

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, DECEMBER 21, 2011

4:00 p.m.

-Convene

-Consider approval of minutes for October 19, October 26, November 16 and November 30, 2011.

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider approval of the proposal for Construction Engineering Services (Force Account) for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River (Keith Browning);
- (c) Authorize the Public Works Director to approve Supplemental Agreement No. 1 with BG Consultants at a not-to-exceed cost of \$16,740.00 for construction engineering services for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River. (Keith Browning)

REGULAR AGENDA

- (2) Authorize use of recommended template to execute performance agreements for Natural and Cultural Heritage Grants projects (Sarah Plinsky)
- (3) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Building Code Board of Appeals - vacancy**
 - Lawrence-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**
 - (d) Public Comment
 - (c) Miscellaneous
- (4) Adjourn

WEDNESDAY, DECEMBER 28, 2011-Tentatively Cancelled

WEDNESDAY, JANUARY 4, 2012

6:35 p.m.

-Receive Long Range Planning 2012 Work Program. Scott McCullough will present the item.

-CUP-10-5-11: Consider a Conditional Use Permit for Good Earth Gatherings, a recreation facility, to provide community outreach, education, and ancillary retail sales on approximately 10.5 acres, located at 858 E 1500 Rd. Submitted by Tamara Fairbanks-Ishmael, property owner of record. (PC Item 3; approved 9-0 on 12/12/11) Sandra Day will present the item.

-Approve Text Amendments, **TA-3-3-10**, to the joint city/county subdivision regulations in the City of Lawrence Land Development Code, Chapter 20, Article 8 and the Douglas County Code, Chapter 11, Article 1 to revise process requirements for division of property through Certificates of Survey, Minor Subdivisions and Major Subdivisions. Modifications include reformatting this article/chapter to eliminate duplicative text and to delete terminology not used. *Initiated by City Commission on 2/16/10. Re-initiated by Planning Commission on 5/23/11. Deferred by Planning Commission on 10/26/11.* Adopt Joint City **Ordinance No. 8690**/County

Resolution No. _____, for Text Amendments (TA-3-3-10) to the joint city/county subdivision regulations in the City of Lawrence Land Development Code, Chapter 20, Article 8 and the Douglas County Code, Chapter 11, Article 1 to revise process requirements for division of property through Certificates of Survey, Minor Subdivisions and Major Subdivisions. (PC Item 6; approved 8-0-1 on 12/12/11) Sheila Stogsdill will present the item.

WEDNESDAY, JANUARY 11, 2012

4:00 p.m.

Presentation from Westar about tree trimming program (Chad Luce)

6:35 p.m.

-CUP-10-6-10: Consider a Conditional Use Permit (as deferred from the 12/07/11 meeting) for Kaw Valley Eudora Sand Facility, located at 2102 N 1500 Road, NE of SW Cor. SW ¼ S32-T12S-R21E, on approximately 196.58 acres. Submitted by Landplan Engineering, P.A., for Kaw Valley Companies, Inc., contract purchaser, for James and Ronda Bigger and Wellsville Bank, property owners of record. (Sandra Day is the Planner)

WEDNESDAY, JANUARY 18, 2012

Public hearing on shift of district map

WEDNESDAY, JANUARY 25, 2012

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.*

MEMORANDUM

To : Board of County Commissioners

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

Date : December 12, 2011

Re : Consider approval of Proposal for Construction Engineering Services
Construction engineering services for Route 1057 bridge over Wakarusa River
Bridge No. 13.00N-19.00E
Project No. 23 C-4123-01

KDOT will open bids for the referenced bridge replacement project in January 2012 with construction beginning around March 1 and finishing in November 2012. This department will perform construction engineering (inspection) duties for the project. Federal funding administered through KDOT will cover 80% of construction and construction engineering costs.

Attached is a Proposal for Construction Engineering Services (Force Account) form we must submit to KDOT for approval. The proposal includes a total cost estimate of \$181,401.04 for this department to provide construction engineering services. The total cost estimate includes \$16,740 for BG Consultants to assist this department in providing these services.

Approval of this proposal will allow this department to submit construction engineering costs to KDOT for 80% reimbursement. Other than \$16,470 for BG Consultants, the total cost estimate of \$181,401.04 is for department personnel hours, overhead, and equipment costs.

Action Required: Approval of the Proposal for Construction Engineering Services (Force Account) for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River.

Project No. 23C-4123-01

City of _____

Douglas County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Force Account)

The City/County of Douglas, hereinafter referred to as the "LPA" (Local Public Authority) has reviewed the plans and specifications for the above noted project and based on this information, the LPA submits the following proposal to perform the construction engineering:

1. The LPA desires to perform the construction engineering work for the on-site inspection and testing, contract administration and may include surveying on the above noted project.
2. The LPA desires to perform the work in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.
3. The LPA has stated that it X does or ___ does not desire federal participation in the cost of the construction engineering services for this project.
4. The work performed by the LPA will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The LPA agrees to:

- (1) Attend all conferences designated by the Kansas Department of Transportation (KDOT), or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall serve as the LPA's Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer.

The use of non-certified inspector(s) for this project will be limited to specific work after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform all field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the LPA's services, and to check or test it prior to use on the Project.
- (7) Provide for LPA personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not meet requirements of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required prior to the incorporation in the work have been received.

Keep such daily diaries; logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the PROJECT, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (9) Prepare and submit, if desired by the LPA, partial payment invoices for services rendered by the LPA, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the LPA in the performance of the Agreement, upon completion or termination of the Agreement.
- (11) Return, upon completion or termination of the Agreement, all Manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The LPA shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the LPA.
- (14) Comply with OMB Circular No. A-128.
- (15) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
 1. A revised list of bench marks
 2. Location of government bench marks
 3. Major changes in alignment
 4. Major changes in grade line

5. Established references on cornerstones
6. Major changes in location of drainage structures
7. Major changes in flow line of drainage structures
8. Drainage structures added or deleted
9. Any change of access control

b. Bridges

1. Changes in stationing
2. Changes in type, size or elevation of footings
3. Changes in grade line

5. The services performed by the SECRETARY will be as per terms of the Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

- (1) Make available to the LPA sufficient copies of the Contract Documents, plans, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the LPA to perform the services under this Agreement for the Project to the same standards required of the KDOT's personnel.
- (2) Provide for the use of the LPA a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the LPA to perform the services under this Agreement to the same standards required of the KDOT's personnel.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the LPA until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
- (5) Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.
- (7) Provide, through the Field Engineer and the District staff, such assistance and guidance to the LPA as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.

- B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.
6. The LPA has been advised that the anticipated services to be performed will start in 2012, and be completed by 2013 with the estimated number of contractor working days 165.
7. The LPA will save the SECRETARY and the SECRETARY's authorized representatives harmless from all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.
8. The LPA will make all documents and accounting records pertaining to the cost of the services for the Project available at the LPA's office to representatives of the SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
9. The LPA will comply with all federal, state and local laws and ordinances applicable to the work to be performed hereunder.
10. The Force Account total cost proposal proposed by the LPA for the performance of work is supported on the Attachment Marked "Exhibit A". The LPA will request reimbursement of the Federal Share of the actual costs not to exceed the upper limit of compensation. The fees proposed are as follows:
- A. The Actual Costs (upper limit of compensation for work detailed in this proposal) amount of \$181,401.04.
- B. Other _____

11. The LPA will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.
12. The LPA may request a partial payment each month; however, partial payment requests will be limited to \$1000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the SECRETARY. Final payment to the LPA should be made within ninety (90) days after receipt of proper billing and final approval by the SECRETARY.
13. The LPA's accounting system, cost records and overhead factors may have to be reviewed by the SECRETARY's Fiscal Management Department at the time a three (3) party agreement is prepared by the SECRETARY.
14. It is understood by the LPA that if the LPA does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.

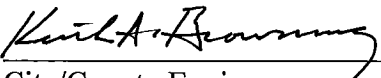
15. The LPA's project Engineer/Project Manager for this project will be Doug Stephens
whose Certification Number is 730 (expiration date is 4/17/2012) and
whose work address is 1242 Massachusetts, Lawrence, Kansas 66044
and mailing address is Same as Above
and work telephone is (785) 832-5293.

The Chief Inspector for the LPA for this project will be Nolan Packard
whose Certification Number is 1896 (expiration date is 2/19/2015 and whose work
address is 1242 Massachusetts, Lawrence, Kansas 66044
and mailing address is Same as Above
and work telephone is (785) 832-5293.

16. The above proposal indicates our interpretation of the work to be performed by the LPA. Additional information will be furnished as required.
17. The LPA requests the KDOT to prepare an Agreement for the performance of the described construction engineering work by the LPA.

Recommend for Approval:

Appropriate Local Official:


~~City~~ County Engineer

Mayor/Chairperson of
Board of County Commissioners

Member

Member

Date

DOUGLAS COUNTY PUBLIC WORKS
KDOT PROJECT NO. 23C-4123-01
SUPPLEMENTAL LPA EMPLOYEE INFORMATION
December 9, 2011

EMPLOYEE NAME	EMPLOYEE #	TITLE	RATE/ HOUR
DOUGLAS A. STEPHENS	109	ET IV - INSPECTION	\$31.07
NOLAN PACKARD	154	ET III - INSPECTION	\$28.27
CHARLES QUINN	119	ET III - INSPECTION	\$27.44
TERESE GORMAN	104	ENGINEERING MANAGER	\$49.07

Exhibit A based on salaries shown above.

Technician salary based on average inspection section employees (Emp. # 109,119,154)

Engineer salary based on the actual salary of our Engineering Division Manager (Emp. # 104)

Listing of Inspection Staff

The following personnel are available to perform work on project 23C-4123-01 when required

Certification and Expiration Dates

Name	Cert No.	INSPECTION						TESTING											QC/QA ASPHALT	QC/QA CONCRETE
		BI	API	CPI	STR	IMSA	II AC	ACI AGF	ACI AGL	AMF	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC		
Doug Stephens	730	4/12	4/12	4/12	4/12						3/15		3/16					1/13		
Nolan Packard	1896	2/15	2/15	2/15	2/15			1/13			3/15					2/13		1/13		
Charles Quinn	1981	12/14	12/14	12/14	12/14			1/13			3/15			3/14				3/15		

DOUGLAS COUNTY PUBLIC WORKS
2011 FRINGE BENEFITS
(Computed 2/17/2011)

53 Full Time Employees (Jan. 2011)

Total Employee Hours = 53 x 2080 hours = 110,240 Hours

Total Permanent Salaries (Regular Time) (4 Funds) = \$2,462,305

	Regular Time	O.T.
FICA/MEDICARE (Changes January) =	7.65%	7.65%
KPERs (changes January) =	7.74%	7.74%
Unemployment Insurance (changes January) =	0.54%	0.54%
Worker's Compensation (Spring) =	5.55%	5.55%

Health Insurance (changes June):

Average monthly insurance = \$574.50 (Avg)
Number of employees = 53
Months/Year = 12

Total Insurance cost for 1 year = \$365,382.00
(\$574.50 x 53 x 12)
\$365,382.00 / \$2,462,305

14.84%

Types of Leave:

	Hours (2010)
Comp. Time (Act. 63)	2545.25
Holiday Paid (Act. 54)	3187.00
Vacation Paid (Act. 50)	6252.50
Discretionary/Personal Holiday (Act. 56)	920.00
Sick Leave Paid (Act. 51)	3526.25
Funeral Leave Paid (Act. 53)	247.50
Total Leave Paid in 2010 =	16,678.50

Total Hours Leave/Total Employee Hours
16,678.50 / 110,240.00

15.13%
51.45% 21.48%

REG. TIME O.T.

FRINGE BENEFITS FOR TECHNICIANS: 51.45% 21.48%

Attachment 10 - Construction Engineering Worksheet (Inspection)

Note: This spreadsheet is available to assist you with your inspection estimate to be forward to KDOT's approval. You may manipulate this form to your satisfaction.

Project No. 23C-4123-01
 City of _____
DOUGLAS County

Supporting Data Sheet
 for
 ESTIMATE OF ENGINEERING FEE

A. Direct Payroll

Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hrs.</u>	<u>Rate</u>	<u>Extension</u>
1. Field Inspection daily contract documents	Eng(s) &/or Mang.	<u>160 @</u>	<u>\$49.07 =</u>	\$7,851.20
	Techn(s)	<u>2750 @</u>	<u>\$28.93 =</u>	\$79,557.50
Subtotal				\$87,408.70
2. On-site Testing	Eng(s) &/or Mang.	<u>0 @</u>	<u>\$49.07 =</u>	\$0.00
	Techn(s)	<u>240 @</u>	<u>\$28.93 =</u>	\$6,943.20
Subtotal				\$6,943.20
3. Surveying	Eng(s) &/or Mang.	<u>10 @</u>	<u>\$49.07 =</u>	\$490.70
	Techn(s)	<u>48 @</u>	<u>\$28.93 =</u>	\$1,388.64
Subtotal				\$1,879.34
4. Cleanup	Eng(s) &/or Mang.	<u>5 @</u>	<u>\$49.07 =</u>	\$245.35
	Techn(s)	<u>100 @</u>	<u>\$28.93 =</u>	\$2,893.00
Subtotal				\$3,138.35
4. Final Paper Preparation	Eng(s) &/or Mang.	<u>10 @</u>	<u>\$49.07 =</u>	\$490.70
	Techn(s)	<u>240 @</u>	<u>\$28.93 =</u>	\$6,943.20
Subtotal				\$7,433.90
Total Direct Payroll Costs				\$106,803.49

Project No. 23C-4123-01
 City of _____
DOUGLAS _____ County

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	<u>185</u> @	<u>\$49.07</u> =	\$9,077.95
Techn(s)	<u>3378</u> @	<u>\$28.93</u> =	\$97,725.54
Total Direct Payroll Costs			\$106,803.49
B. Salary Related Overhead	<u>51.45</u> %		\$54,950.40
C. Total Payroll plus Overhead			\$161,753.89
D. Direct Expenses (Travel, Postage, Misc.)			
Mileage	miles	\$0.100/mile	
Auto	_____ @		\$0.00
Pickup	<u>11180</u> @	<u>\$0.26</u>	\$2,906.80
Postage & Telephone	_____ @	_____	\$0.00
Testing Laboratory or Consulting Firm to Assist			
BG Consultants, Inc (See Attached Estimate)	<u>121</u> @	<u>\$138.35</u>	\$16,740.35
Equipment Rental	_____ @	_____	\$0.00
Total Other Direct Expenses			<u>\$19,647.15</u>
TOTAL FORCE ACCOUNT ESTIMATE			<u>\$181,401.04</u>

MEMORANDUM

To : Board of County Commissioners

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

Date : December 12, 2011

Re : Authorization to approve Supplemental Agreement No. 1 with BG Consultants Construction engineering services for Route 1057 bridge over Wakarusa River Bridge No. 13.00N-19.00E Project No. 23 C-4123-01

You will recall Douglas County contracted with BG Consultants for design engineering services for the referenced bridge replacement project. KDOT will open bids in January 2012 with construction beginning around March 1 and finishing in November 2012. Federal funding administered through KDOT will cover 80% of construction and construction engineering costs.

This department will perform construction engineering (inspection) duties for this project, but we require some assistance from the design engineering consultant for some aspects of the construction. Attached is Supplemental Agreement No. 1 to the original engineering services contract, which covers the additional services. Compensation for construction engineering services rendered under Supplemental Agreement No. 1 will not exceed \$16,740.00.

The total estimated cost of construction engineering services in our proposal to KDOT is \$181,401. This total includes the not-to-exceed amount of \$16,470 for consultant engineering services. KDOT will reimburse Douglas County with federal funds to cover 80% of construction engineering costs.

Action Required: Authorize the Public Works Director to approve Supplemental Agreement No. 1 with BG Consultants at a not-to-exceed cost of \$16,740.00 for construction engineering services for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River.

Supplemental Agreement No. 1
to
Engineering Services Agreement
Between
Douglas County, Kansas and BG Consultants, Inc.
for
Douglas County Project No. 23C-4123-01

The purpose of this Supplement No. 1 is to define additional engineering services requested by the **Douglas County, Kansas**, hereinafter called the Owner, to be provided by **BG Consultants, Inc.**, hereinafter called the Engineer. This agreement is a supplement to the **ENGINEERING SERVICES AGREEMENT FOR DOUGLAS COUNTY PROJECT No. 23C-4123-01 BETWEEN DOUGLAS COUNTY, KANSAS AND BG CONSULTANTS, INC., DATED JUNE 10, 2009.**

SECTION I – SCOPE OF SERVICES

Under the terms of Supplement No. 1, the Owner and Engineer agree to modify the scope of services to include additional engineering services described as follows:

Complete Scope of Work

The Engineer will provide construction administration services in accordance with Section V – Construction Phase of Exhibit A in the Engineering Services Agreement.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, the Owner agrees to pay the Engineer a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 1 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **\$16,740.00** Dollars.

Billing procedures and all other items pertaining to compensation are as described in the Engineering Services Agreement for Douglas County Project No. 23C-4123-01 between the Douglas County, Kansas and BG Consultants, Inc., dated June 10, 2009.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of _____, 20__.

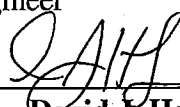
Douglas County, Kansas
Owner

By _____

Title _____

Date _____

BG Consultants, Inc.
Engineer

By 

David J. Hamby, P.E.

Title Principal

Date 12/9/11

FOR INFORMATION ONLY

Douglas County Heritage Conservation Council
NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT

Grant Recipient: _____

Project No: NCHG 2011-_____

Total Project Budget \$_____

Award: \$_____

THIS AGREEMENT is hereby entered into this ____ day of _____, 2011 by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, and, <<applicant name>>, <<applicant add1>>, applicant add2>>, <<applicant city>>, <<applicant tzip>>, herein called the Grantee.

WHEREAS, the Grantee has applied for and been awarded \$----- from the *Natural and Cultural Heritage Grant Program* for the <<title/purpose of project>>.

NOW THEREFORE, in consideration of the award of the grant, the Grantee agrees to administer said grant in accordance with the following policies and procedures:

A. PROJECT DESCRIPTION

The Grantee agrees:

1) to perform and produce the scope of work described in the grant application (Appendix A) and as applicable, HCC amendments (Appendix B) to the scope of work, in accordance with all applicable plans and specifications. If changes to the project scope are necessary, grantee agrees to get approval from the county before money is spent for items/activities that are not ~~in~~ contained in this agreement.

2) Grantee will inform the HCC Coordinator as soon as possible of any significant problems, or delays that will materially affect the project or cause the project to fall behind schedule.

B. GRANT PERIOD

Starting Date: _____ Ending Date: _____

C. COMPETITIVE PROCUREMENT PROCESS

1) Any services and/or materials that are expected to cost \$20,000 or more must seek at least three competitive bids or quotes from qualified individuals/firms. The Grantee must maintain financial records that verify the cost was competitively based from at least three written quotes submitted in response to written specifications. A waiver is permitted if fewer than three qualified individuals/firms are available to perform services and/or provide materials. Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented which should be retained in your files and made available to the county upon request. County staff is available to help the grantee in meeting any procurement issues.

D. PAYMENT SCHEDULE

Grants less than or equal to \$5,000

1) Once a grant performance agreement has been fully executed, the Grantee may begin project work. Grantee will receive a check from Douglas County for entire award amount.

2) Within 90 days of the completion of the project, the grantee needs to submit the receipt of fiscal documentation and a Final Project Report.

Grants greater than \$5,000

1) Once a performance agreement has been fully executed, the County will issue a payment of 30% of the project work.

2) When those funds have been expended and the grantee is ready for an additional payment, the Grantee shall submit an interim report that includes financial information related to the initial 30% of project award, as well as plans for the use of the next project award payment. See the guidelines for the interim report available from the HCC.

3) Once the interim report is reviewed and approved by the HCC Coordinator, the County will disburse the next 60% of the project award as soon as reasonably possible.

4) The remaining 10% of the total grant amount will be distributed as a reimbursement and will be issued once the Final Project Report has been reviewed and approved by the HCC Coordinator. The Final Project Report Template is available from the HCC Coordinator

F. CANCELLATION

The County or the Grantee reserve the right of termination for cause on a thirty (30) day notice should it be determined that either has failed to materially comply with the terms and conditions of the agreement, or when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the County and/or Grantee.

G. MAINTENANCE AGREEMENT

The Grantee agrees to own and maintain the property, and if not the owner, to maintain the property, beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the County. Failure to maintain any improvements financed by this grant could provide cause for the county to seek reimbursement of all or part of the grant funds disbursed to the grantee. Exceptions to this requirement may be granted by the county for damages that result from fire, flood, tornado, or other events beyond the control of the grantee.

GENERAL CONDITIONS

1) When issuing press releases, official statements or documents that describe the project funded by Douglas County, an acknowledgement of the Douglas County Board of County Commissioners and the Natural Cultural Heritage Program should be included.

2)The Grantee agrees that it will comply with and abide by all applicable statutes, including applicable zoning and building code requirements, the Federal Civil Rights Act of 1964, the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq., the Kansas Open Records Act, K.S.A. 45-215 through 45-225, and the Federal Immigration Reform and Control Act of 1986. The Grantee also agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment,

3) The grantee agrees that Douglas County and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may not be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

In witness whereof, the parties have executed this project agreement.

Grantee, Authoring Official **Date**

Typed or Printed Name and Title of Signator

Grantee, Project Director (if different than above) Date

Typed or Printed Name, Title and Contact Information of Signator

County **Date** _____