traffic Counters	20.00 per day
Expenses	
The following items will be charged as shown:	
Company Survey Vehicles	0.75 per mile
Company Pick-up Truck	0.55 per mile
Personal and Company Cars	0.55 per mile

Effective Date: July 1, 2011

MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works
Michael D. Kelly, L.S., County Surveyor

DATE : September 26, 2011

RE : Drainage Structure Replacement; Bridge No. 1.26N – 0.00E
Acquisition of Easement; Consent agenda

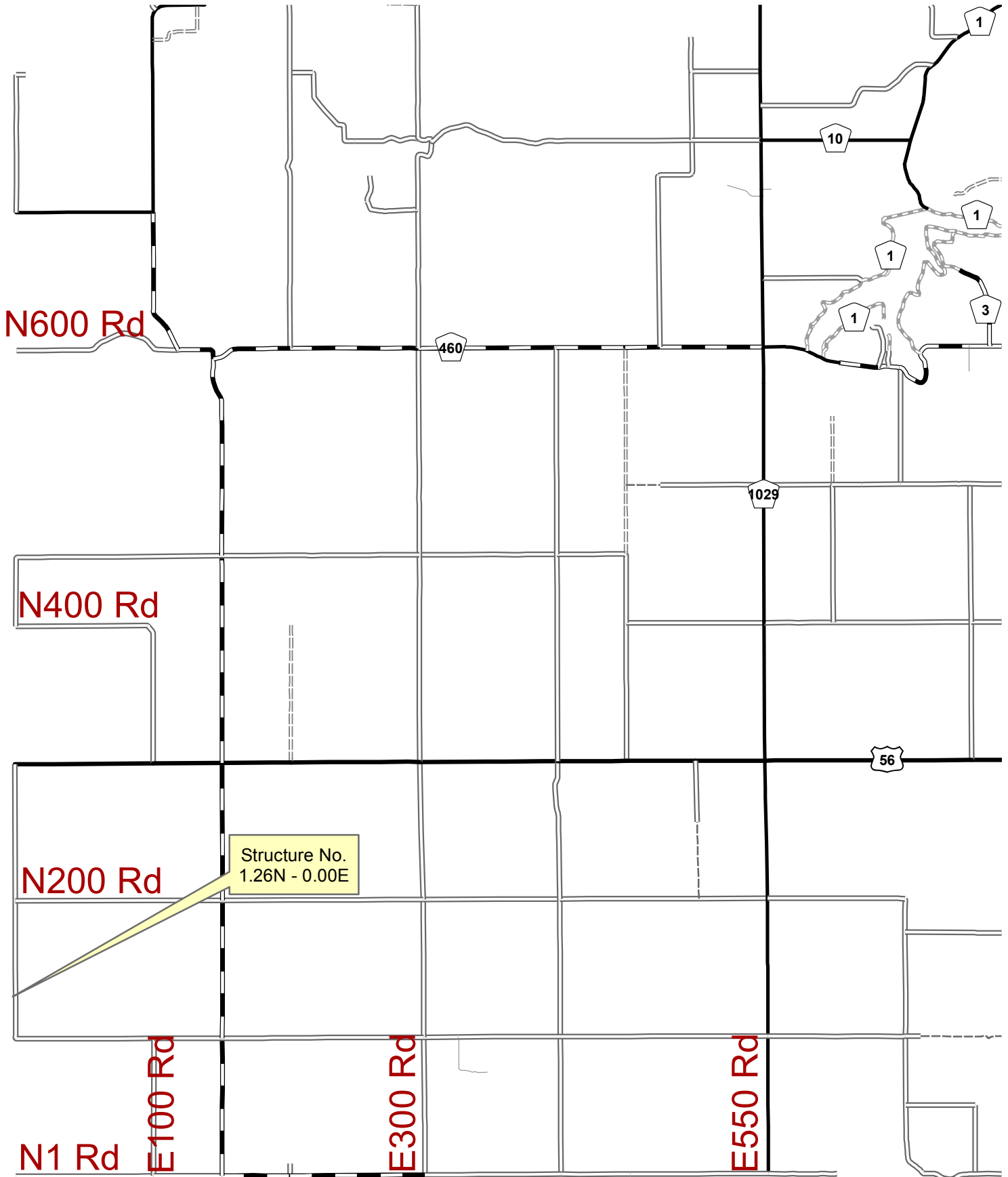
A project has been designed to replace a deficient drainage structure located 1 ¾ miles south of US Highway 56 on the Osage County line (E1 Road). Plans were developed in-house and negotiations with the pertinent landowner for permanent easement has been completed.

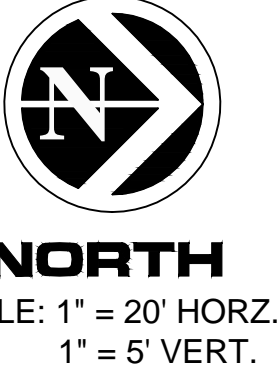
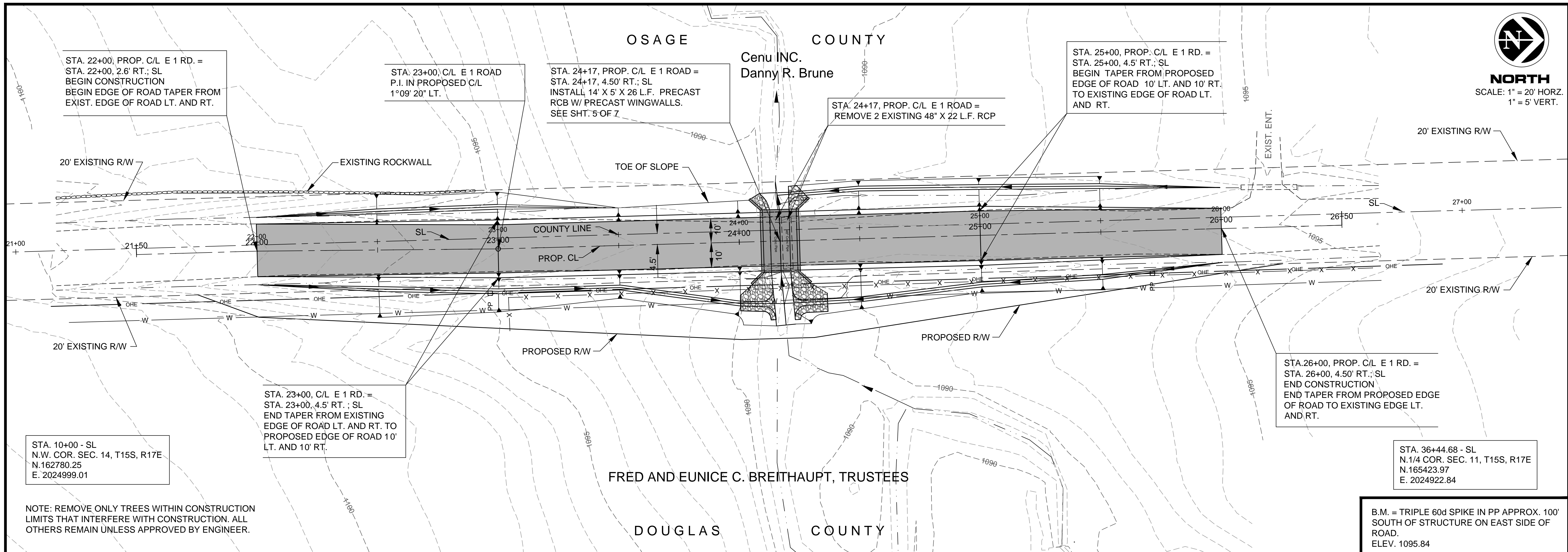
Construction is planned for late 2011 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

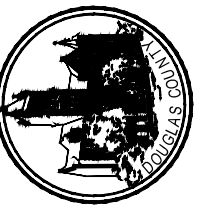
ACTION REQUIRED: Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 1.26N – 0.00E.

Structure No. 1.26N - 0.00E General Location Map





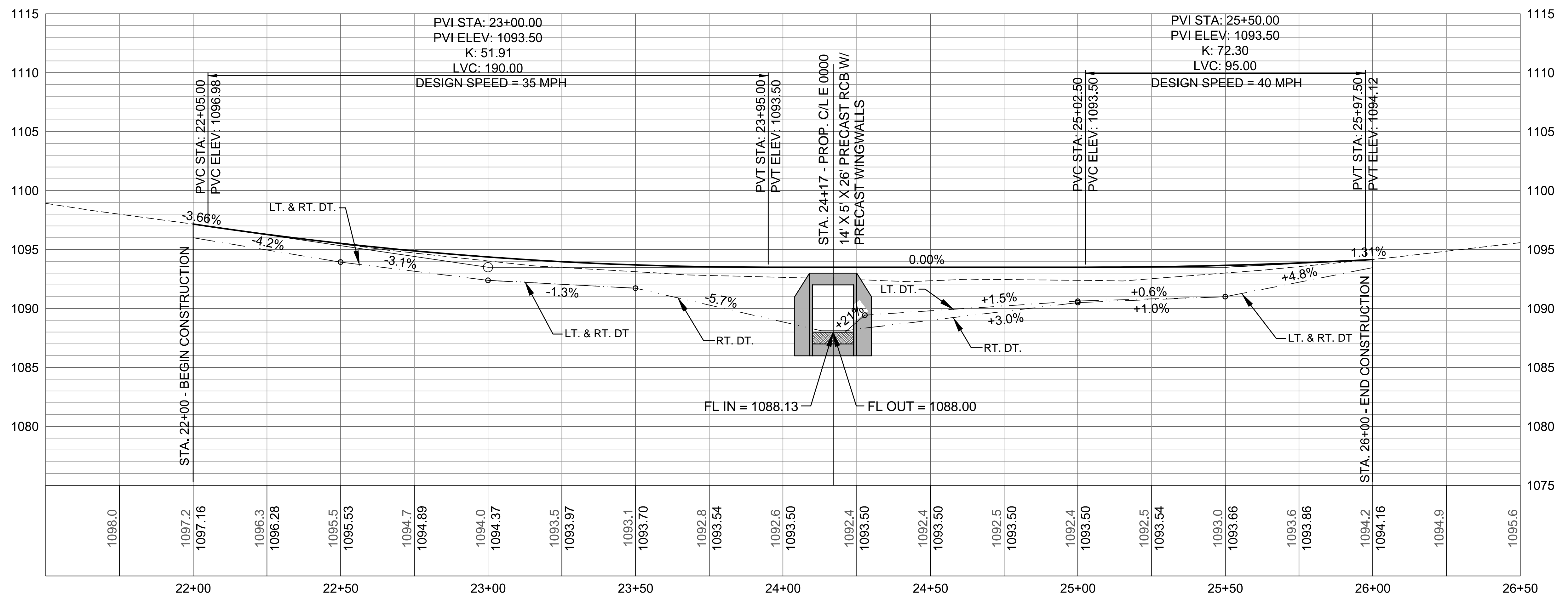
Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project: ROAD RECONSTRUCTION AND STORAGE
Project No.: 0120000
Designed By: A.S.
Checked By: T.G.
Drawn By: L.H.
Date: 3/2011

ROAD PLAN AND PROFILE SHEET
SHEET 4 OF 11

ROAD AND DRAINAGE IMPROVEMENTS FOR 01.26N 00.00E



REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "**Contract**") is made and entered into by and between Printing Solutions, a Kansas general partnership (the "**Seller**") and Douglas County, Kansas, Douglas County, Kansas, by and through the Board of County Commissioners (the "**Purchaser**").

1. **SELLER'S AGREEMENT TO SELL AND PROPERTY DESCRIPTION:** Subject to the terms and provisions of this Contract, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the real estate described in Exhibit "A" attached to and incorporated into this Contract, together with all improvements thereon, easements, leases, privileges, and appurtenances, if any, owned by the Seller and in any way related thereto (the "**Property**").

2. **CONSIDERATION:** Purchaser agrees to pay Seller for the Property the sum \$250,000.00 (the "**Purchase Price**") in the following manner:

(a) **Earnest Money Deposit.** No Earnest Money Deposit shall be required.

(b) The full amount of the Purchase Price shall be paid in cash at Closing, subject to adjustments, prorations, settlement costs, escrow fees and other costs agreed upon herein by Seller and Purchaser.

3. **CLOSING AND POSSESSION:** The "**Closing Date**" shall be on or before October 31, 2011 at the offices of the Commerce Title, L.L.C. (the "**Closing Agent**"). "**Closing**" means the settlement of the obligations of Seller and Purchaser to each other under this Contract, including the payment of the Purchase Price to Seller, the delivery to Purchaser of a warranty deed in proper form for recording so as to transfer to Purchaser fee simple title to the Property. Possession shall be given to Purchaser at the time of Closing.

4. **TITLE INSURANCE:**

(a) Before the expiration of 20 days after the Effective Date of this Contract, Seller shall deliver to Purchaser a preliminary owner's commitment for title insurance, with extended coverage (subject to a survey), issued through the Commerce Title, L.L.C. (the "**Title Company**"), describing the state of the title to the Property (the "**Title Commitment**"), together with documents evidencing any exceptions to coverage noted on the Title Commitment. Purchaser shall have 10 business days after delivery or after the Effective Date, whichever occurs last, to notify Seller in writing ("**Purchaser's Title Notice**") of Purchaser's objection to any title exceptions or other matters ("**Disapproved Title Matters**") contained in the Title Commitment; provided, however, that (i) Purchaser shall be deemed to have disapproved all mortgages, liens, and other matters securing a monetary debt, and (ii) Purchaser shall not disapprove of general exceptions that require a survey to remove unless a survey necessary to remove such exceptions exists. If Purchaser fails to deliver Purchaser's Title Notice within said time, Purchaser shall be conclusively deemed to have approved of the Title Commitment and all matters shown therein shall be permitted exceptions ("**Permitted Exceptions**").

(b) If Seller declines to remove the Disapproved Title Matters, or Seller is unable to remove the Disapproved Title Matters by the Closing Date, Purchaser may elect to either

accept title to the Property subject to the Disapproved Title Matters, which shall then be deemed Permitted Exceptions, or terminate this Contract.

5. **TITLE POLICY:** At the Closing, or as soon thereafter as may reasonably be possible, Seller shall, at Seller's expense, cause the Title Company to provide Purchaser with an owner's policy of title insurance (the "**Policy**") in the full amount of the Purchase Price, effective as of the Closing Date, insuring marketable fee simple title in Purchaser, subject to all Permitted Exceptions.

6. **SELLER'S REPRESENTATIONS:** Seller makes each of the following representations to the best of Seller's knowledge, each of which shall constitute a material part of the consideration for this Contract, to be accurate and true as of the date of this Contract, as of the Closing, and shall survive the Closing:

(a) Seller has full right, title, authority and capacity, subject to the rights of any secured creditors, lenders, and or bondholders, to execute and perform this Contract and to consummate all of the transactions contemplated in this Contract, and the person(s) who executes and delivers this Contract and all documents to be delivered to Purchaser under this Contract is and shall be duly authorized to do so.

(b) Seller has not has received any notifications, restrictions, or stipulations from the United States of America, the State of Kansas, or any political agency advising Seller of violation of environmental laws, and no such violation exists.

(c) The Property has direct access to and from one or more publicly dedicated streets, rights-of-way, highways or roads.

(d) Conveyance of the Property to Purchaser and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(e) No work has been performed and not paid for on or about the Property or to any improvements thereon prior to the date of this Contract that could give rise to any mechanics' or materialmen's liens.

(f) There are no legal actions, suits, proceedings or arbitrations at law or in equity against or affecting the Property (or Seller, with respect to the Property) that have been served on Seller as of the date hereof in any court or before or by an arbitration tribunal or regulatory or other governmental commission, department or agency, and there are no such actions, suits or proceedings pending or threatened affecting the Property.

(g) Seller has not received notice of any violations of any law, municipal or county ordinance or other legal requirement with respect to the Property (or any part thereof) or with respect to the use, occupancy or construction thereof which has not been cured.

(h) Neither this Contract nor anything provided to be done under this Contract violates or shall violate any contract, documents, understanding, agreement or instrument to which Seller is a party or by which it may be bound.

(i) There are no leases, licenses or occupancy agreements relating to the Property that will be binding upon Purchaser or the Property on or after the date of Closing.

As used herein, the term "Seller's knowledge", and like phrases, means to the actual, direct, present knowledge of any one or more of the current officers, trustees, directors and/or managers of Seller, without inquiry or investigation, and such persons shall not be obligated to perform any due diligence investigations in connection with making any representations herein.

7. **PURCHASER'S REPRESENTATIONS:** Purchaser makes each of the following representations to the best of Purchaser's knowledge, each of which shall constitute a material part of the consideration for this Contract, to be accurate and true as of the date of this Contract and as of the Closing, and which shall survive the Closing:

(a) Purchaser's performance of this Contract and the transactions contemplated in this Contract have been duly authorized and are legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(b) Purchaser has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated in this Contract.

(c) Execution of this Contract and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Purchaser is a party.

(d) Purchaser acknowledges that the Property is sold and conveyed by Seller, and, as of the Closing, is purchased and accepted by Purchaser, in its present condition, "As Is." Except as expressly provided in this Contract, no representations have been made by Seller, or anyone on Seller's behalf, to Purchaser as to the condition of the Property.

8. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE:** Each of the following conditions precedent must be satisfied in full, on or before the Closing Date, unless waived by the Purchaser in writing:

(a) The Property shall be in the same condition as on the Effective Date, reasonable wear, tear, and damage by the elements excepted.

(b) Seller shall not have failed materially to perform any of Seller's agreements or obligations under this Contract.

(c) Seller shall be able to deliver marketable title to the Property, as provided herein.

(d) All of Seller's representations shall be true and correct as of the Closing.

If any of these conditions precedent have not been satisfied or waived in writing by Purchaser on or before the Closing Date, Purchaser may give to Seller written notice of any unsatisfied conditions precedent, and Purchaser may either waive such condition and proceed to Closing, or immediately terminate Purchaser's obligations under this Contract by giving written notice of cancellation to Seller and Closing Agent. Following such cancellation except

for obligations or liabilities arising from a breach of this Contract by Purchaser or Seller, neither Purchaser nor Seller shall have any further obligation or liability to the other under this Contract.

9. **TAXES AND ASSESSMENTS:** Seller shall pay the real estate taxes and any installments of special assessments (if any) for all years prior to the year in which Closing shall occur. Real estate taxes and any installments of special assessments for the year in which Closing shall occur shall be pro-rated between the parties as of the date of Closing, with taxes and any installments of special assessments for such year accruing prior to the date of Closing to be paid by Seller, and taxes and any installments of special assessments for such year accruing following the date of Closing to be paid by Purchaser. All tax liability allocations shall be determined on the basis of taxes and assessments for the year prior to the year in which Closing shall occur, unless the actual amount of such taxes and assessments is known for the year in which Closing shall occur.

10. **CONDEMNATION:** Seller shall give Purchaser prompt notice of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur the taking or condemnation of all or any portion of the Property, then in such event the Closing shall take place as provided in this Contract without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing all of Seller's interest in and to all condemnation awards. Purchaser shall be entitled to reasonable information pertaining to any condemnation award, including the status of negotiations for the payment of a condemnation award.

11. **TERMINATION, DEFAULT AND REMEDIES:**

(a) **Permitted Termination.** If this Contract is terminated by either party pursuant to a right expressly provided for under this Contract (a "**Permitted Termination**"), other than resulting from a party's default, neither party shall have any further rights or obligations under this Contract, except as otherwise herein provided.

(b) **Default by Seller.** Seller shall be in default under this Contract if any of Seller's representations set forth in this Contract are untrue or inaccurate in any material respect or Seller shall fail to meet, comply with, or perform any material covenant, agreement, or obligation on Seller's part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination. Notwithstanding the foregoing, Seller shall not be in default for failure to perform any covenant, agreement, or obligation required of Seller under this Contract, the benefit of which accrues primarily to Seller. If Seller defaults under this Contract, Purchaser may either (a) enforce specific performance of this Contract, or (b) terminate this Contract by notice to Seller, thereby releasing Seller from all obligations under this Contract.

(c) **Default by Purchaser.** Purchaser shall be in default under this Contract if any of Purchaser's representations set forth in this Contract are untrue or inaccurate in any material respect or Purchaser fails to meet, comply with or perform any covenant, agreement, or obligation on Purchaser's part required within the time limits and manner required in this Contract, for any reason other than a Permitted Termination. Notwithstanding the foregoing, however, Purchaser shall not be in default for failure to perform any covenant, agreement, or obligation required of Purchaser under this Contract, the benefit of which accrues primarily to Purchaser. If Purchaser defaults under this

Contract, Seller shall have all remedies available at law and in equity, including specific performance.

12. **SELLER'S RESPONSIBILITIES:** During the period between the Effective Date and the Closing, Seller shall enter into no agreement with respect to the lease, operation or maintenance of any portion of the Property, without the prior written consent of Purchaser.

13. **NO ASSUMPTION OF SELLER'S LIABILITIES:** Purchaser is acquiring only the Property from Seller and is not the successor of Seller. Purchaser does not assume or agree to pay any liability, obligation or expense of Seller relating to the Property except to the extent provided in this Contract.

14. **EXPENSES AND CLOSING FEES:** At Closing, Seller shall pay the entire cost of the title insurance commitment and Policy and the full fee for recording any title correction instruments (but not the deed). At Closing, Purchaser and Seller shall each pay one-half the costs of the escrow charges and closing costs. All closing costs payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Purchaser shall deposit with Closing Agent cash in an amount sufficient to pay its share of closing costs. If the Closing shall not occur, because of Seller's default, Seller shall be liable for all customary escrow cancellation charges. If the Closing shall not occur, because of Purchaser's default, Purchaser shall be liable for all customary escrow cancellation charges. If the Closing fails to occur for any other reason, Purchaser and Seller shall each be liable for one-half the amount of all customary escrow cancellation charges.

15. **CONSTRUCTION OF TERMS, WAIVERS AND AMENDMENTS:**

(a) Paragraph headings are for convenience and shall not be used for interpretation or construction of this Contract.

(b) No waiver of any breach of any provision of this Contract shall be construed to be a waiver of any subsequent breach of such provision or any other provision.

(c) This Contract may be modified or amended only in writing, signed by both Seller and Purchaser.

(d) If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(e) This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile signatures of the contracting parties are acceptable and valid.

(f) The laws of the State of Kansas Shall govern the validity, enforcement, and interpretation of this Contract.

(g) Plurals shall be substituted for singular and vice-versa in any place in which the context may require.

16. **NOTICES:** Notices, demands, or other communications under this Contract shall be in writing and shall be deemed to have been given or submitted (i) immediately upon personal delivery, (ii) immediately upon confirmation of receipt by facsimile, or (iii) three days following deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested, addressed to Purchaser or Seller, as the case may be, at the Purchaser's or Seller's mailing address as set forth below:

Seller:

Terry A. Jacobsen, CEO
Printing Solutions
P.O. Box 3588
Lawrence, KS 66046
E-mail: terry@printing-solutions.com

Purchaser:

Craig Weinaug, County Administrator
Douglas County, Kansas
1100 Massachusetts Street
Lawrence, Kansas 66044
E-mail: cweinaug@douglas-county.com

17. **INTEGRATION:** This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property.

18. **INVALID PROVISIONS:** If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

19. **ASSIGNMENT:** Purchaser may not assign this Contract and any interest in or to the Property, in whole or in part, without the written consent of Seller.

20. **TIME OF THE ESSENCE:** Time is of the essence with regard to the parties' performance under this Contract.

21. **COUNSELING AND INTERPRETATION:** Both parties acknowledge the opportunity to obtain legal and tax counseling to review this Contract. The rule of law that a document is to be construed against the drafting party shall have no application to the interpretation of this Contract, as the parties acknowledge that the provisions of this Contract were negotiated at arm's length by the parties hereto, and shall be deemed to have been drafted by all of the parties hereto. Accordingly, the language in all parts of this Contract shall be construed in accordance with its fair meaning and not strictly for or against any of the parties hereto.

22. **NO BROKERS:** Purchaser and Seller acknowledge that (1) no person has acted as a broker in relation to the transaction contemplated by this Contract; (2) no broker has been

involved in the transaction contemplated by this Contract; and (3) no person is entitled to any commission or finder's fee upon the Closing of the transaction under this Contract. Each party shall indemnify and hold harmless the other from and against all liabilities, costs, damages and expenses (including reasonable attorney fees), arising from any claims for brokerage commissions or other similar fees in connection with the transactions covered by this Contract insofar as such claims shall be based upon arrangements or agreements made by such party or on its behalf. Such indemnity shall survive the Closing or any termination of this Contract and not be merged therein.

23. **1031 EXCHANGE**: In order to effect a tax-free exchange of their interests in the Property under Section 1031 of the Internal Revenue Code, Purchaser and Seller agree that either party may assign its interest in this Contract to and substitute an intermediary ("Intermediary") in place of itself as the Purchaser or Seller of the Property, as the case may be. Intermediary shall be designated in writing by the party making the substitution. Upon identification of Intermediary, Intermediary shall be substituted for the party making the substitution. Each party agrees to accept performance from Intermediary and to render its performance of all of its obligations to Intermediary. Each party agrees that performance by Intermediary will be treated as performance by the other party and performance to Intermediary will be treated as performance to such party. The party making such substitution shall unconditionally guarantee the full and timely performance by Intermediary of each and every one of the representations, warranties, covenants and obligations of Intermediary. As guarantor, the party making the substitution shall be treated as a primary obligor with respect to these representations, warranties, covenants and obligations and, in the event of a breach, the other party may proceed directly against the party making the substitution on its guarantee without the need to join Intermediary as a party to any action.

24. **FACSIMILE SIGNATURES**: For the purpose of this Contract and any addendum or amendment to this Contract, Seller and Purchaser agree to accept facsimile signatures and initials as originals.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Contract is executed by the parties on the dates indicated, with the "Effective Date" of this Contract being the date signed by the last party to sign.

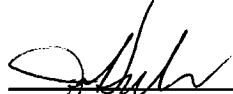
SELLER:

Printing Solutions,
a Kansas general partnership



By: Terry A. Jacobsen
Title: General Partner

Dated: 9-16, 2011



By: John D. Hutton
Title: General Partner

Dated: 9-16, 2011

PURCHASER:

Douglas County, Kansas, by and through
the Board of County Commissioners

By: Jim Flory, Chair

Dated: _____, 2011

EXHIBIT A

Legal Description

A tract of land situated in the Northeast Quarter of Section 9, Township 13 South, Range 20 East of the 6th Principal Meridian, in the City of Lawrence, Douglas County, Kansas, described as follows:

Beginning at the Northeast corner of Lot 1, Franklin Park Addition No. 1, an Addition to the City of Lawrence, Kansas; thence South 80° 47' 35" East, 580.38 feet; thence South 09° 12' 25" West, 66.71 feet; thence on a 340.00 foot radius curve to the left, with a 63.75 chord bearing South 03° 49' 40" West, an arc distance of 63.84 feet; thence South 01° 33' 06" East, 118.28 feet; thence South 88° 55' 55" West, 554.73 feet; thence North 01° 04' 05" West, along the East line of said Lot 1 and its Southern extension, 350.95 feet to the point of beginning.




**DOUGLAS COUNTY
EMERGENCY COMMUNICATIONS**

Judicial and Law Enforcement Center
111 E. 11th Street
Lawrence, KS 66044-2912
(785) 832-5237 Fax (785) 832-5206
www.douglas-county.com

September 23, 2011

To: Douglas County Commission

From: Scott W. Ruf, Director of Emergency Communications 

Re: Smart 911

Cc: County Administrator Weinaug, Sheriff McGovern, 9-1-1 Advisory Board

Douglas County Emergency Communications and the 9-1-1 Advisory Board are seeking approval of entering into an agreement with Rave Mobile Safety to provide supplemental 9-1-1 data from callers in emergency situations to our Emergency Communications Center.

The Smart 911 solution allows citizens to enter information through a secure website that they want to make available to 9-1-1 dispatchers in the event they call 9-1-1. The solution will work with any telephone number a citizen registers, but with the increased number of wireless calls (over 70%) being answered by the 9-1-1 center additional information about a citizen's residence and location would be easily obtained and confirmed by dispatchers. Information is also made available to police, fire and EMS in the field helping them respond more quickly and effectively.

Douglas County has the opportunity in partnership with Kansas University who already uses Rave Mobile Safety's alerting system for on campus emergencies to provide another resource to citizens and first responders in an emergency.

The cost for the program is \$18,600 per year for five years and provides licenses for both Douglas County's Emergency Communications Center as well as Kansas University's Communications Center. The program would be funded from the County's 9-1-1 funds which are fees currently collected for landlines and cell phones. By using 9-1-1 fee funds there will no impact to the general fund budget of the county.

Supplemental data for 9-1-1 call takers





What PSAPs are saying:

PSAP Directors:

"Smart911 provides us with critical information about callers that will help us more efficiently process emergency calls. It's enhancing our service today, and as we move towards a Next Generation 9-1-1 infrastructure (NG9-1-1), we will be able to use this information to provide even more robust capabilities to our citizens. We certainly believe Smart911 is going to save lives and it's going to save time."

Duane Phillips - Director - Nashville Emergency Communications Center

"We have found that additional information is especially helpful when we receive 9-1-1 calls from cellphone users, citizens with disabilities or impairments, as well as calls from homes with young children and the elderly. Those individuals need special consideration and Smart911 can better prepare our team to help."

David Lucas - Director - Lexington 9-1-1

"We may get a call that there's a victim down at a residence. With Smart911 we would automatically know that there's a possibility that this person could be having an allergic reaction and we would be able to forward that information to first responders so they would know prior to arriving on the scene."

Lisha Corn - Director - Henderson County 9-1-1

"Smart911 provides our 9-1-1 center with powerful new capabilities that enhance our ability to address emergencies. Before Smart911, the process to disseminate a photograph during an Amber Alert took at least an hour."

Noah Reiter - Assistant City Manager - Sandy Springs

"We've had incidents in the past year where the information provided by Smart911 would have been extremely helpful, and we are excited about the opportunity to further improve the service level we are providing to the citizens of Dixie and parts of Taylor County."

Chuck Elton - Director - Dixie County 9-1-1

"With Smart911, we receive critical information about callers during a 9-1-1 call, such as their name, address, medical condition, and rescue-related information that can prove vital in an emergency."

Grant Hickey - Johns Creek's Co-Executive Director - ChatComm

"We certainly believe Smart911 is going to save lives"

"Smart911 provides our 9-1-1 center with powerful new capabilities"

Referenceable PSAPs include:



Industry participation:

- APCO Emerging Technology Committee
- NENA LTD VOIP (NG9-1-1) Committee
- NENA Additional Data Working Group
- 911 Industry Alliance



What responders are saying:

First responders / community leaders:

"Smart911 is changing the way 9-1-1 responds to citizens with special needs - like the hearing impaired. For our community, this non-verbal, supplemental data can be the difference between a needless tragedy and a life-saving 9-1-1 response."

Donice Kaufman - Director of Wellness and Youth - Bridges (formerly League for the Deaf & Hard of Hearing)

"Smart911 is an extremely valuable service for individuals with special needs, including the blind. The information provided to 9-1-1 can be life saving and also provides peace-of-mind to family members knowing that first responders are aware of their loved ones special needs."

John Oliveira - President - Association of Blind Citizens

"When an emergency strikes, information can save lives. The Smart911 program is a good way to make sure emergency responders have the information they need when they need it. It's free, and it can save your life or the life of someone you love."

Douglas Henry - TN State Senator

"Smart911 improves the effectiveness of our communication center staff by instantly providing crucial information, allowing us to deliver an enhanced level of service. As an example, it provides the ability to associate secondary contact information with an address, enabling call takers to contact a sibling if there is an emergency at an elderly parent's home."

Richard Price - Fire Chief - San Ramon

"Through Smart911 and Smart911 SMS, we are able to identify individuals who are hard of hearing and communicate with them via SMS on their mobile phone."

Terry Sult - Chief of Sandy Springs' Police Department - ChatComm

"The most important tool we have in responding to any critical incident is information. Smart911 delivers valuable critical care and emergency information about you and your family into the hands of first responders before they arrive, and ultimately can help save lives."

Dr. Gary J. Margolis - Managing Partner - Margolis, Healy & Associates, LLC

"It can save your life or the life of someone you love"

"Smart911 improves the effectiveness of our staff"

"Supplemental data can be the difference between tragedy and life-saving response"

Referenceable first responders include:



Industry participation:

- APCO Emerging Technology Committee
- NENA LTD VOIP (NG9-1-1) Committee
- NENA Additional Data Working Group
- 911 Industry Alliance



Smart911
Supplemental data saves lives

What is Smart911?

How it works

Smart911 allows citizens to share information in advance so 9-1-1 operators have it in case of a call

Smart911 allows citizens to enter information through a secure web site that they want to make available to 9-1-1 operators in the event they call 9-1-1.

When they call 9-1-1 the data automatically displays on the call takers work station and is also made available to police, fire and EMS in the field helping them respond more quickly and effectively. It works seamlessly in today's infrastructure as well as future Next-generation solutions where the supplemental ALI data we provide can be used in more sophisticated call routing and handling functions.



Citizens may enter and maintain personal information on a secure website that can assist call takers in identifying health and rescue information or additional location information.

The solution will work with any telephone number a citizen registers...but with the increased number of wireless calls (70% or more) being answered by PSAPs additional information about citizens residence and location are now easily obtained and confirmed by the Call Takers.

The Smart911 solution is citizen updated and maintained. The information your call-takers will see is no older than 6 months. Smart911 requires citizens to confirm and update information at least once every 6 months. Smart911 has e-mail and voice reminders in place to serve as a reminder to the public.

Real world use cases



Missing child

With Smart911, the 9-1-1 operator can see a high quality photo of the missing child, issue an Amber Alert and forward the photo to field officers immediately after the call. A map of the child's last known location is included.



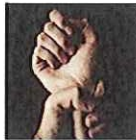
Confused or disabled caller

With Smart911, the 9-1-1 operator can view the medical profile of a confused or disabled caller. If an Alzheimer's sufferer cannot remember his/her home address or an Asthma sufferer is unable to speak, the 9-1-1 center will still be able to effectively dispatch help.



Deaf or hard-of-hearing caller

Over 20 million Americans are hard-of-hearing. For these people and anyone else who may have trouble communicating with a 9-1-1 dispatcher over the phone, Smart911 offers an innovative way to both preload data and communicate via SMS.



History of domestic violence

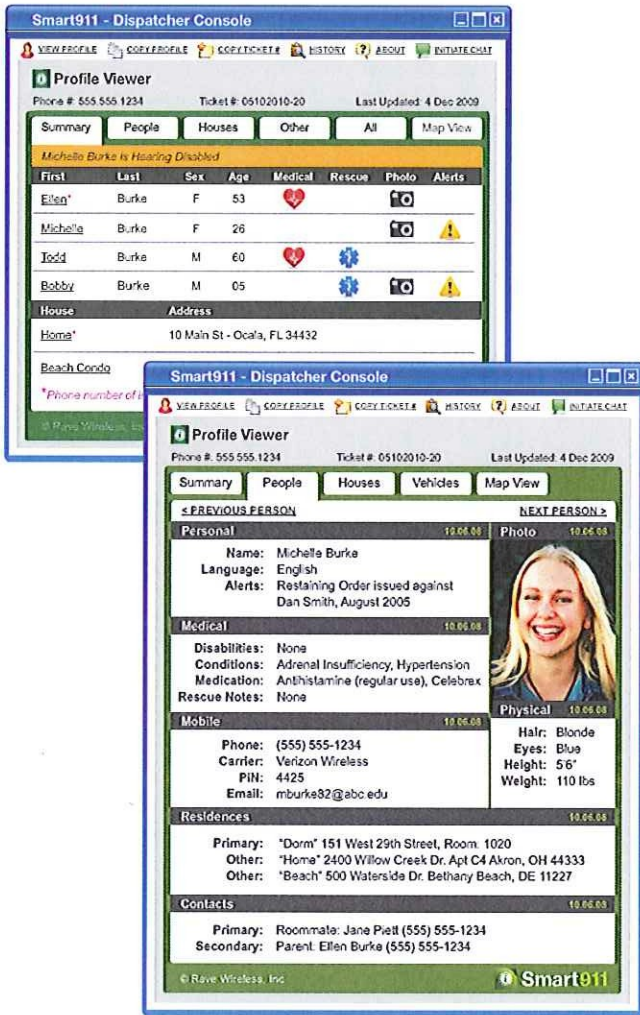
With Smart911, the 9-1-1 operator can see if a household has a history of domestic violence. If there's a hang-up call or a caller that suddenly cancels her request for help, the 9-1-1 operator can notify police to still pursue the call and speak with the caller in private.

Smart911 is a national database that works with 9-1-1 calls from landlines as well as those placed on cellphones

How does Smart911 work?

Simple interface

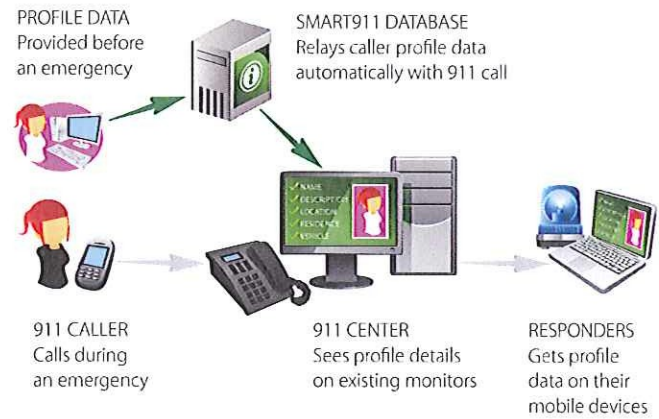
The Smart911 call-taker console is a simple, easy-to-navigate onscreen pop-up with information in clearly marked tabs. It does not distract from or interrupt existing call handling methods.



Easy to deploy

The implementation is quick and easy - usually under an hour for a 5 station set-up. Smart911 ensures the data is kept up-to-date and has numerous process to manage it. We even provide 24x7 support.

Smart911 displays alongside the traditional call taking interface and doesn't affect call routing in anyway (unless you want to use Smart911 data to do so). Here's how it works:



How does it compare?

Calls with Smart911

At PSAPs that have Smart911 in place, the call taker gets ANI, ALI, and supplemental ALI data all provided in real-time with a call - regardless of the device that it comes from. This results in:

- Reduced call handling times with simple, quick confirmation discussions, e.g. "Are you calling from your home at 123 Main St" and no transcription errors
- Immediate identification of important dispatching details such as the need for a special lift, a hidden driveway, known medical conditions, or lost child photo
- Citizen provided data that is managed to ensure it is current and accurate
- Accurate physical addresses on mobile phones



Calls **without** Smart911

At PSAPs without Smart911, the call taker gets ANI and ALI data and potentially a premise or hazard flag note is associated with some landline phones. This results in several common problems:

- Lengthy conversations clarifying location and nature of condition, often with a caller who is difficult to understand
- Unreliable premise notes that have not been maintained, resulting in dispatching complexity
- Time consuming and error prone processes for additional data collection
- Costly and liability-ridden management of citizen provided custom hazard data



Fully interoperable



Smart911 delivers rich profile information utilizing today's infrastructure and seamlessly migrates to a NG9-1-1 IP based system. Secure web services-based interfaces enable simple integration into any environment, as well as delivery of profile information to chosen first responder data devices.

Smart911 profiles are created in advance by residents. The Smart911 Database holds this info in escrow and automatically delivers it to 9-1-1 operators during a 9-1-1 call, without disrupting their normal processes. The information is all self-managed data so the responsibility of keeping the data fresh rests on the user.

What can citizens share?

Citizens decide what to share

It's entirely up to each citizen to decide how much information they want to share about themselves and their families. They can upload everything from photos to physical descriptions. They can describe the layout of their house, the make of their car and the composition of their families - even pets.

Every family is different, and may choose to utilize the service differently. Smart911 understands this and gives citizens the flexibility and personalization they want. Allowing them to fillout any or all of the Smart911 fields.

With Smart911, citizens can securely share their family's medical history so that - in a real emergency - paramedics are aware of any complications and don't have to question injured or delirious victims. Everything from a history of heart attack or stroke to mild Alzheimer's or a severe psychiatric condition can help paramedics respond better.

Smart911 also provides innovative ways for special needs groups - like the deaf - to communicate during an emergency.

100% private and secure

Citizen's profile information is private and secure. Smart911 is designed with the redundancy and reliability necessary for emergency operations. The hosted components of the service reside in redundant, secure, and geographically dispersed data centers across the United States.

Data security is also of critical importance. Smart911 utilizes the latest in data security measures to protect resident information. Additionally, when Smart911 is implemented, the connection methods between your PSAP and the Smart911 database are secured, as well.

Optional fields include

Personal Information

-  Cell phone number
-  Caller's name
-  Caller's location
-  Physical description
-  Age / gender
-  Caller's photo

Household Details

-  Family profile
-  Photos of children
-  Household access
-  Pet information
-  Emergency contacts
-  Vehicle information

Medical Informations

-  Medications
-  Medical conditions
-  Psychiatric conditions
-  Allergies
-  Rescue notes

Special Needs

-  Disabilities
-  Disorders
-  Impairments
-  Non-English

What about adoption?

Getting the word out

Smart911 has developed a turn-key solution to help its PSAPs educate their citizens about the availability and features of Smart911. This toolkit of materials includes examples of best practices, customizable assets for both web and print, and templates for sending emails and newsletters to a variety of groups. The collection of guides and assets helps our clients enroll local organizations and area leaders to foster awareness and drive citizen registration.

For starters Smart911 works with PSAPs to help them author a website for disseminating information, answering common questions and driving registration. Once this is in place, Smart911 shows PSAPs how to utilize existing channels and resources like mailing lists; create custom print materials; prepare for local news coverage appearances and select special needs groups to leverage.

Typically, the first wave of materials are "general marketing" materials - that explain the value of the service to the average citizen (shown right). Beyond that, Smart911 works with PSAPs to develop custom materials targeting select "At-Risk" groups (shown below). The two sets of campaigns run concurrently have shown to greatly impact user adoption of Smart911.

Targeted materials for At-Risk groups:

Deaf and Hard of Hearing

Parents of Children K-12

Elderly Caregivers

Families with Severe Allergies

Physically Disabled

Families with Autistic Children

Pet Owners

Mentally Disabled

Victims of Domestic Violence

Senior Citizens



Smart911
Supplemental data saves lives

Other questions:

Frequently asked questions:

How does Smart911 work?

Smart911 allows citizens to create profiles for themselves and their families with critical, potentially life-saving information. This information can include things like medical histories, disabilities, allergies, rescue needs, domestic violence histories, home and work addresses, and even photos of individual family members. This profile can then be tied to multiple phone numbers, including mobile and VoIP phones, and if that citizen calls 9-1-1 from a subscribing phone (that is, a phone number that has been registered and verified with Smart911), Smart911's automatically displays that profile for the 9-1-1 telecommunicator.

Is citizen information secure?

Smart911 utilizes the latest in security technologies to ensure all information being held in the system is kept secure and only made available to 9-1-1 and emergency responders in the event of an emergency. Smart911 also has annual security audits conducted by an independent third party, and meets or exceeds the requirements every year.

Who enters and maintains citizen information?

Citizens do. Subscribers decide how much or how little information to register with Smart911. They may change, add, and remove information whenever they choose to do so, and it is their responsibility to keep the information up-to-date. If a citizen does not log-in to Smart911.com and verify that their information is still current at least every six months, it will not be displayed when they call. Accounts do not expire, they are simply hidden from telecommunicators until the information is verified by the citizen.

Can 9-1-1 operators look up a Smart911 profile if that citizen hasn't called 9-1-1?

No. To protect citizen privacy and maintain trust in the system, Smart911 information is only made available when a call is made to 9-1-1 from a registered and verified phone.

How much does Smart911 cost citizens directly?

Smart911 service is free to individual subscribers. Services are paid for by public agencies thus ensuring free and equal access to all citizens of the community.

Will Smart911 work with our CAD system?

Smart911 does not interact or integrate directly with your CAD system, so it will work in the presence of any CAD system or in environments with no CAD system at all. Smart911 only requires a small application to be installed on one of the workstation systems, and can sit idle in the background until needed.

Do our workstations need Internet access?

No. The Smart911 CPE server can provide profile data directly to individual workstations without the workstations themselves having direct access to the Internet.

Is Smart911 profile information available to units in the field?

Yes. Every time a citizen calls 9-1-1 and their Smart911 profile is accessed, that incident is assigned a unique ticket number. This ticket number can be used to retrieve the profile in our web-based viewer application, which can be accessed from any Internet-capable mobile data terminal or AirCard-equipped laptop.

How does Smart911 encourage citizens to sign up?

Marketing to citizens is a very important part of the Smart911 deployment process. To that end, Smart911 has a roll-out package that includes templates for announcement emails, banner advertisements, press releases, fliers, and take-home forms for students. Furthermore, the Smart911 marketing team has a full-time staffer dedicated exclusively to citizen marketing, and will work closely with you to tailor the roll-out process to your specific needs.



What the press is saying:

Recent headlines:

BusinessWire.com

9-1-1 Upgraded for Four Million Citizens

FRAMINGHAM, Mass.—(BUSINESS WIRE)—Rave Mobile Safety, a leading provider of software safety solutions, today announced that Smart911 is now available to nearly 4 million users, across multiple municipalities and states through their Public Safety Answering Points (PSAPs). In its first year of availability, Smart911 has been deployed in over a dozen states and is making communities safer...

GovTech.com:

911 Responders Aided by Online Citizen Profiles

SANDY SPRINGS, Ga. — Two Georgia cities have implemented software that allows citizens to create online profiles that assist emergency responders when answering 911 calls. If a citizen calls in a 911 emergency and has a Smart911 profile, the emergency call taker forwards the person's profile information that's relevant to the emergency to first responders, Reiter said. For example, if a parent is a registered Smart911 user and has a photo of his or her child on the profile, that photo can be sent to emergency responders if the parent reports the child missing...

ABC News - WSBTV.com:

911 Upgrade Allows Operators To See and Hear Callers

SANDY SPRINGS, Ga. — In an emergency, every second counts. Now, a local 911 center has a few features that could save critical seconds and give emergency workers crucial information before callers say a word. The program could also be helpful if a child is missing. Dispatchers will already know what he or she looks like and can send that information directly to police officers in the field...

PriorityDispatch.com

New 911 Program Aims to Quicken Emergency Dispatch

SAN RAMON, Ca. — Rather than hoping people will keep a family medical history, a list of medications they take, allergies, contact info for family members, etc., somewhere easy for emergency responders to find when they arrive at a person's house following a 9-1-1 call for help, now a San Ramon Valley Fire Protection District dispatcher can access all of that information (as long as it's been previously provided) before responders ever arrive...

Recent coverage:



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What is Smart911 SMS?

Added SMS capabilities

Over 4 billion SMS messages are sent each day in the U.S. It has become the preferred mode of communication for many mobile phone users who now represent 65% of 9-1-1 calls nationwide. In situations where the caller is hearing impaired or where voice conversation is unsafe, SMS may be the only viable alternative to communicate with first responders.

Smart911 SMS provides public safety with a solution for SMS-enabling their PSAP on today's infrastructure – enhancing communication and speeding response with those whom you would otherwise not be able to communicate.

Smart911 leverages today's robust 9-1-1 system and allowing telecommunicators the option of reverting to standard voice communications when necessary.

NG9-1-1 is designed to support robust messaging over SMS between PSAPs and callers, but the necessary infrastructure to support this broadly is years away. Smart911 provides telecommunicators with the option of communicating over SMS today.

Over 20 million Americans are deaf or hard of hearing

The only ubiquitous solution

Smart911 SMS enables SMS communication with participating 9-1-1 centers over today's infrastructure and on all devices. Other solutions attempt to facilitate SMS communication on today's infrastructure but fall short on one of a number of fronts.

First, they may only work on a small subset of wireless carriers. Unfortunately, public safety cannot discriminate on services or show preference for a certain provider.

Second, they may require special downloads, only work on smartphones or require expensive data plans. Often the communities most in need of SMS communication may be economically disadvantaged and not able to afford these special services.

A third option involves risky manual processes and transfers using custom call centers. While third party call centers may work for customer service issues they are not a best practice for emergency communications.

How it works

A caller dials 9-1-1 using any mobile phone. The call is routed over the existing 9-1-1 network to the appropriate PSAP

The Smart911 client immediately notifies the answering telecommunicator that the caller is unable to communicate via voice communications and wishes to communicate via SMS



The telecommunicator initiates a 2-way SMS "chat" with the call taker through the Smart911 SMS client

Key benefits

- ✓ Works across all wireless carriers and regions without a special download or expensive data plan
- ✓ Leverages existing wireless call routing, redundancy, and logging
- ✓ Maintains direct session between call taker and caller even if caller crosses PSAP boundaries
- ✓ Supports location rebidding on select carriers even when caller is not on voice call
- ✓ Easily installed and supported software-as-a-service model
- ✓ Fully redundant and secure
- ✓ Work seamlessly with all existing call taking and CAD products
- ✓ Successfully processing millions of messages per month with 99%+ deliverability success