

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

## WEDNESDAY, JANUARY 11, 2012

4:00 p.m.

-Convene

-Election of County Commission officers

## CONSENT AGENDA

- (1)
  - (a) Consider approval of Commission Orders;
  - (b) Consider approval of outdoor warning siren maintenance contract (Jackie Waggoner);
  - (c) Authorize County Administrator's use of Emergency Authority to approve execution of advance fuel purchase contracts (Craig Weinaug);
  - (d) Consider approval to solicit bids for pavement rehabilitation Project No. 2012-5 Route 442 from Stull to Route 1029 (Keith Browning);
  - (e) Consider approval of Construction Engineering Force Account Agreement with KDOT for replacement of Bridge No. 13.00N-19.00E Project No. 23 C-4123-01. (Keith Browning);
  - (f) Consider approval to transfer \$100,000 to the Reserve Technology Fund to be used by other Douglas County land records offices (Kay Pesnell); and
  - (g) Consider approval of two right-of-way contracts (E1750 Rd) acquisition associated with Project No. 2010-20; 6<sup>th</sup> Street City of Baldwin (Michael Kelly)

## REGULAR AGENDA

- (2) Presentation from Westar about tree trimming program (Chad Luce)-No backup
- (3) Authorize request to the City of Lawrence to pay a portion of the update of the Emergency Communications Center (Craig Weinaug)
- (4) Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.
- (5) 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**
  - (c) Public Comment
  - (c) Miscellaneous

RECESS

6:35 p.m.

- (6) Public hearing on revision of County Commissioner district map based on 2010 census data (Craig Weinaug)
- (7) Adjourn

## WEDNESDAY, JANUARY 18, 2012

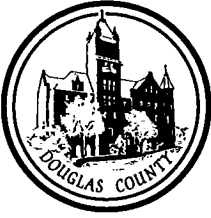
**WEDNESDAY, JANUARY 25, 2012**

**WEDNESDAY, FEBRUARY 1, 2012**

**-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, APRIL 18, 2012** - 4:00 p.m. Only

**Note:** *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



**DOUGLAS COUNTY ADMINISTRATIVE SERVICES**

**Division of Purchasing**

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5286 Fax (785) 838-2480  
www.douglas-county.com

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MEMO TO: The Board of County Commissioners  
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Approve Outdoor Warning Siren Maintenance Contract

DATE: January 5, 2012

Douglas County participated in a Mid America Regional Council (MARC) cooperative contract for outdoor warning sirens. The contract established with Blue Valley Public Safety (BVPS) includes both equipment and maintenance.

The maintenance agreement includes 33 sirens, 35 siren controls, 140 batteries, 2 encoders, and 1 software upgrade for a total cost of \$22,656.

The County is eligible for a 10% discount if payment is made in full by 1/31/12. We intend on taking advantage of this discount that would reduce our annual cost to \$20,390.40. I will be available at the commission meeting to answer any questions you may have.

**SUGGESTED MOTION:** The Board of County Commissioners approves the 2012 outdoor warning siren maintenance agreement in the amount of \$20,390.40 with Blue Valley Public Safety.

## **AD - Weinaug, Craig**

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**From:** AD - Weinaug, Craig  
**Sent:** Friday, January 06, 2012 8:55 AM  
**To:** James Flory; Mike Gaughan (mgaughan@douglas-county.com); Nancy Thellman (nthellman@gmail.com)  
**Subject:** FW: Fixed Contract for Unleaded Fuel  
**Attachments:** 2012fixedunleaded.docx

Commissioners:

Based upon the attached memo, I authorized Jackie to make the purchase at the 75% level, unless the prices were significantly different than they were yesterday afternoon.

This purchase actually exceeds the 50% authorization that you gave staff at a previous meeting, so I will be asking the County Commission to confirm this action our meeting on January 11 (next Wednesday).

Craig

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**From:** ADS - Waggoner, Jackie  
**Sent:** Thursday, January 05, 2012 2:18 PM  
**To:** AD - Weinaug, Craig  
**Subject:** RE: Fixed Contract for Unleaded Fuel

Craig, I went back and added freight, taxes, and applicable fees to the fixed contract thinking this would provide a more accurate comparison. Some of the fees are not applicable at all times. The changes are reflected in red. Contact me if you have questions.

Jackie Waggoner, ext. 5286  
Division of Purchasing

MEMO TO: Craig Weinaug, County Administrator  
 FROM: Jackie Waggoner  
 SUBJECT: Fixed Price Contract for Unleaded Fuel  
 DATE: January 5, 2012

I have calculated the fixed contract prices vs. our budget cost for unleaded fuel on three volumes (50%, 62.5%, and 75%) which our reflected in the table below:

	50% Volume (47,300)		62.5% Volume (59,125)		75% Volume (70,950)	
	Fixed	Budget	Fixed	Budget	Fixed	Budget
1 <sup>st</sup> quarter	\$ 33,863	\$182,105	\$ 42,327	\$227,631	\$ 50,794	\$273,158
2 <sup>nd</sup> quarter	\$ 36,663		\$ 45,829			
3 <sup>rd</sup> quarter	\$ 38,888		\$ 48,611			
4 <sup>th</sup> quarter	\$ 32,256		\$ 40,320			
<b>Annual Total</b>	<del>\$141,670</del> \$152,076	<b>\$182,105</b>	<del>\$177,087</del> \$190,095	<b>\$227,631</b>	<del>\$212,504</del> \$228,113	<b>\$273,158</b>
<b>Difference</b>	<del>\$40,435</del> \$30,0290		<del>\$50,544</del> \$37,536		<del>\$60,654</del> \$45,045	

I looked at what our contract price was yesterday under the fixed mark-up over the OPIS index (current contact price). The base price was \$2.5788 per gallon for unleaded plus our \$0.05 per gallon mark-up equals \$2.6288 per gallon. Comparing this price to the first quarter of the fixed contract reflects we would pay \$0.3812 more per gallon under the fixed contract. The numbers above includes our \$0.05 per gallon mark-up but excludes freight, taxes, and applicable fees. Our budget cost for unleaded fuel for 2012 is \$3.85 per gallon. Below identifies the per gallon fixed contract prices with our \$0.05 mark-up for each quarter:

Jan – Mar      \$3.01  
 Apr – May      \$3.03  
 Jul – Sep      \$3.05  
 Oct – Dec      \$2.88

After reviewing the numbers with Keith Browning, we are comfortable recommending 75% of our volume per quarter, however if the commissioners wanted to be more conservative with committing our volumes then we would suggest 62.5%. In December the commissioners only authorized staff to commit up to 50% of our volumes to fixed contracts.

As we discussed, if we are going to lock into a fixed contract we need to make decisions today. The numbers may vary slightly between what was offered this morning and when we actually lock into a fixed contact. If there were any significant differences I would make you aware before proceeding.

Please advice at your earliest convenience. Let me know if you or the commissioners have any questions.

## MEMORANDUM

To : Board of County Commissioners

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

Date : January 5, 2012

Re : Approval to solicit bids for pavement rehabilitation Project No. 2012-5  
Route 442 from Stull to Route 1029

We are finalizing plans for overlaying Route 442 from approximately 400 feet west of Route 1023 in Stull to Route 1029. The pavement in this 3.1-mile section of Route 442 is exhibiting structural distress.

You may recall in 2002 we completed 3R safety improvements to Route 442 from E 318 Road to Route 1029. The pavement in about 1/3 of the project length (hill crests and sags, typically) was totally reconstructed. These areas are exhibiting some distress, especially in the 6'-wide shoulders. The pavement in the remaining 2/3 of the project length was milled 1-1/2" and filled with 1-1/2" asphalt. These areas, including shoulders, require substantial additional pavement structure.

Plans call for a 4"-deep asphaltic concrete overlay over most of the project length. Pavement within the curb & guttered section in Stull would be milled 2" and filled with 2" asphalt. The previously reconstructed areas would be overlaid with 2" asphalt. Deteriorated areas throughout the project will be patched full-depth prior to overlays. The project also includes cold plastic pavement markings within the curb & guttered section in Stull.

We currently estimate construction will cost approximately \$1 million. Road & Bridge Fund 201 has \$1,120,000 allocated for contract overlay work. The CIP includes \$500,000 for unspecified contract pavement maintenance projects.

It is our desire to let a contract early this year in the hopes of receiving favorable bids. Work would commence in late-May or early-June. Letting a contract now will enable us to determine other contract pavement maintenance projects our 2012 budget will support. Our hope is to overlay three miles of Route 460 east of Vinland and three miles of Route 1057 this year, if budget and time allow.

Action Required: Approval to solicit bids for Project No. 2012-5, pavement rehabilitation on Route 442 from Stull to Route 1029.

## MEMORANDUM

To : Board of County Commissioners

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

Date : January 5, 2012

Re : Consent Agenda Approval of Construction Engineering Force Account Agreement with KDOT for Replacement of Bridge No. 13.00N-19.00E Project No. 23 C-4123-01

This department submitted a proposal to KDOT to perform construction engineering services for the replacement of the bridge carrying Route 1057 over the Wakarusa River. Our proposal included a total cost estimate of \$181,401.04 to provide these services. The total cost estimate includes \$16,740 for BG Consultants to assist this department in providing these services. The project is scheduled for a KDOT bid letting this month.

KDOT accepted the proposal and prepared a contract agreement that now needs approval by the BOCC. Under the contract, this department will provide construction inspection services for the project, and KDOT will reimburse us for 80% of all inspection costs. The contract's upper limit of compensation is \$181,401.04.

Action Required: Consent Agenda approval of the Force Account Agreement with KDOT for Public Works department personnel to perform construction engineering services for Project No. 23 C-4123-01, replacement of the Route 1057 bridge over the Wakarusa River (Douglas County bridge number 13.00N-19.00E). The BOCC should sign two (2) originals marked State's Original and County's Original.

**STATE'S  
ORIGINAL**

**CONTRACT FOR  
FEDERAL-AID ROAD CONSTRUCTION  
ENGINEERING BY COUNTY  
(FORCE ACCOUNT AGREEMENT)**

CMS Contract No. \_\_\_\_\_

**PROJECT NO. 23 C-4123-01  
DOUGLAS COUNTY**

**THIS AGREEMENT** entered into and is effective the date signed by the Secretary or designee, by and between Douglas County, hereinafter referred to as the "LPA" (Local Public Authority) as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," as agent for the LPA pursuant to authority vested in the Parties hereto by virtue of K.S.A. 68-402b and K.S.A. 68-401 *et seq.* and an agreement between Parties dated November 19, 2004. The LPA and the Secretary are collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Secretary of Transportation of the State of Kansas pursuant to federal and state law authorizes said LPA to perform certain construction engineering work on the above noted Project consisting of 0.208 miles of Grading and Bridge located on RS-1374 approximately 0.5 miles South of K-10 Highway, and

**WHEREAS**, in the execution of this Agreement, the LPA certifies it has now available sufficient equipment of suitable type and the necessary employees adequately trained to perform the work required under this Agreement in an economical and workmanlike manner, and the LPA further certifies the use of the forces and equipment required for the performance of this work will not interfere with other work which is necessary to be performed by such forces and equipment on other roads in the LPA, and

**WHEREAS**, the approved plans and specifications for said Project are available in the KDOT Headquarters in Topeka, and

**WHEREAS**, the LPA and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

**NOW, THEREFORE**, in consideration of the covenants of the Parties and to give this agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

**SCOPE OF SERVICES**

**A. DEFINITIONS**

- (1) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives.



- (2) The term "LPA" shall mean Douglas County and its authorized employees.
- (3) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (4) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the construction contract.
- (5) The term "Specifications" shall mean the current Standard Specifications for Road and Bridge Construction of the Kansas Department of Transportation, as incorporated in the construction contract specifications and supplementals thereto.
- (6) The term "Construction Contract Proposal" shall mean the offer of the bidder or contractor on the Project, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- (7) The term "Special Provisions" shall mean the directions or requirements peculiar to a project and not otherwise thoroughly or satisfactorily included in the Specifications, and which are contained in the Construction Contract Proposal.
- (8) The term "Plans" shall mean the approved plan, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.
- (9) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions and Plans, as defined above.
- (10) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual, and all other publications of data and information produced by the KDOT for the instruction of its employees and furnished in bound or collected form.
- (11) The term "Field Engineer" shall for the administrative control of this Agreement is considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

**B. GENERAL RESPONSIBILITIES AND DUTIES**

- (1) The LPA shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more detailed in Special Attachment - Specific Construction Provisions.

- (2) The LPA will require all personnel comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.
- (3) The LPA shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the services.
- (4) The work under this Agreement shall at all times be subject to the review and approval of KDOT.
- (4) The LPA's principal contact with KDOT shall be through the construction field office.
- (5) The work under this Agreement shall comply with all applicable federal and state laws and regulations.
- (6) The LPA shall comply with OMB Circular No. A-133.
- (7) The FHWA shall have the right to participate in all conferences and reviews.
- (8) Compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.

**C. CONTROL AND AUTHORITY**

- (1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the "Field Engineer."
- (2) 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 all work performed under this Agreement and all construction activities performed under the Contract Documents.
- (3) The LPA will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The LPA may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of these Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, he shall have the authority to reject work or

materials until any questions at issue can be referred to and be decided by the 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.

- (4) The Project Engineer/Project Manager shall serve as field supervisor of all LPA personnel and services performed under this Agreement, and to act as liaison between the LPA and KDOT.
- (5) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate project-related activity with the Construction Engineer/Construction Coordinator.
- (6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.
- (7) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action.

In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

#### **D. AGENCY COORDINATION AND COOPERATION**

- (1) Contact and coordination with all affected local, state and federal agencies, including the FHWA; private consultants and contractors; the general public; utilities and railroad companies shall be the responsibility of KDOT.
- (2) The LPA shall cooperate fully with KDOT, with local, state and federal agencies, including the FHWA, private consultants and contractors, the general public, utilities and railroad companies when so directed by KDOT. Such cooperation may include attendance at conferences.

#### **E. MEETINGS AND CONFERENCES**

- (1) Conferences as may be necessary for the discussion and review of the work under this Agreement shall be scheduled between the LPA and

KDOT. These conferences may include field review of the Project.

- (2) Conferences may be held upon the request of the LPA or KDOT.

## II. PROSECUTION AND PROGRESS

### A. GENERAL

- (1) Written authority to proceed with the work on any construction Project under this Agreement will be given by KDOT to the LPA. KDOT will not be responsible for any work performed by the LPA prior to such authorization or liable for payment therefore.
- (2) Work under this Agreement will commence with attendance at a formal Construction Conference by the LPA and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and the LPA's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the LPA of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the LPA, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The LPA shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.
- (4) The LPA shall have KDOT Certified Project Inspector(s) of the appropriate classification on the Project or plant site at all times when work, which requires inspection, is being performed. The inability of the LPA to provide appropriately certified inspectors for a project might at the Secretary's discretion, give cause for termination of this Agreement.
- (5) The Agreement shall be considered completed upon notice of written release from KDOT therefore unless previously terminated as provided in Section II C, Termination of Agreements.
- (6) Should KDOT deem it necessary for the Consultant to render additional services for review of contract items, conditions, claims or litigation matters after completion of the Agreement, the LPA agrees to cooperate and render such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by KDOT and the LPA.

- (7) A close-out Conference may be held upon completion of this Agreement to evaluate the performance of the LPA. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and LPA's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the LPA of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the LPA's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

**B. DELAYS AND EXTENSIONS**

- (1) Delays caused through no fault of the LPA may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the LPA and when necessary, approval has been given by the FHWA. Approved time extensions may also be cause for consideration of adjustments in payment, where warranted and approved by KDOT.

**C. TERMINATION OF AGREEMENTS**

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the LPA. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The LPA may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
- (3) In the event the Agreement is terminated by KDOT without fault on the part of the LPA, the LPA shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
- (4) In the event the services of the LPA are terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the LPA, the LPA shall be paid the reasonable value of the work performed or services rendered and delivered to KDOT up to the time of termination. The value of the work performed and services rendered and delivered will be determined by KDOT.

**D. SUBLETTING OR ASSIGNMENT OF CONTRACT**

- (1) The LPA shall not sublet or assign, outside of the LPA's departments, all or any part of the work under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise

dispose of any portion of the Agreement shall not be construed to relieve the LPA of any responsibility for the fulfillment of the Agreement.

- (2) All the applicable terms of this Agreement remain in force and are a condition to any work approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

### **III. BASIS OF PAYMENT**

#### **A. GENERAL**

- (1) For the completed and approved (by KDOT District) work or services rendered under this Agreement, the LPA will be paid the supported actual costs by KDOT the total of which shall not exceed the Agreement Estimate as set forth in the Special Construction Provisions (Special Attachment). Extra Work if any shall be compensated as set forth in an approved supplement to this Agreement covering such work. Extra work will be paid for separately and in addition to Agreement Estimate. Such payment shall be full compensation for work performed or services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.
- (2) Should the Agreement contain more than one (1) construction project, any and all invoices and the final statement shall itemize charges by individual project.
- (3) The LPA may submit invoices to KDOT, not more often than once per month during the progress of the work, for partial payment on account for the approved work completed to date by the LPA. The Secretary will pay 100 percent of all partial billings up to 95 percent of the federal-aid share of the upper limit compensation. Any further amount due will be held until all deliverables (field books, CMS disks, as built plans, etc.) are obtained by the KDOT field office from the LPA. When all deliverables are received by KDOT the remainder due may be paid if requested by the LPA minus a \$500.00 retainage or the amount earned in excess of 95 percent of the federal-aid share of the upper limit, whichever is less. If partial payments never reach 95 percent of the federal-aid share of the upper limit, the LPA may request payment of 100 percent of the federal-aid share minus a retainage not to exceed \$500.00. The retainage amount will be released to the LPA when the agreement has been audited by KDOT.

#### **B. FINAL PAYMENT TO GOVERNMENTAL ENTITIES**

- (1) The final claims should be transmitted to the Bureau of Fiscal Services through normal channels and include a statement that all conditions have been met for final payment.

- (2) When this claim, submitted on the payment voucher, has been audited and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement, the Secretary will issue the LPA a warrant for that portion of the eligible remaining five (5) percent of the voucher (up to the maximum of the federal share of the Agreement estimate and as allowed by provisions of State Law).
- (3) It is the policy of KDOT to make final payments to a LPA for services related to the Highway Program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of State and Local Governments" and in 49 C.F.R. 18 (Common Rule), require that an audit be performed by an independent, certified public accountant in accordance with those standards.

KDOT may pay the final amount due for the authorized work performed based upon the LPAs most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits, which cover the time period of the expenses being claimed for reimbursement. KDOT and the LPA agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), KDOT will review the Single Audit Report for items, which are declared as not eligible for reimbursement. The LPA agrees if payment has been made to the LPA for items subsequently found to be not eligible for reimbursement by audit, which the LPA will refund to KDOT the total amount of monies paid for same.

- (4) If they have not already done so, the LPA shall obtain a D-U-N-S number (Dun & Bradstreet Number). A D-U-N-S number can be obtained at the following website: [http://www.dnb.com/us/duns\\_update/](http://www.dnb.com/us/duns_update/).
- (5) The LPA agrees it shall maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards.

#### **IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK**

- (1) Written orders regarding the services to be performed will be given by KDOT. Orders that do not change the scope of work in the Agreement, but increase or decrease the quantity of labor or materials or the expense of the work, shall not annul or void this Agreement.
- (2) The LPA must proceed with the work as directed by furnishing the necessary labor, equipment, materials and professional services to complete the services within the time limits specified in schedules or as adjusted by agreement of the Parties.

- (3) If in the LPA's opinion such orders involve work not included in the terms or scope of this Agreement, the LPA must notify KDOT in writing of this opinion if extra compensation is desired.
- (4) If in the LPA's opinion such orders would require the discarding or redoing of work which was based upon earlier direction or approvals, the LPA must notify KDOT in writing if this opinion and if extra compensation is desired.
- (5) Such notification shall include the justification for the claim for extra compensation and the estimated amount of additional fee requested.
- (6) KDOT will review the LPA's submittal and, if acceptable, approve a supplement to this Agreement. Work may only proceed upon authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

## **V. MISCELLANEOUS PROVISIONS**

### **A. CONSTRUCTION ENGINEERING STANDARDS**

- (1) All work under this Agreement shall be performed in accordance with the current standard practices of KDOT as contained in the Specifications, Special Provisions, Manuals, guides and written instructions of KDOT.
- (2) No variations will be permitted except by written order from KDOT.

### **B. REVISION OF SPECIFICATIONS AND PLANS**

- (1) KDOT may, by written notice and without invalidating this Agreement, require changes in the Specifications, Construction Contract, Plans or Special Provisions resulting in the revision or abandonment of work already performed by the LPA or resulting in work by the LPA not contemplated in the Agreement.
- (2) Claims by the LPA for compensation for work resulting from such revisions shall be submitted and processed in accordance with Section IV of this Agreement.

### **C. OWNERSHIP OF DOCUMENTS**

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Plans, Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the LPA by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other



information and data collected or prepared by the LPA in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.

- (2) Documents collected or prepared by the LPA in the performance of this Agreement may be used without restriction by KDOT for any public purpose. Any such use shall be without compensation to the LPA.

**D. CONTINGENT FEES**

- (1) The LPA warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the LPA to secure this Agreement, and they have not paid or agreed to pay any company or person, 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 KDOT shall have the right to annul this Agreement without liability.

**E. AGREEMENT ITEMS**

- (1) It is also understood and agreed that the Project plans, Specifications, Special Provisions, and Construction Contract Proposal (as available), and the Agreement Estimate and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

**F. ACCESS TO RECORDS**

- (1) The LPA and subcontractors if any, agree to maintain for inspection by KDOT and the FHWA all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of the Agreement and for three (3) years from the date of the final federal payment to KDOT under the Agreement, and to furnish copies thereof if requested.
- (2) If more than a nominal number of copies are requested the additional copies shall be furnished at the expense of the requesting agency.
- (3) The LPA will maintain these materials at the LPA offices.

**G. LEGAL RELATIONS**

- (1) The LPA shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.

- (2) The LPA shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the LPA's performance of work under this Agreement.

**H. WORKER'S COMPENSATION**

- (1) The LPA will elect to come within the provisions of the Worker's Compensation Act (K.S.A. 44-505) for all work to be done on said Project and will provide such Worker's Compensation Insurance as shall be required by the Commissioner of Worker's Compensation

**I. ERRORS AND OMISSIONS**

- (1) The LPA shall be responsible for the accuracy of the work performed by the LPA under the Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The LPA shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The LPA shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

**J. CONFLICT OF INTEREST**

- (1) The LPA warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement.
- (2) The LPA will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

**K. HOLD HARMLESS CLAUSE**

- (1) To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the LPA will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, or subcontractors. The LPA shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

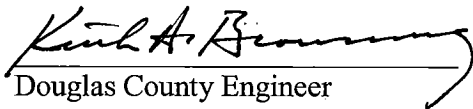
**L. THIRD PARTY BENEFICIARY**

- (1) It is expressly agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF:** The Parties hereto have caused this Agreement to be signed by their duly authorized officers. It is further understood that this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

RECOMMEND FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

  
 \_\_\_\_\_  
 Douglas County Engineer

\_\_\_\_\_  
 Chairperson of Board  
 of County Commissioners

ATTEST:

\_\_\_\_\_  
 Commission Member

\_\_\_\_\_  
 Douglas County Clerk (Date)

\_\_\_\_\_  
 Commission Member

Kansas Department of Transportation  
 Barbara W. Rankin,  
 Acting Secretary of Transportation

BY: \_\_\_\_\_ (Date)  
 Jerome T. Younger, P. E.  
 Deputy Secretary and  
 State Transportation Engineer

**INDEX OF ATTACHMENTS**

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 3	Contractual Provisions Attachment
Special Attachment No. 4	Estimate of Engineering Fee
Special Attachment No. 5	Listing of KDOT Certified Inspectors
Special Attachment No. 6	Required Contract Provision Certification - Federal Funds – Lobbying
Special Attachment No. 7	Certification of Final Indirect Cost
Special Attachment No. 8	Tax Clearance Certificate

## SPECIFIC CONSTRUCTION PROVISIONS

### I. SCOPE OF SERVICES

#### A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The LPA agrees to:

- (1) Attend all conferences designated by KDOT, or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall report and transmit Project activity and documents to KDOT's Construction Office.
- (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 KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field work under the Agreement.
- (5) Perform the LPA's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the LPA's work 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 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 comply with Contract Documents until any

questions at issue can be referred to and be decided by the KDOT 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.

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 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. State of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing and preparing of documents, all Contractor submittals of records and reports required by KDOT and as are applicable to the Project to assure the Project is constructed in accordance with Federal and State requirements and 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 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 KDOT. The LPA shall be responsible for replacing lost documents or materials at the price determined by 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) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to KDOT. The letter should contain such items as the following:
  - a. Earthwork and Culverts
    1. A revised list of benchmarks
    2. Location of government benchmarks
    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

**B. SERVICES TO BE PROVIDED BY THE SECRETARY**

- (1) The Secretary agrees to:
  - a. Make available to the LPA sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary to

enable the LPA to perform the work under this Agreement, for the Project to the same standards required of KDOT's personnel.

- b. Provide for the use of the LPA a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by KDOT to be necessary for the LPA to perform the services under this Agreement to the same standards required of KDOT'S personnel.
  - c. 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.
  - d. Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance hereof.
  - e. 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.
  - f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
  - g. 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 KDOT.
- (2) KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

## **II. PROSECUTION AND PROGRESS**

- A. It is anticipated work under the construction contract will start in 2012, and be completed by/in 2012.
- B. The LPA shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the LPA's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.



### III. BASIS OF PAYMENT

- A. Compensation of services provided by the LPA under the terms of the Agreement shall be the incurred and reimbursable actual costs to the LPA not to exceed the Agreement Estimate and as allowed by State Law and the Federal Share which will be limited to the applicable Federal-aid cost sharing formulae and availability of Federal-aid funds for engineering services. Federal-aid participation for this project is 80%.
- B. Reimbursement for costs will be limited to those which are allowable under the Code of Federal Regulations (CFR) Title 23 and Title 48, Chapter 1 and the Federal-aid Highway Policy Guide, Volume 1, Chapter 7, Section 2, except to the extent the provisions of that subpart are clearly inappropriate to the Agreement.
- C. The estimated hourly equipment and labor costs and Project estimates are included as special attachments.
- (1) Labor and fringe benefits will be charged at the LPA's actual cost. If an employee is paid monthly, his hourly rate will be computed by dividing his salary by the hours per month that he works.
  - (2) Equipment rental rates shall be KDOT's actual operating costs (excluding depreciation) of equipment used for the Project.
  - (3) Materials will be estimated at the price of the low quotes (when necessary) and paid for at invoice prices. (Copy of invoices to be furnished to the Secretary's Construction Engineer/Construction Coordinator).
- D. After completion of the Project, the LPA will furnish the Construction Engineer/Construction Coordinator with seven (7) certified itemized statements of the actual cost of construction engineering force account work detailed as follows:

Labor: The total hours, rates and extension for each classification.  
Equipment: The total hours, KDOT's rates and extension for each unit of machinery and equipment.  
Materials: The quantities of materials, prices and extensions.  
Transportation: Cost of delivery of materials, if any.  
Miscellaneous: Cost of property damage, liability and worker's compensation insurance premiums; unemployment insurance contributions, social security, health and retirement payments, and/or other eligible Project related costs. Administrative costs are not eligible for reimbursement.

The statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used for this Project are not specifically purchased for such work, but are taken from the LPA's stock,

inventory records must support quantities and process for materials from stock used for this Project.

The Secretary shall reserve the right to approve or disapprove the LPA's submitted claims for equipment actual operating cost.

- E. The Agreement Estimate of **\$181,401.04** has been agreed upon as the upper limit for compensation. It is intended as nearly as can be estimated to cover only actual costs and was agreed upon in order that the Secretary, as agent for said LPA, might permit the LPA to do such work as set forth in the Contract Documents, provided, however that if extra work has been authorized it will be reimbursed as per terms of the supplemental agreement(s).

#### **IV. MISCELLANEOUS PROVISIONS**

##### **A. AUTHORIZED REPRESENTATIVES**

- (1) The Field Engineer for KDOT will be Earl Bosak, P.E., whose work address is 322 South Martin, Osage City, Kansas 66523 and work telephone is 785-528-3128.
- (2) The Project Engineer/Project Manager for the LPA will be Mr. Doug Stephens, P.E., Certification Number 730 (expiration date is 4/17/2012), whose work address is 1242 Massachusetts, Lawrence, Kansas 66044 and work telephone is 785-832-5293.
- (3) The Chief Inspector for the LPA will be Mr. Nolan Packard, Certification Number 1896 (expiration date is 2/19/2015), whose work address is 1242 Massachusetts, Lawrence, Kansas 66044 and work telephone is 785-832-5293.

##### **B. ACCESS TO RECORDS**

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the LPA's office, for a period of three (3) years following final Agreement payment.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL  
JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and  
any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-

assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation
- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas  
 Department of Administration  
 DA-146a (Rev. 10-11)

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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

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	<u>          @</u>		\$0.00
Pickup	<u>11180 @</u>	<u>\$0.26</u>	\$2,906.80
Postage & Telephone	<u>          @</u>	<u>          </u>	\$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	<u>          @</u>	<u>          </u>	\$0.00
Total Other Direct Expenses			<u>\$19,647.15</u>
<b>TOTAL FORCE ACCOUNT ESTIMATE</b>			<u><b>\$181,401.04</b></u>



Wakarusa Bridge Construction Administration  
Estimated Engineering Fee

**Construction Administration**

Task	Principal	Associate	Project Eng. III	Project Eng. II	Project Eng. I	Senior Design Eng.	Design Eng.	Asst. Design Eng.	Senior Const. Insp.	Certified Const. Insp.	Const. Insp.	Senior Proj. Surv.	Survey Crew	Cad Operator	Clerical	Total
Hourly Rate =	\$ 175.00	\$ 155.00	\$ 140.00	\$ 130.00	\$ 110.00	\$ 130.00	\$ 100.00	\$ 80.00	\$ 90.00	\$ 75.00	\$ 68.00	\$ 160.00	\$ 165.00	\$ 97.00	\$ 50.00	
Pre-Construction Meeting	8															8
Shop Drawing Review	24				24											48
Answer Questions from County	4															4
SIA Preparation	4				5											9
Fillet Depth Design	12															12
On-Call Inspections	10								30							40
																0
<b>Total Hours =</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>121</b>
<b>Total Cost =</b>	<b>\$ 10,850.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,190.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,740.00</b>

### 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												
		BI	API	CPI	STR	IMSA	II AC	ACI AGF	ACI AGL	AMF	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC	QC/QA ASPHALT	QC/QA CONCRETE
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		

Listing of Inspection Staff for BG Consultants, Inc.

Updated: 19-Dec-11 9:15AM

The following list of personnel are available to perform the work on project 23 C-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							
Elwin Roberts	425	12/31/16	12/7/16	12/8/16	12/6/16			12/4/14					4/23/14					6/27/11		1/15/15			1/29/14		
John McClain	1658	1/30/12	2/1/12	2/2/12	1/31/12								4/23/14										2/6/13		
John Lynam	485	12/19/13	12/19/13	12/19/13	12/19/13			11/5/14					4/23/14										2/26/14		
Rick Glessner	744	12/19/13	12/19/13	12/19/13	12/19/13			5/11/16					4/23/14		2/4/16		1/15/15						2/26/14		
Jon Carlson	256	12/19/13	12/19/13	12/19/13	12/19/13			2/6/14					4/23/14		2/4/16		3/31/15						2/26/14		
Larry Jerome	1815	12/19/13	12/19/13	12/19/13	12/19/13																		2/6/13		
Chris Becken	223	12/5/16	12/7/16	12/5/16	12/6/16			12/4/14					2/19/15				1/15/15						1/29/14		
Rian Eddie	2864	12/8/14	12/10/14	12/11/14	12/9/14			2/1/13					4/23/15										2/17/16		
Jesse Sullivan	2794	12/8/14	2/10/14	12/11/14	12/9/14			12/4/14					4/23/15										2/6/13		
James Tarwater	3103	1/12/16	12/9/15	12/10/15	12/8/15																		2/6/13		
Brent Blymer	3130	1/25/16	1/27/16	1/28/16	1/26/16								2/15/2016										2/6/13		
Marc Gilman	3198	12/5/16	12/7/16	12/8/16	12/6/16			2/1/2013					1/11/2013										2/6/13		
John Briscoe	3392	1/5/13	1/17/13	1/18/13	1/16/13																		2/6/13		
Chris Miller	2313	1/30/12	2/1/12	2/2/12	1/31/12																				
Dan Byers	515	1/16/14	1/16/14	1/16/14	1/16/14								4/10/2014												
Kirk Wohlgemuth	3383	10/18/12	10/18/12	10/18/12	10/18/12			11/16/2016					11/2/2016										2/22/12		4/2/2014

REQUIRED CONTRACT PROVISION  
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

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

Explanation

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

Note: If funds other than appropriated federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**Certification of Final Indirect Costs**Firm Name: BG Consultants IncIndirect Cost Rate Proposal: 162.91%Date of Proposal Preparation (mm/dd/yyyy): 12/13/2011Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/04/10 - 12/31/10  
Audit Complete 11/2011

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: Thomas L. BennettName of Certifying Official (Print): Thomas L. BennettTitle: Vice Pres.Date of Certification (mm/dd/yyyy): 12/13/11

**REQUIRED CONTRACT ATTACHMENT  
TAX CLEARANCE CERTIFICATE**

Consultants and Sub-Consultants are required obtain a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR]. The Tax Clearance Certificate contains a Transaction Number and a 90 day time period that need to be transcribed to this attachment (below) at the time of contract execution. The Tax Clearance process is a tax account review by KDOR to determine the Consultant's and Sub-Consultant's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will not execute this agreement if the Consultant and Sub-Consultant(s), as listed as Direct Expenses on the Special Attachment No. 6 – Consultant's Proposal or on an Exhibit B, are not listed below. The Bureau of Local Projects will verify the certification through the Transaction Number.

To obtain a Tax Clearance Certificate, the Consultant (or Sub-Consultant) shall complete an Application Form and submit it to KDOR. The Application Form can be completed and submitted online, by mail, or by fax. Application Forms are available at <http://www.ksrevenue.org/taxclearance.htm>. After the Consultant (or Sub-Consultant) submits the Application Form, KDOR will provide the applicant a Transaction ID number and a certification time period. The Consultant (or Sub-Consultant) shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on online applications are generally available the following business day.

If the Consultant (or Sub-Consultant) is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Application for Tax Clearance, the Consultant (or Sub-Consultant) shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Tax Clearance Certificate Confirmation Number

	<u>Firm Name</u>	<u>Transaction Number</u>	<u>Time Period (m/d/y - m/d/y)</u>
Consultant	<u>BG Consultants, Inc</u>	<u>CC65-954J-EPA4</u>	<u>10/12/11 - 01/10/12</u>
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____

Kay Pesnell  
Douglas County  
Register of Deeds

January 4, 2012

Douglas County Commissioners

The following information is to report the activity of the Register of Deeds Technology fund for 2011.

Ending Balance for 2010	\$299,652.02
Total Collected in 2011	\$131,520.00
Expenditures incurred by Register of Deeds office In 2011	\$ 31,299.47
Late transfer for 2009	\$ 88,000.00
Late transfer for 2010	\$130,000.00
Approximate available in fund	\$181,872.55

Statute Number 28-115a, allows the register of deeds to transfer any excess monies not needed by the register of deeds office. State Law allows county commissioners to transfer these excess monies to other county departments "for equipment or technological services relating to land or property records filed or maintained by the county."

For 2011 I would like to transfer \$100,000.00 to the Reserve Technology Fund(232) to be used by other Douglas County land records offices.

Thank you for your time.

Kay Pesnell



## DOUGLAS COUNTY PUBLIC WORKS

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

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

### MEMORANDUM

TO : Board of County Commissioners

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

DATE : January 9, 2012

RE : Project No. 2010-20; Acquisition of Easement; Consent agenda

As you are aware construction is to begin later this spring on the improvement of 6<sup>th</sup> Street in north Baldwin City. While a formal detour is planned for the project it is apparent significant traffic will use E1750 Road, north of the Baldwin high school, in an effort to circumvent the construction.

Some maintenance improvements to E1750 Road have been planned in recognition of the upcoming increase in traffic. Those proposed improvements include ditch and associated backslope grading to improve safety given the anticipated increased traffic. Please note the proposed work has been needed for some time, but the upcoming construction of 6<sup>th</sup> Street is affecting the timeframe in which it should be accomplished.

Some activities are already underway in existing right-of-way and are being accomplished using county personnel.

To ensure the proper completion of this project approval is recommended for the attached CONTRACT's FOR HIGHWAY PURPOSES.

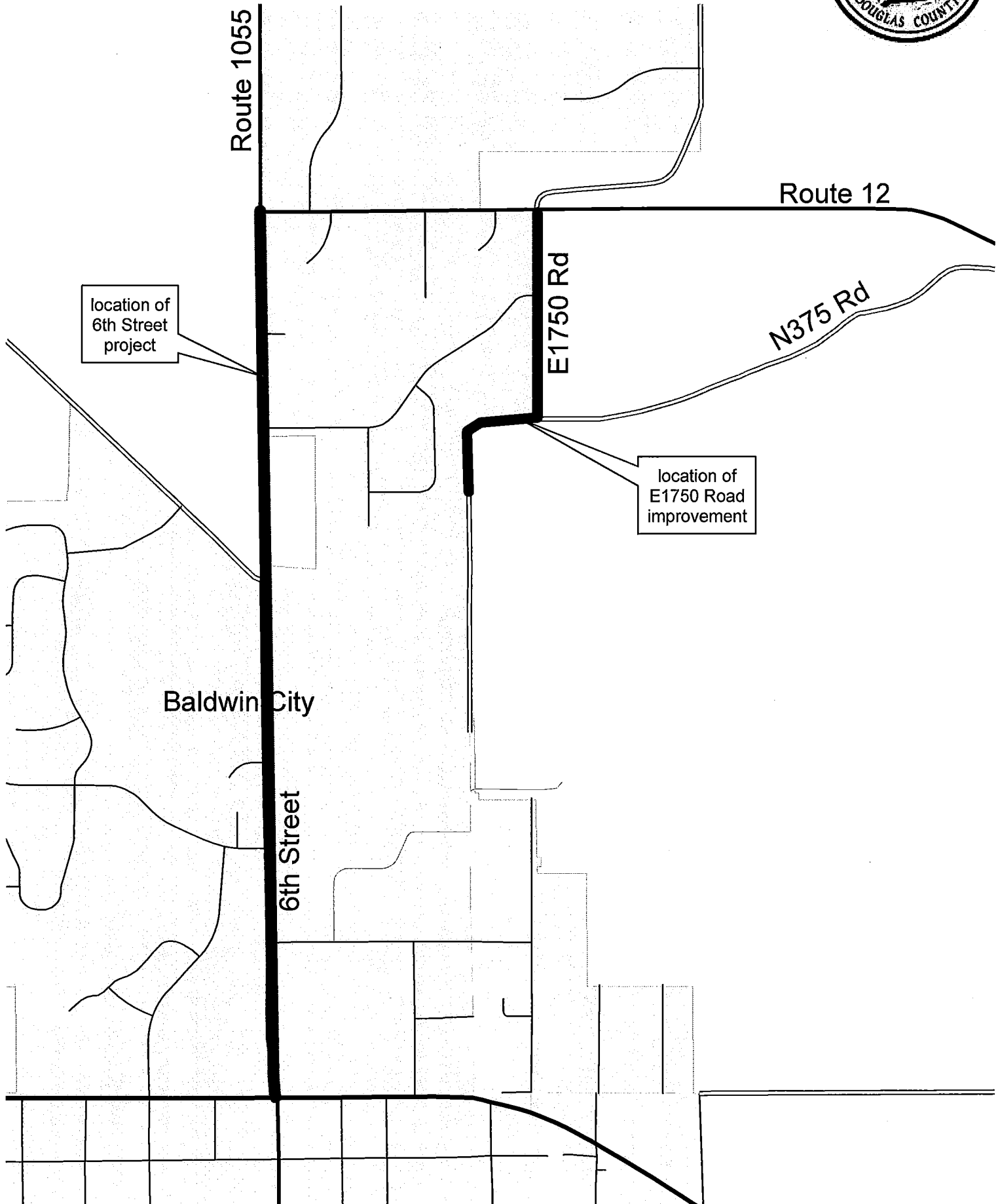
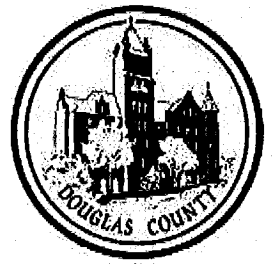
**ACTION REQUIRED:** Consent agenda approval to authorize Jim Flory to affix his signature to the CONTRACT's FOR HIGHWAY PURPOSES.



# Project No. 2010-20



1 inch = 750 feet



January 12, 2012

Dave Corliss, City Manager  
6 East 6<sup>th</sup> Street  
Lawrence, Kansas 66044

Dear Dave:

On November 17, 2011, you and I met with the 911 Advisory Board that provides operational policy direction for the Emergency Communications Center. This board informed us that we face a significant challenge to update our center to replace aging and obsolete equipment, and to comply with federal mandates to convert the radio frequencies used by our center.

This situation is very similar to the challenge that we faced in the early nineties when the City and County needed to update the center by installing the original Computer Aided Dispatch (CAD) technology. At that time, it made no sense to purchase two systems for two separate emergency communications centers, so a decision was made to merge the two dispatch operations, and to jointly finance the equipment.

The center's technology has again become obsolete, and the equipment is reaching the end of its useful life. The replacement technology is even more expensive, and the federal government is forcing us to convert to the new technology, with a deadline when portions of the old technology will, in effect, be turned off.

Under the interlocal agreement that was negotiated in 1995 to implement a merged emergency communications operation, it was agreed that the City and County would split costs for the merged operation based on what the City and the County had spent in the past for their own separate operations, with the end result being that neither the City nor the County had to pay significantly more than they had previously spent for operation of their separate dispatching operations. As a result of this agreement, the City of Lawrence pays 66% of the cost of the operation of this center and Douglas County pays 34% of the cost of the operation. The merged operation enabled the City and the County to jointly finance a significant upgrade to the technology in the center, substantially improving the service levels for both units of government.

The 911 Advisory Board has done a significant amount of research exploring the various alternatives to meet the challenge, and determining a cost estimate of this project that we must complete within the next two years. As you and I were informed on November 17<sup>th</sup>, the board is estimating that the cost for the necessary rehabilitation of the center will be up somewhere close to 7 million dollars. Because of the time that it will take to plan and construct the rehabilitation of the center, the decisions on how the cost for the center will be shared by the City and the County, and how each of us will finance the cost must be determined within the next few months.

Section 5 of the agreement between the City of Lawrence and Douglas County that established the joint emergency communications center in 1995, states the following:

Financial Participation by the Parties. Each year, the Center Administrator shall submit to the County and the City a budget for the operation of the Center. Upon approval by each

governmental body, the budget shall be adopted and the cost of the operation of the Center shared by the parties according to the following percentages:

County	34%
City	66%

The City shall pay to the County its proportionate share of the operating expenses no less frequently than quarterly. County shall pay directly all operating costs of the Center.

Unlike the interlocal agreement that created the Lawrence Douglas County Fire Medical Department, the agreement establishing the joint communications center does not have a separate section addressing how capital costs are to be split. Under the agreement setting up the fire-medical department, capital costs that support only the fire function (like fire trucks or fire stations that do not house an ambulance) are paid by the City, capital costs that support only the medical function (like an ambulance or a station that does not support the fire service) are paid 100% by the county. The Fire-medical contract does not address how those capital costs necessary to support both the medical and fire functions are to be split.

When the City decided to build a new fire/administration station at 1911 Stewart several years ago, the City and the County agreed that the station would be used to support both the county responsibility to provide medical services to Douglas County residents and the City responsibility to provide fire services to Lawrence residents. Based on that consensus, the County agreed to pay for a share of main fire station based on the same proportionate share that the county pays of the operating costs of the merged department, even though the contract creating the Fire Medical Department did not explicitly require the County to pay anything.

Based upon this precedent, the County Commission has directed me to ask the City to agree to pay for a proportionate share of the cost of the essential upgrade to the joint emergency communications operation, based on the same percentage that the City pays for operation of the center: 66%. At this percentage and based on our current estimate of the costs, the City's share would be up to 4,620,000.

We look forward to meeting with you to negotiate an agreement that will enable the City and County to jointly make the necessary hard choices that we both face to assure that our jointly operated center continues to be able to provide essential emergency communication services to all of the citizens that we both serve.

Call me so we can work out a timetable for the negotiation and development of the necessary agreements.

Sincerely,

G. Craig Weinaug  
County Administrator

## Redistricting Process for Douglas County Commission

The three Douglas County commissioners each represent a district within Douglas County. The boundaries delineating the three districts are redrawn once every ten years based upon census data to assure that each district has approximately the same population, as required by law.

The Douglas County Commission will start work on the task of adjusting the County Commission boundary lines based on 2010 Census data at their regular meeting on January 11<sup>th</sup> at 6:35 pm by considering three proposals that have been developed for discussion. Interested citizens are encouraged to attend this meeting.

Attached are four documents that the County Commission will be discussing at the meeting on January 11<sup>th</sup>. The first document ([link](#)) provides the existing boundaries for the County Commission districts with the population of each district before changes are made. As currently set, all of district one is within the city limits of Lawrence, district two includes portions of Lawrence, all of Eudora, all of Baldwin City, and portions of the unincorporated areas of Douglas County mostly located east of Lawrence; and district three includes portions of Lawrence, all of Lecompton, and portions of the unincorporated areas mostly located west of Lawrence.

The first alternative ([link](#)) equalizes the population between districts by shifting two precincts from district 3 to district 1. Under this proposal, all of district one remains within Lawrence and the other two districts represent portions of Lawrence, and portions of the remainder of the county.

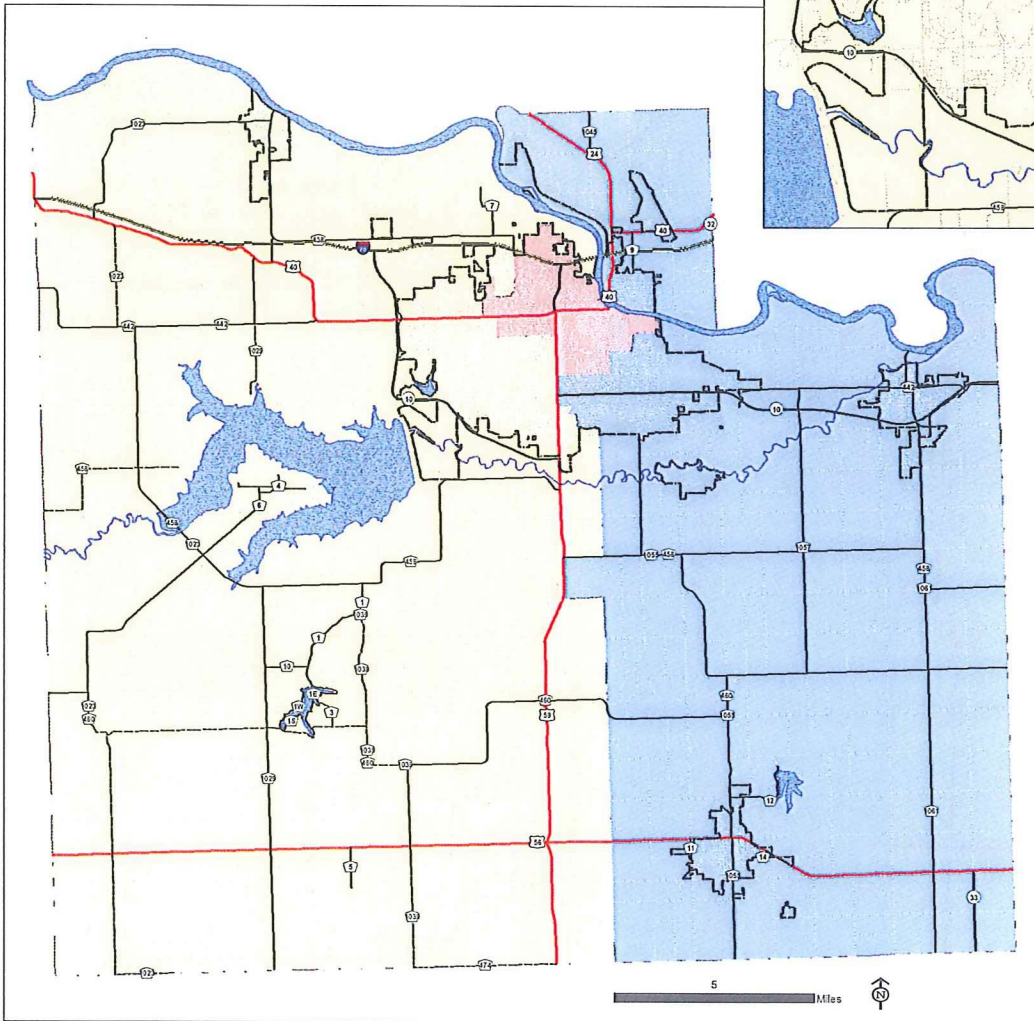
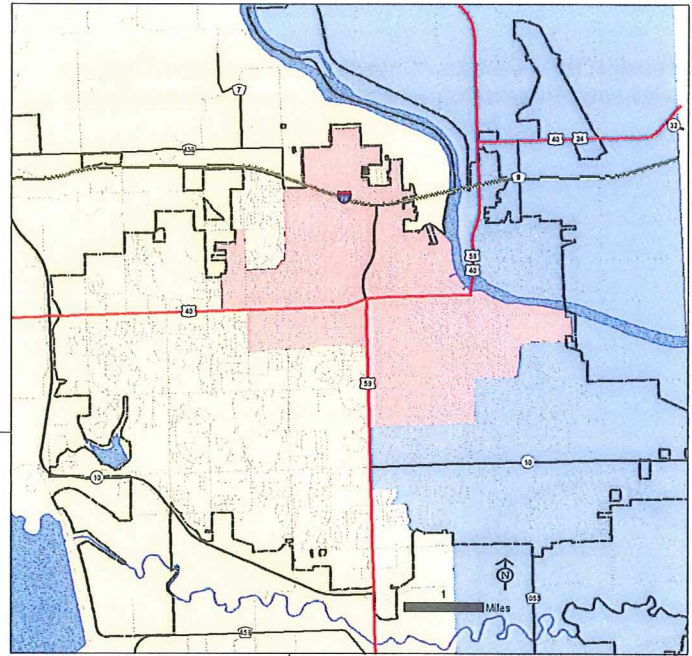
The second alternative ([link](#)) makes more specific changes to the boundaries, and equalizes the population of each of the districts slightly better. Under this proposal, district one continues to be contained completely within the city limits of Lawrence, and the other two districts continue to represent portions of Lawrence, and portions of the remainder of Lawrence.

The third alternative ([link](#)) represents a more significant shift in how the boundaries are drawn. Under this alternative, each of the districts would include a significant portion of Lawrence, one of the three other cities in the county, and a portion of the unincorporated area. District one would include a portion of Lawrence, all of Lecompton, and a portion of the unincorporated area located primarily northwest of Lawrence. District two would include a portion of Lawrence, all of Eudora, and a portion of the unincorporated area located primarily northeast of Lawrence. District three would include a portion of Lawrence, all of Baldwin City, and a portion of the unincorporated area located primarily south of Lawrence.

**Existing Douglas County Commissioner Districts  
with Total Population Residing in Each District Based  
Upon 2010 Census Data**

- District 1 - 33,652 population (8.90% under)
- District 2 - 36,873 population (0.19% under)
- District 3 - 40,301 population (9.09% over)

Average Target Population per Commissioner District = 36,942



According to the first data released by the Census Bureau from the 2010 Census, the population of Douglas County grew from 99,962 in 2000 to 110,826. Assuming an equalized population within each commissioner district, the target population should be 36,942.

Date: 12/22/2011

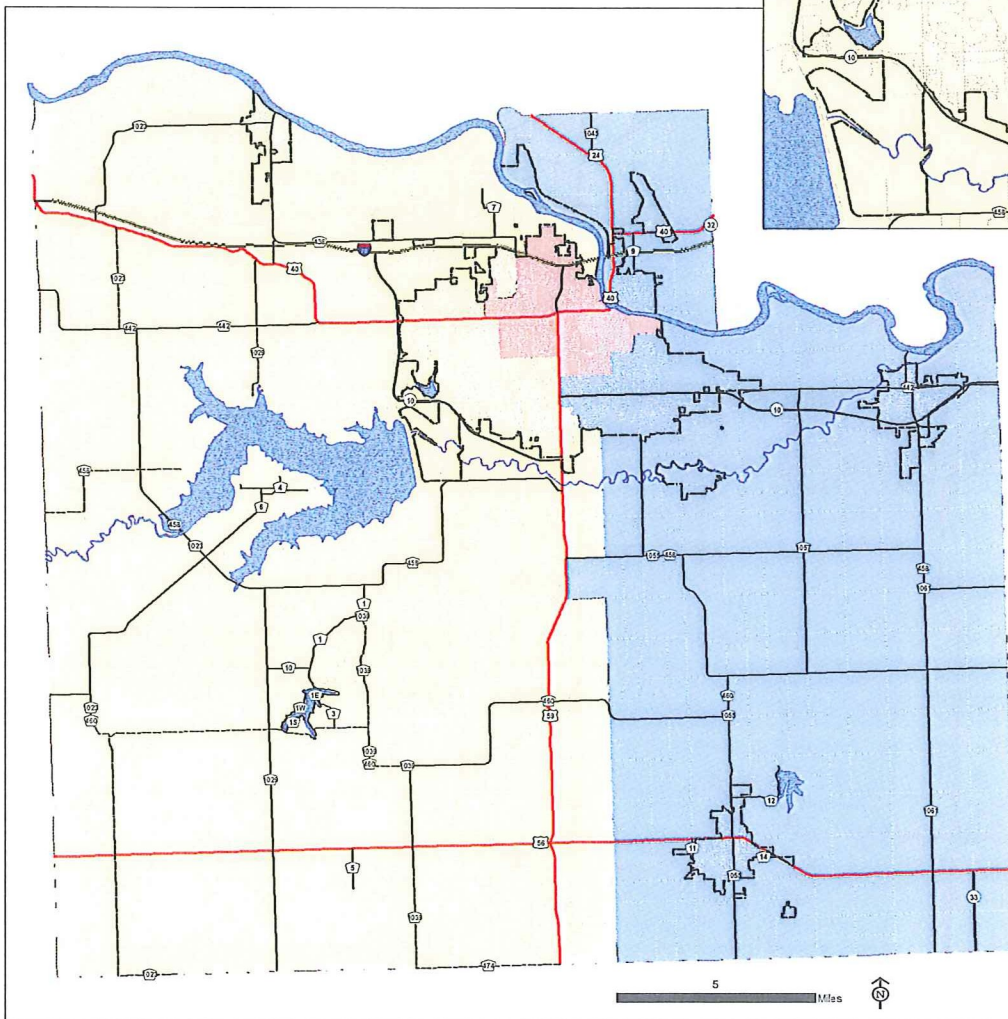
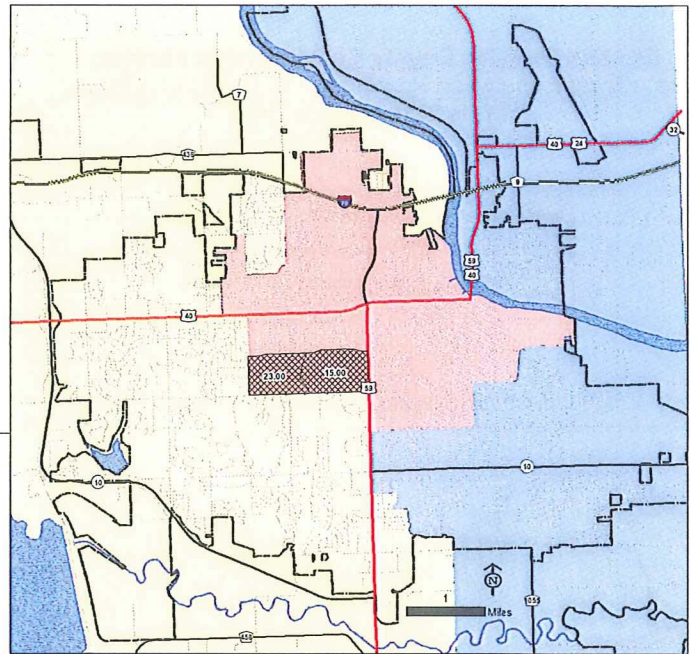
**DISCLAIMER NOTICE**

The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for the appropriateness for use rests solely on the requester. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the map, including the fact that the map is dynamic and is in a constant state of maintenance, correction and update.

**Proposal #1 -- Douglas County Commissioner Districts with Total Population Residing in Each District Based Upon 2010 Census Data**

- District 1 - 36,797 population (0.39% under)
- District 2 - 36,873 population (0.19% under)
- District 3 - 37,156 population (0.58% over)

Average Target Population per Commissioner District = 36,942



Changes to existing districts: (P=precinct)  
 a) P 15 (Immanuel Lutheran Church), P 23 (Presbyterian Manor) moved from 3rd District to 1st District

According to the first data released by the Census Bureau from the 2010 Census, the population of Douglas County grew from 99,962 in 2000 to 110,826. Assuming an equalized population within each commissioner district, the target population should be 36,942.

Date: 12/22/2011

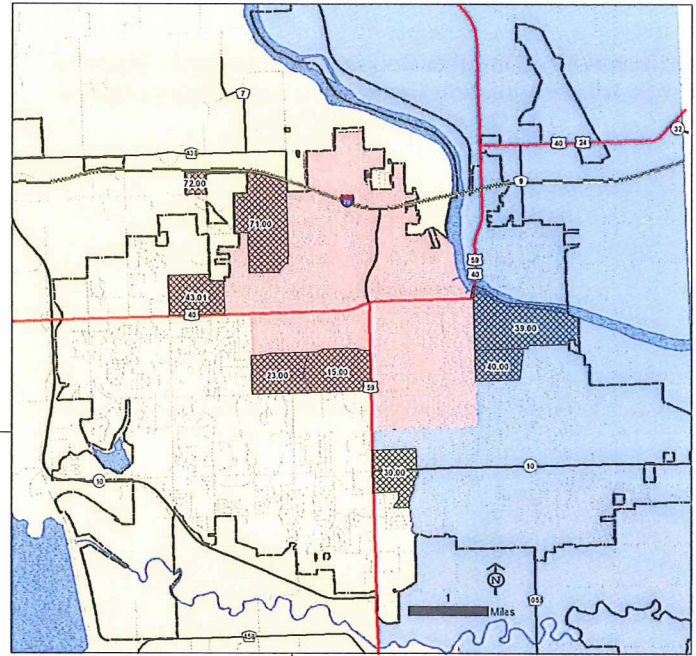
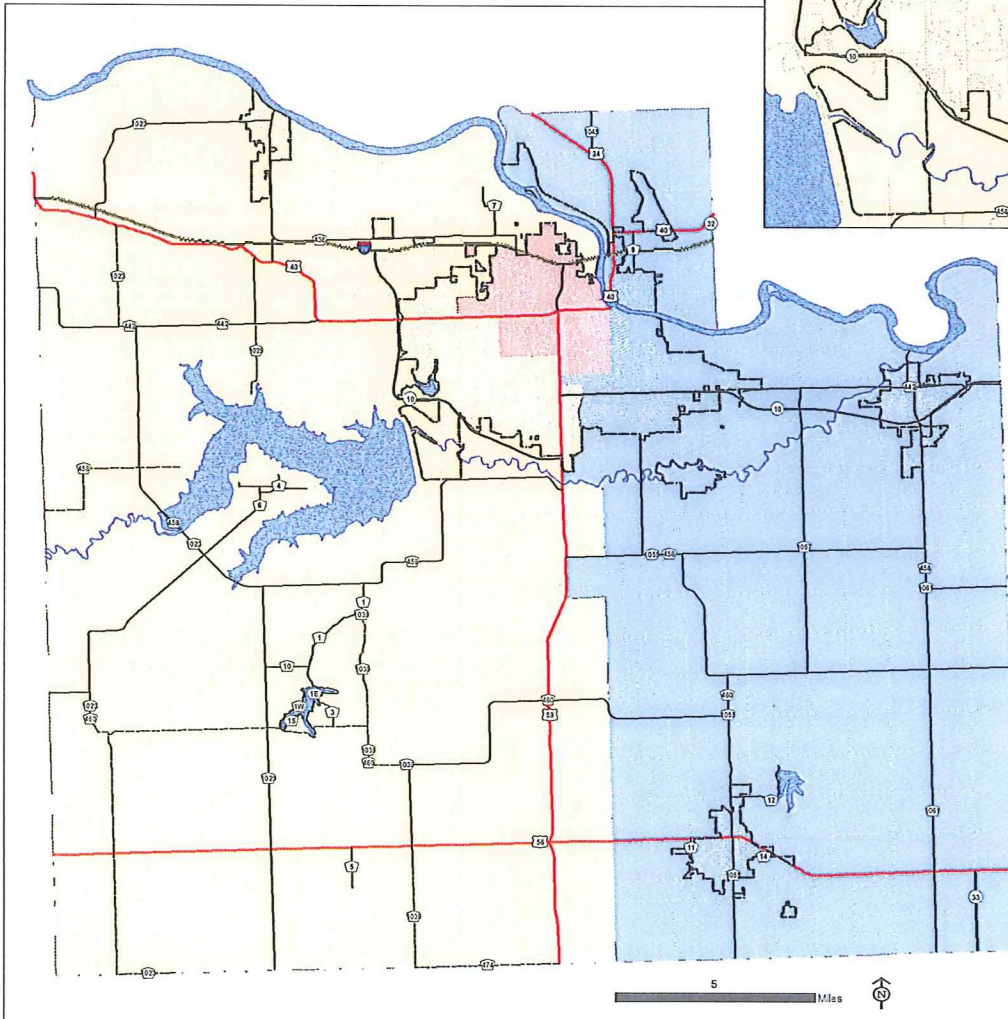
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**Proposal #2 -- Douglas County Commissioner Districts  
with Total Population Residing in Each District Based  
Upon 2010 Census Data**

- District 1 - 36,927 population (0.04% under)
- District 2 - 36,999 population (0.15% over)
- District 3 - 36,900 population (0.11% under)

Average Target Population per Commissioner District = 36,942



- Changes to existing districts: (P=precinct)
- a) P 15 (Immanuel Lutheran Church), P 23 (Presbyterian Manor), P 43.01 (Free State High School), P 71-72 (Free State High School) moved from 3rd District to 1st District
  - b) P 39 (New York Elementary School) and P 40 (Trinity Lutheran Church) moved from 1st District to 2nd District
  - c) P 30 (Schwegler Elementary School) moved from 2nd District to 3rd District

According to the first data released by the Census Bureau from the 2010 Census, the population of Douglas County grew from 99,962 in 2000 to 110,826. Assuming an equalized population within each commissioner district, the target population should be 36,942.

Date: 12/22/2011

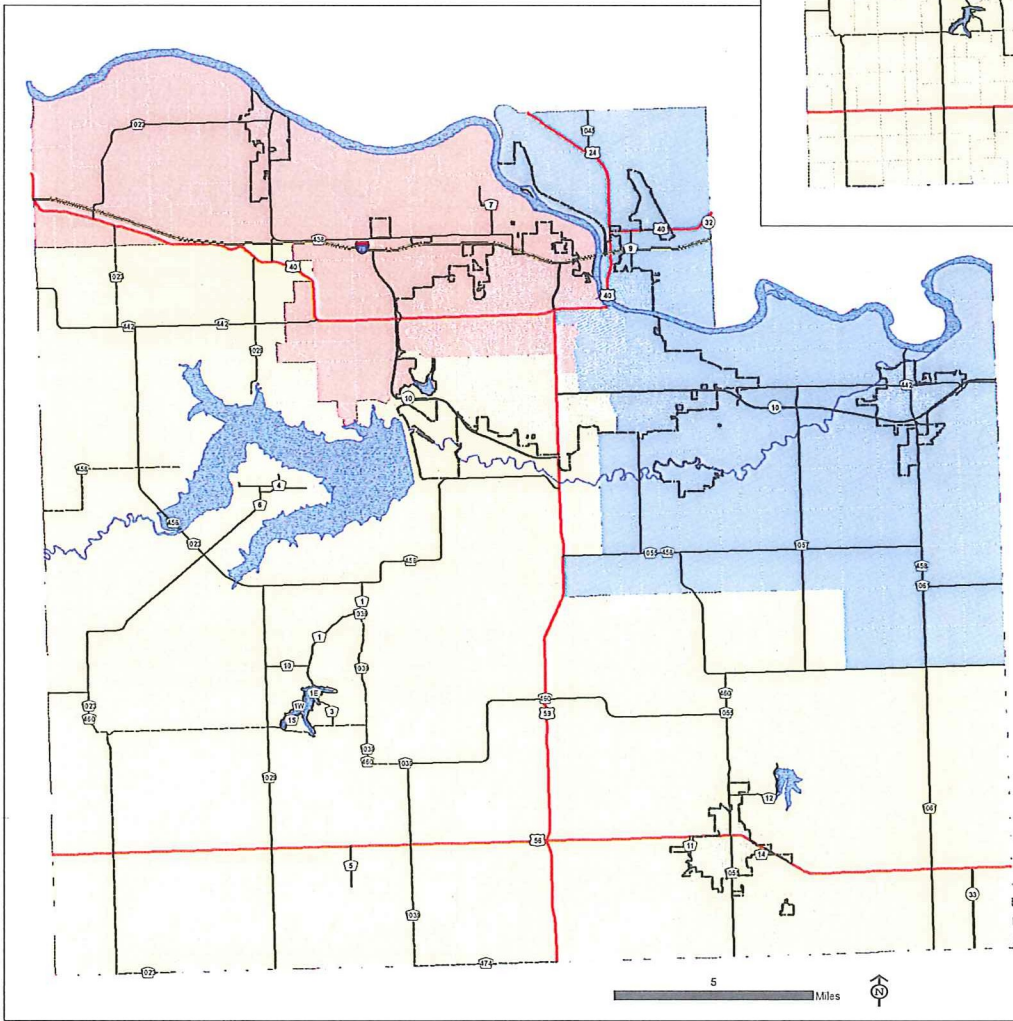
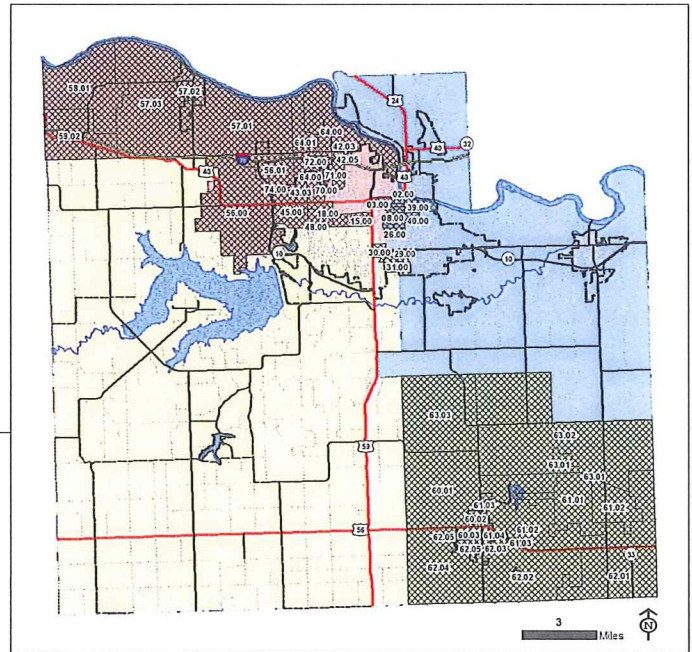
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**Proposal #3 -- Douglas County Commissioner Districts with Total Population Residing in Each District Based Upon 2010 Census Data**

- District 1 - 37,237 population (0.80% over)
- District 2 - 36,781 population (0.44% under)
- District 3 - 36,808 population (0.36% under)

Average Target Population per Commissioner District = 36,942



- Changes to existing districts: (P=precinct)
- a) P 15 (Immanuel Lutheran Church), P 18 (Mustard Seed Church), P 23 (Presbyterian Manor), P 42 (Church of Christ), P 43 (Free State High School), P 45 (Langston Hughes Elementary School), P 48 (Pioneer Ridge Assisted Living), P 56 (Kamwaka Township), P 57 (Leconompton Township), P 58 (Big Springs Township), P 64 (North Wakarusa), P 70-74 (Free State High School) moved from 3rd District to 1st District
  - b) P 2 (Lawrence City Library), P 3 (Douglas County Senior Center), P 7 (Plymouth Congregational Church), P 8 (Trinity Lutheran Church), P 25 (Central United Methodist Church), P 26 (Cordley Elementary School), P 39 (New York Elementary School) and P 40 (Trinity Lutheran Church) moved from 1st District to 2nd District
  - c) P 29 (Checkers Foods), P 30 (Schwegler Elementary School), P 31 (Southside Church of Christ), P 60 (Northwest Baldwin), P 61 (Northeast Baldwin), P 62 (South Baldwin) and P 63 (Vinland) moved from 2nd District to 3rd District

According to the first data released by the Census Bureau from the 2010 Census, the population of Douglas County grew from 99,962 in 2000 to 110,826. Assuming an equalized population within each commissioner district, the target population should be 36,942.

Date: 12/22/2011

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