

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, MARCH 14, 2012

4:00 p.m.

-Consider approval of the minutes for February 29, 2012.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider recommendation for vehicle purchase of one 2012 Dodge Caravan and one 2012 Chevrolet, 15 passenger van for the Sheriff's Office (Ken McGovern);
- (c) Consider approval to award bids for various signs, posts and miscellaneous materials as recommended by the Director of Public Works (Keith Browning);
- (d) Consent Agenda authorization to solicit bids for pavement marking services (Keith Browning);
- (e) Consider approval to solicit bids for Project No. 2012-8, surface restoration project on Route 442 from Wakarusa River bridge to the K-10 interchange east of Eudora (Keith Browning);
- (f) Consider approval to solicit bids for Project No. 2012-6, pavement rehabilitation work on Route 1057 from Route 460 to Route 458, with an add-alternate contract item for pavement rehabilitation work on Rte 460 from Route 1057 to E 2000 Road (Keith Browning);
- (g) Consider approval of recommendation to award for elevator modernization (Jackie Waggoner); and
- (h) Review and approve FY2013 7th Judicial District JJA Grant (Pam Weigand);
- (i) Consider approval of Resolution 12-06 amending the Rules and Regulations applicable to Lone Star Lake Park, replacing Resolution 12-05 (Res. 12-06 is a more concise version of Res.12-05 to reduce publication costs) (Craig Weinaug)

REGULAR AGENDA

- (2) Consider approval of letter from Bioscience and Technology Business Center for a request for funding of \$1 million for the Phase II addition to their facility (LaVerne Epp)
- (3) Green Games Results (Caitlin Stene- no backup)
- (4) Consider approval of Construction Engineering Services Agreement with BG Consultants for Bridge Replacement Project No. 23 C-4123-01 for replacement of Route 1057 bridge over the Wakarusa River; Douglas County Bridge No. 13.00-19.00 (Keith Browning)
- (5) Presentation and consideration for approval to submit a grant proposal from "Can We Talk" mentoring group to the Kansas Juvenile Justice Authority (Willie Amison)-backup provided at meeting
- (6) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Lawrence-Douglas County Metropolitan Planning Commission - 05/12
 - Property Crimes Compensation Board - 04/12
 - Heritage Conservation Council (2) Positions – 05/12
 - (c) Public Comment
 - (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, MARCH 21, 2012 -Tentatively Cancelled

WEDNESDAY, MARCH 28, 2012

WEDNESDAY, APRIL 4, 2012

6:35 p.m. -Regular Agenda-Consider approval of US-40 & K-10 Area Transportation Plan (Keith Browning)

WEDNESDAY, APRIL 11, 2012

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

WEDNESDAY, APRIL 25, 2012

WEDNESDAY, JULY 11, 2012 4:00 p.m. – Cancelled; 6:35 p.m. – Tentatively Cancelled

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.

February 29, 2012

Gaughan called the regular meeting to order at 4:00 p.m. on Wednesday, February 29, 2012 with all members present.

CONSENT AGENDA 02-29-12

Thellman moved approval of the following Consent Agenda for items:

- ▶ Commission Order No. 012 (on file in the office of the Clerk); and
- ▶ Authorized the Public Works Director to approve the low price quote from Cretex Concrete Products for supply of two precast concrete drainage structures in the total amount of \$115,424.00;
- ▶ Accepted the low bid from Bettis Asphalt and awarded a construction contract in the amount of \$889,753.90 for Project No. 2012-5, and authorized the Public Works Director to approve change orders up to 10% of the contract amount;
- ▶ Accepted the low bid from King's Construction Co. and awarded a construction contract in the amount of \$282,884.10 for Project No. 2011-8, road improvements on Route 438, and authorized the Public Works Director to approve change orders up to 5% of the contract amount;
- ▶ Approved Acquisition of Construction Easement for Project No. 2010-10, County Route 1055 improvement from US56 to Route 12 Sixth Street in Baldwin City with the following property owners: Baldwin Knights Association, Inc; 362 East 1700 Road, Baldwin City; JESS, LLC, 305 Kaw Lane East, Lake Quivira; and Stephen L. and Alison D. Bauer, 1315 Maple Leaf Court; and
- ▶ Approved Acquisition of Construction Easement for Drainage Structure No. 2.00N-18.26E and 2.00N – 18.29E with property owner: Dwayne J. and Rickie E. Madl, Co-Trustees of the Jo Ann Madl Living Trust dated November 20, 2001 c/o Madl Company.

Motion was seconded by Flory and carried 3-0.

ACCOUNTS PAYABLE 02-29-12

Gaughan moved to approve accounts payable in the amount of \$678,071.39 to be paid on 03/01/12 and a wire transfer in the amount of \$66,659.00 paid on 02/29/12. Motion was seconded by Flory and carried 3-0.

APPOINTMENTS 02-29-12

Gaughan moved to appoint Nancy Thellman to the Destination Management Board, replacing Mike Gaughan. Motion was seconded by Flory and carried 3-0.

Gaughan moved to adjourn the meeting; Thellman seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

DRAFT

OFFICE OF



THE SHERIFF

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

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: February 27, 2012

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase one 2012 Dodge Caravan and one 2012 Chevrolet 15 passenger van. This purchase would total \$47,236.15 and is necessary to ensure the continued reliable operation of our vehicles.

The Dodge Caravan would replace one 2005 Ford Crown Victoria Police Interceptor with high mileage that is currently in operation within the Corrections Division Training Unit. The Chevrolet 15 passenger van would replace one, 2006 Ford F-350 passenger van with high mileage that is currently in operation within the Corrections Division Transportation Unit.

The Dodge Caravan purchase would be made with Landmark Dodge in Independence, Mo., under the current MACCP contract. This purchase would total \$21,299.65.

The Chevrolet 15 passenger van purchase would be made with Roberts Chevrolet Chrysler in Platte City, MO under the current MACCP contract. This purchase would total \$25,936.50.

Funding for both vehicles is available from Sheriff's Office budget line item 91221.

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 5, 2012

Re : Consent Agenda Acceptance of Bids for Various Signs, Posts and Miscellaneous Materials

Bids for finished signs, cut-out lettering, steel posts, Telespar posts, and miscellaneous accessories were opened February 27th. Attached is a listing of all bids received. The lowest bid is recommended for each item or group of items, and is shown in red on the attached listing. The following awards are recommended:

CPC Signs (Finished Signs)	\$15,074.24
Vulcan (Sign Blanks)	\$ 5,119.00
IBIS (cut-Out Lettering)	\$ 1,312.45
Newman Signs (Steel Posts)	\$ 1,388.25
J & A Traffic (Telespar Posts)	\$ 6,305.00
Dyna Engineering (Super-Lok Caps)	\$ 507.50
Dyna Engineering (Super-Lok Crosses)	\$ 744.00
CPC Signs (Temp. Pv'mt Marking)	<u>\$ 812.60</u>
BID TOTAL	\$31,263.04

Sufficient funds are available in Fund 201, line items 71241, 71243 and 70400 to cover these items.

Action Required: Consent Agenda approval to award bids for various signs, posts, and miscellaneous materials as recommended by the Director of Public Works.

**DOUGLAS COUNTY PUBLIC WORKS
2012 SIGNS AND ACCESSORY BID
BID #12-F-0004; COMBINED BID TAB
BID OPENING FEBRUARY 27, 2012**

BID ITEMS (Awarded by Group)

	VULCAN	CPC SIGN	NEWMAN	ROCAL	NATIONAL	HALL	IBIS TEK	SIGN D' SIGN	J & A TRAFFIC	DYNA ENGINEER	MD SOLUTION	TC & PROTECT	AMERICAN SIGN	ALL ROAD	KANSAS CORR. IND.
FINISHED SIGNS	\$15,383.57	\$15,074.24	\$18,768.45	\$17,088.53	\$18,296.45	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 31,841.16
SIGN BLANKS	\$5,119.00	\$5,189.00	\$5,438.00	\$5,911.00	\$6,672.00	NO BID	\$5,297.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
CUT OUT LETTERING	\$1,483.10	\$1,921.48	\$1,719.88	\$2,238.72	\$1,983.50	NO BID	\$1,312.45	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
STEEL POSTS	\$1,457.10	NO BID	\$1,388.25	NO BID	\$1,999.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TELESPAR POSTS	\$7,399.50	NO BID	\$7,431.00	NO BID	\$8,383.50	NO BID	NO BID	NO BID	\$6,305.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

MISC. ITEMS (Awarded on Item by Item Basis)

SUPR-LOK CAP, #91 US-OL90 (QTY 250)	\$700.00	\$775.00	\$1,390.00	NO BID	\$625.00	NO BID	NO BID	NO BID	NO BID	\$507.50	\$622.50	NO BID	\$1,000.00	NO BID	NO BID
SUPR-LOK CROSS, #990X (QTY 250)	\$1,074.00	\$930.00	\$1,668.00	NO BID	\$1,080.00	NO BID	NO BID	NO BID	NO BID	\$744.00	\$807.00	NO BID	\$1,200.00	NO BID	NO BID
TEMP. PVMT MRKG TAPE- YELL (10 BOXES)	NO BID	\$812.60	\$1,320.00	NO BID	\$820.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

BID SUMMARY	
COMPANY	AMOUNT
VULCAN SIGN	\$32,616.27
CPC SIGN COMPANY	\$24,702.32
NEWMAN SIGNS	\$39,123.58
ROCAL	\$25,238.25
NATIONAL SIGN	\$39,859.45
HALL SIGN	\$0.00
IBIS TEK	\$6,609.45
SIGN D' SIGN	\$0.00
J & A TRAFFIC	\$6,305.00
DYNA ENGINEERING	\$1,251.50
MD SOLUTIONS	\$1,429.50
TRAFF. CONT. PROTECT.	\$0.00
AMERICAN SIGN CO.	\$2,200.00
ALL ROAD	\$0.00
KANSAS CORRECTION IND.	\$31,841.16
BID TOTAL	\$179,335.32

REMARKS
SHADED BIDS DO NOT CONFORM W/ SPEC.
RED HIGHLIGHT = LOW BIDDER
Purple Highlight = Bidder has addition errors
EQUAL BIDS AWARDED TO THE BIDDER WITH THE HIGHEST AWARD AMOUNT.

MEMORANDUM

To : Board of County Commissioners

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

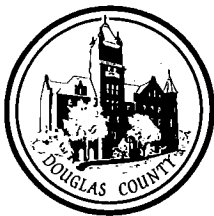
Date : March 7, 2012

Re : Consent Agenda authorization to solicit bids for pavement marking services

This department contracts for supplying materials and painting pavement markings on county routes. Pavement markings typically need repainting annually. For the past five years, Douglas County has utilized a renewable contract for pavement marking services. That contract was executed in 2007 with Midwest Striping, Inc., and was renewable through 2011. This year we need to solicit bids, and enter into another renewable contract for these services.

The 2012 Road & Bridge Fund 201 has \$148,533 allocated for pavement markings. We currently estimate the 2012 cost will be approximately \$160,000 assuming all county road mileage is painted. Depending on bids received, we may need to overrun the line item or utilize Special Highway Fund 214 for the overage. We may also be able to under run bid quantities by choosing to forgo painting of some portions of county routes.

Action Required: Consent Agenda authorization to solicit bids for 2012 pavement marking services.



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/County Engineer *KB*

Date : March 8, 2012

Re : Authorization to solicit bids for asphalt overlay of portion of Route 442
Route 442 (10th Street in Eudora) from Wakarusa River bridge to K-10
Project No. 2012-8

The City of Eudora was recently reclassified from a 3rd class city to a 2nd class city. We have discussed with the City of Eudora their assuming maintenance of portions Route 442 (10th Street) and Route 1061 (Church Street and Main Street) within the city limits. Route 442 (10th Street) has significant surface deformations and cracking, and needs to be milled, patched and overlaid prior to the City of Eudora assuming maintenance.

Route 1061 (Main Street) north of 10th Street through downtown Eudora was resurfaced a few years ago as part of Eudora's downtown beautification project. Route 1061 (Church Street) between 10th Street and K-10 was also resurfaced a few years ago. Both of those portions of Route 1061 will not need further work before turning over to Eudora. However, Route 1061 (Church Street) from K-10 south one mile to N 1200 Road (28th Street) needs to be patched and overlaid. Work on this section of Route 1061 is included in the CIP and scheduled for this year. Since Route 1061 south of K-10 is part of the detour for the Route 1057 bridge replacement project over the Wakarusa River, it would be prudent to wait until next year to work on Route 1061 south of K-10.

The CIP includes \$412,000 for milling, patching and asphalt overlay on Route 442 (10th Street) from the Wakarusa River bridge just west of E 2100 Road to the K-10 interchange east of Eudora. The work is scheduled for this year. This department is preparing construction plans, which are nearly complete.

In addition to the asphalt overlay, the City of Eudora requested we pave 4'-wide shoulders throughout the project length. For much of the project length, adding shoulders is problematic given road geometries. However, from Ash Street east to K-10, a distance of 1-1/4 miles, the roadbed has sufficient width for 4'-wide shoulders. Assuming paved shoulders from Ash Street to K-10 are included, we currently estimate the project to cost approximately \$596,000. Without paved shoulders, we estimate the project to cost approximately 430,000. There are sufficient funds in the CIP to absorb the additional cost of paved shoulders. Paving shoulders where feasible is consistent with our current practices.

If approved by the BOCC, we plan to open bids in early-April. Construction is planned for early-to mid-summer.

Action Required: Approval to solicit bids for Project No. 2012-8, surface restoration project on Route 442 from the Wakarusa River bridge to the K-10 interchange east of Eudora.

MEMORANDUM

To : Board of County Commissioners

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

Date : March 8, 2012

Re : Authorization to solicit bids for Route 1057 overlay Project No. 2012-6
Mill, patch, & overlay Route 1057 from Route 460 to Route 458
Add-alternate for overlaying Route 460 from Route 1057 to E 2000 Road

As presented to the BOCC in December 2010, we planned to overlay Route 1057 from Route 460 to N 1275 Road (5.75 miles) this year. Given budget constraints, and the fact that Route 1057 north of Route 460 is part of the detour for the Wakarusa River bridge replacement project, we propose to overlay Route 1057 only from Route 460 to Route 458 (3 miles) this year. In addition, we wish to include an add-alternate contract item for overlaying a one-mile section of Route 460 from Route 1057 to E 2000 Road. Including this one mile section as an add-alternate contract item would allow us to take advantage of favorable bids or decline the add-alternate bid if the bid price is high.

You will recall we recently awarded a contract (Project No. 2012-5) to Bettis Asphalt for pavement rehabilitation work on Route 442 from approximately 400 feet west of Route 1023 in Stull to Route 1029. The contract amount is approximately \$890,000. Road & Bridge Fund 201 has \$1,120,000 allocated for contract overlay work.

We currently estimate the base bid cost for work on Route 1057 to be approximately \$531,000. The estimated add-alternate bid cost for work on Route 460 is approximately \$153,000. Funds are available in Road & Bridge Fund 201 from remaining funds in the Overlay line item (\$230,000) and the Chip Seal line item (\$40,000). The remaining funds needed are available from the CIP's Annual Contract Pavement Maintenance Projects allocation of \$500,000.

While the overlay work will occur in late-summer, we feel soliciting bids earlier in the year may result in lower bids. We plan to open bids in early-April. Following the bid opening, a recommended construction contract will be presented to the BOCC for approval.

Action Required: Authorize the Public Works Director to solicit bids for Project No. 2012-6, pavement rehabilitation work on Route 1057 from Route 460 to Route 458, with an add-alternate contract item for pavement rehabilitation work on Rte 460 from Route 1057 to E 2000 Road.

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

FROM: Jackie Waggoner, Purchasing Director
 Division of Purchasing

SUBJECT: Consider Recommendation of Award for Elevator Modernization

DATE: March 8, 2012

As part of improvements to be made at United Way of Douglas County, we solicited bids for a modernization on their 1960 elevator. The bids considered a base bid to replace the controller, pump, fixtures, and an alternate for replacing the jack cylinder (this would include a jack clause).

The base repairs are to address aging equipment and meet both fire and ADA codes. The existing jack cylinder is a single bottom which has been replaced by code to a double bottom. Not replacing the jack cylinder would impose some safety concerns. After reviewing the bids with United Way staff, it is recommended to replace the jack cylinder as part of the bid award. The table below summarizes the three bids we received:

	Base Bid	Jack Cylinder	Jack Clause (not to exceed)	Total Cost
Dynatron Elevator	\$39,719	\$22,591	\$ 9,500	\$71,810
Interstate Elevator	\$34,374	\$27,216	\$ 9,600	\$71,190
ThyssenKrupp Elevator	\$48,943	\$20,473	\$10,000	\$79,416

As you can see, Interstate Elevator submitted the low bid. Prior to this project Interstate has a history with United Way for elevator repairs. In the past year we added United Way to the County's elevator maintenance contract with Dynatron. This decision was primarily due to poor service from Interstate. Our evaluation criteria included our history with the companies. As a result of significant down time (even in an emergency), and lack of communication in the past, it is staff's preference to award the contract to the second low bidder, Dynatron Elevator.

Funding is available for this project in the Valley View Building Fund. The County owns the building and under our lease agreement is responsible for funding these types of projects. Erika Dvorske, United Way Director, and I will be available at the commission meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners approves a contract with Dynatron Elevator in the amount of \$71,810 for elevator modernizations at United Way.

MEMORANDUM

TO: Board of County Commissioners, Douglas County
Craig Weinaug, County Administrator

FROM: Pam Weigand, Youth Services Director

SUBJECT: Review and Approve 7th Judicial District Juvenile Justice Authority Prevention, and Core Services Funding Application for FY 2013.

DATE: March 7, 2012

We were notified in mid December of our JJA grant allocations for the 2013 fiscal year. We received \$22,413.00 in Prevention funds which is the same amount we were allocated this past year. The Core Services allocation is \$515,091.00 which is a reduction of (\$42,254.00) from what was allocated in FY 2012.

7th Judicial District Juvenile Justice Authority Funding Request Summary FY 2013					
Program Number	Applicant Agency	Program	FY 2011 Actual	FY2012 Awarded	FY2013 Allocation
P127-1	Bert Nash Mental Health Center	Working to Recognize Alternative Possibilities	\$21,000.00	\$13,224.00	\$13,224.00
P127-3	K.U. Center for Research Inc.	KU Truancy Prevention and Diversion Program	\$14,406.00	\$9,189.00	\$9,189.00
Primary /Secondary Prevention Programs Sub Total			\$35,406.00	\$22,413.00	\$22,413.00
GS127-1	The Shelter Inc.	Juvenile Intake and Assessment (JIAS)	\$170,583.00	\$171,372.00	\$158,380.00
GS127-2	Douglas County Youth Services	Juvenile Intensive Supervised Probation (JISP)	\$254,379.00	\$255,589.00	\$236,212.00
GS127-3	Douglas County Youth Services	JJA Case Management	\$129,752.00	\$130,384.00	\$120,499.00
Core Services Sub Total			\$554,714.00	\$557,345.00	\$515,091.00
7th JUDICIAL DISTRICT TOTAL			\$590,120.00	\$579,758.00	\$537,504.00

In past years the County has advertised that prevention grant funds were available, however, this year the JCAB and Administrator Weinaug agreed that we would not open the prevention grant process because; we have same funds available as last year; and the Juvenile Corrections Advisory Board and their Grant subcommittee had determined the 7th Judicial Districts prevention funding priorities last year and those priorities have not changed.

The funding recommendations were reviewed and approved by the Douglas County Juvenile Corrections Advisory Board at their meeting on January 10, 2012.

Thank you for your consideration.

(Published in *THE LAWRENCE JOURNAL-WORLD*, on _____)

RESOLUTION NO. 12-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS AMENDING THE RULES AND REGULATIONS APPLICABLE TO LONE STAR LAKE PARK

WHEREAS, K.S.A. 19-2803a authorizes the Board of County Commissioners of Douglas County, Kansas (the "Board") to adopt reasonable rules and regulations regulating and licensing the use and enjoyment of Lone Star Lake in Douglas County, Kansas; and

WHEREAS, pursuant to the foregoing authorization, the Board has previously adopted certain rules and regulations relating to the use and enjoyment of Lone Star Lake Park; and

WHEREAS, the previously adopted rules and regulations have been incorporated by reference at Section 8-201 of the Douglas County Code; and

WHEREAS, the Board has determined it necessary and desirable to amend those rules and regulations as set forth herein.

NOW THEREOFRE, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this _____ day of March, 2012, does hereby resolve as follows:

SECTION 1. Amendments to the Rules and Regulations. Section 8-201 of the Douglas County Code as adopted by Resolution No. 05-17, as amended by Resolution No. 06-15, is hereby amended with the specific subsections and clauses being amended and restated to read as follows:

8-201.1.i. No cats, dogs or other pets shall be allowed (a) in the swimming area, (b) on the swimming beach, or (c) on any dock. Unless in a designated Off-Leash area, dogs shall not be allowed in other areas of the Park unless restrained by a chain or controlled by a leash of no longer than 6 feet. This paragraph shall not apply to dogs present to assist the blind, the visually impaired or persons who are otherwise disabled, pursuant to the legislative declaration of public policy set for at K.S.A. 39-1101 *et seq.* and amendments thereto.

8-201.1.k. Horseback riding in the Park is prohibited. Driving automobiles, all-terrain vehicles (ATV's), motorcycles or other motorized vehicles anywhere other than on developed roads and in developed parking lots is prohibited.

8-201.1.n. There is no lifeguard is on duty. All persons swim at their own risk. Bathing, swimming, and wading is prohibited, except in the designated swimming area from May 1 through September 15 from dawn (30 minutes before sunrise) to dusk (30 minutes after sunset). Bathing, swimming and wading in the cabin arm of Lone Star Lake (hereinafter the "Lake") by lake front property owners or their guests is permitted only within 50 feet of each lake front property owner's shoreline. Swimming beneath docks or dock catwalks is prohibited anywhere in the Lake including the designated swimming area and in the cabin arm of the Lake.

8-201.1.o. The use of rubber rafts, air mattresses, tubes and other flotation devises which are not U.S. Coast Guard approved is prohibited (i) outside of public swimming areas and (ii) more than 50 feet from the shoreline in public swimming areas. This prohibition does not include inflatable float tubes, inflatable pontoon boats, inflatable canoes, inflatable kayaks, or other inflatable personal watercraft manufactured and designed primarily for fishing while such watercraft is used for fishing activities.

8-201.3.e. No boats shall be left unattended on the Lake overnight. Cabin owners may use their own private docks. All boats shall be launched at boat ramps.

8-201.4.e. Skiing is allowed on Lone Star Lake only on and between May 20 and September 15 each year on Wednesday through Sunday of each week, on Memorial Day, the Fourth of July, and Labor Day, and on such other days as the Board of County Commissioners of Douglas County, Kansas approve. Skiing is only allowed on such days between 12:00 noon and 8:00 p.m., and at such other times as the Board approves. Skiing is prohibited on all other days and at all other times.

8-201.5.e. A maximum of two camping shelters shall be allowed per camping site. A maximum of four adults (over 18 years of age) shall be allowed to camp overnight in each camping site.

8-201.7 FEES FOR PERMITS ISSUED FOR THE LONE STAR LAKE PARK. The following permit fees for camping are hereby adopted:

a.	Camp Site	No Electricity	\$11.00 (per day)
b.	Camp Site	w/Electricity	\$16.00 (per day)

SECTION 2. Repeal. The following sections of 8-201 (8-201.1.i, 8-201.1.k., 8-201.1.n., 8-201.1.o., 8-201.3.e., 8-201.4.e., 8-201.5.e., and 8-201.7) of the Douglas County Code and as set forth in Resolution No. 05-17, as amended by Resolution No. -6-15, together with Resolution No. 12-05 (which has not been published or become effective), as existing prior to the effective date of this Resolution, are hereby repealed.

SECTION 3. Effective Date. This Resolution shall take effect on April 16, 2012 and be in force from and after its publication once each week for the three consecutive weeks in the official county newspaper.

ADOPTED, the year and day set forth above.

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chair

Nancy Thellman, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew, County Clerk

**BIOSCIENCE & TECHNOLOGY
BUSINESS CENTER** | AT THE
UNIVERSITY
OF KANSAS

Transforming Ideas Into Commerce

March 8, 2012

Mr. Jim Flory, Commissioner
Douglas County Commission
1100 Massachusetts Street
Lawrence, KS 66044

Mr. Mike Gaughan, Chairman
Douglas County Commission
1100 Massachusetts Street
Lawrence, KS 66044

Ms. Nancy Thellman, Vice-Chair
Douglas County Commission
1100 Massachusetts Street
Lawrence, KS 66044

Dear Commissioners:

The Bioscience and Technology Business Center (BTBC) Main Facility, which opened August, 2010, is in its second full year of operation. The multi-tenant facility which offers space, business services, and a network of capital and talent, is part of Kansas University's west campus research and commercialization center, the highest concentration of life science and technology innovation in the State of Kansas. The Main Facility is part of BTBC's larger network of facilities comprised of 70,000 square feet of office and lab space making it the largest company formation and recruitment enterprise in Kansas.

When the business plan for BTBC's Main Facility was prepared three years ago we envisioned that the combination of BTBC's affiliations with industry and university together with its experienced business development program would attract companies from BTBC's distinct target market segments. What we did not envision was the rapid acceptance by the market of BTBC's innovative model. As of January, 2012, the BTBC Main Facility is 100% occupied, more than two years ahead of the business plan projection. Nine companies have been created or recruited. All are producing jobs (currently over 75 employees) with combined annual payrolls estimated at over \$5.3m, paying average annual wages exceeding \$70,000/year, over twice the average annual wage. Further, these companies are investing private capital dollars in Douglas County through the payment of taxes and by purchasing services and products from local businesses and institutions. As these companies grow and expand there will be increased demand for space and services; in fact, current estimates indicate space needs of approximately 6,000 square feet in the next several years.

In addition, seven additional prospect companies have expressed interest in more than 10,000 square feet of combined office and lab space. This is well beyond the available capacity of the current Main Facility.

In response to this growing demand, earlier this year the BTBC board of directors authorized planning for the Main Facility's Phase II project. As indicated in our letter to you in May, 2011, the planning process is similar to the approach taken for Phase I. A feasibility study was conducted and a business plan completed in late summer, 2011. The plan identified the need for a 29,000 square foot companion structure (to Phase I) sufficient to accommodate 15-25 additional companies. The plan also estimated the cost of Phase II at \$10m.



The seven year budget model for the consolidated operations of Phases I and II indicates the BTBC Main Facility operations will achieve a financial break-even point at a combined occupancy rate of 62% in 2016 without cash subsidies from Douglas County or any other BTBC stakeholder partners. With the addition of Phase II, the BTBC Main Facility successfully achieves its long term goal of operating the Main Facility as an economically self-sustaining enterprise while producing measureable commerce for the community.

In May, 2011, we proposed that Douglas County, together with the City of Lawrence, take the lead in capitalizing the Phase II project each making a \$1m commitment. This would provide the initial impetus to raise the necessary project capital. This combined \$2m could be used to leverage additional funding from BTBC stakeholder partners. At that time you indicated strong support for and interest in the project and this funding plan.

We are now in position to move ahead with finalizing Phase II's capital structure. Consequently, we request Douglas County officially consider BTBC's request for a commitment of \$1m to the Main Facility Phase II project. We propose this investment be made over a ten year period with equal annual installments beginning this year, 2012. This is the same structured payment plan utilized for the development and construction of Phase I.

Further, in an effort to expedite the project design process allowing us to achieve a construction start date of fall, 2012, we request the 2012 installment payment be made by May 1, 2012. These funds will be specifically designated for the payment of the upfront design and engineering fees. In the event the project would not proceed according to our development timeline the design plans, drawings, and engineering specifications would be filed and later used once we able to move ahead with Phase II.

It has been gratifying to be part of the early success of the BTBC Main Facility. The companies which we have created and recruited give credibility to our claim that Douglas County, Lawrence, and Kansas University have significant assets that, when marshaled, provide a distinctively powerful and innovative commercial force. The results are measureable: jobs, capital to our region, additional tax revenue, private industry partnerships with Kansas's largest research university. Over time, these results offer sustainable commerce and wealth—for founders and investors, for Kansas University, for Douglas County, and for the State of Kansas.

Thank you for being part of building our community's economic future.

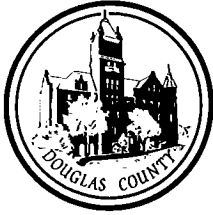
Very truly yours,



E. LaVerne Fipp
Executive Chairman
Bioscience & Technology Business Center



Matthew McClorey
President
Bioscience & Technology Business Center



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/County Engineer *KAB*

Date : March 6, 2012

Re : Approval of Construction Engineering Services Agreement with BG Consultants
Bridge Replacement Project No. 23 C-4123-01
Replacement of Route 1057 bridge over the Wakarusa River
Douglas County Bridge No. 13.00-19.00

You will recall Douglas County executed an agreement with KDOT to provide construction engineering services for the referenced federal aid project. Under terms of the agreement, this department would provide construction inspection services for the project at a maximum total cost of \$181,401.04, which included \$16,470 for BG Consultants to assist us in providing these services.

The retirement of our previous Operations Division Manager, and the subsequent promotion of Doug Stephens to the ODM position, has seriously compromised our ability to provide these services. Given our other scheduled construction projects, we do not have an available inspector for all projects.

We requested a proposal from BG Consultants to provide all construction engineering services for the bridge replacement project. They propose to provide all needed services at a not-to-exceed cost of \$194,599.09. This is a very fair price for a consultant providing these services.

We have discussed the issue with KDOT, and they have approved our using BG Consultants for construction inspection services instead of our in-house personnel. If it appears our total fee will exceed the current agreement amount of \$181,401.04, KDOT has indicated we can amend our current agreement with KDOT. As a reminder, KDOT will reimburse Douglas County for 80% of construction engineering costs.

Action Required: Authorize the BOCC Chair to sign two (2) original copies of an Engineering Services Agreement with BG Consultants at a not-to-exceed cost of \$194,599.09 for providing 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).

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and BG Consultants, Inc. ("Engineer"), as of the _____ day of _____ 2012 (the "Effective Date").

RECITALS

WHEREAS, County desires to employ Engineer to provide LPA construction engineering services in the removal and reconstruction of the existing bridge on County Route 1057 just south of K-10 Highway in Douglas County, Kansas, in connection with KDOT/Douglas County Project No. 23C-4123-01 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

TERMS OF AGREEMENT

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

"Project" means the Douglas County project identified above in the Recitals.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

II. COMPENSATION

Engineer's compensation and related matters are as follows:

A. MAXIMUM TOTAL FEE AND EXPENSE

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Estimate of Engineering Fee (attached hereto as Exhibit A and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed **\$194,599.09** ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit B, attached hereto and incorporated herein by reference, which Services shall be completed on or before December 31, 2012. Engineer's fees and expenses shall not exceed the amounts as detailed in Exhibit A. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

B. HOURLY RATE

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

C. REIMBURSABLE EXPENSES

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

D. SALES TAX EXCLUDED

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

E. BILLING

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

F. COUNTY'S RIGHT TO WITHHOLD PAYMENT

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

G. PROGRESS REPORTS WITH PAY APPLICATIONS

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

H. CHANGES IN SCOPE

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

I. ADDITIONAL SERVICES

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

III. RESPONSIBILITIES OF ENGINEER

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit B and which are required for the completion of the Project, according to the Project Schedule as established by the Kansas Department of Transportation. Such services shall include the following services:

A. **GENERAL DUTIES AND RESPONSIBILITIES**

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: **David Hamby, P.E.** ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.
2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit A; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
8. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

IV. RESPONSIBILITIES OF COUNTY

A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

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

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

V. PROJECT SCHEDULE

The Project Schedule is as established by the Kansas Department of Transportation. Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

VI. SUSPENSION OR TERMINATION OF THE CONTRACT

A. SUSPENSION BY ENGINEER

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

B. TERMINATION BY ENGINEER

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

C. TERMINATION BY COUNTY FOR CAUSE

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

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and printed copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

D. SUSPENSION BY COUNTY FOR CONVENIENCE

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

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

E. TERMINATION BY COUNTY FOR CONVENIENCE

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

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

VII. GENERAL PROVISIONS

A. DISPUTE RESOLUTION

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

B. OWNERSHIP OF ENGINEERING DOCUMENTS

All documents and electronic files prepared or furnished by Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain an

ownership and property interest therein. Engineer grants the County a perpetual license to use and modify instruments of Engineer's professional services for the purpose of constructing, occupying, maintaining, altering and adding to the Project and future projects relating to, incorporating, or in the vicinity of the Project. Topographic data collected by the Engineer pursuant to this Agreement shall be considered a part of the instruments of Engineer's professional service and the County's license to use this information pertains only to the portions of this data directly related to this Project. Reuse or modification of any such licensed documents, electronic files or other data by the County, shall be at the County's sole risk and without liability to Engineer, and the County agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the County or by others acting through the County, except the County does not agree to indemnify or hold engineer harmless from Engineer's own negligence.

C. INSURANCE

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

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

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$500,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)
5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
 - a) Cover all subconsultants in its insurance policies; or
 - b) Require each subconsultants not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.

7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:
 - a) Is licensed to do business in the State of Kansas;
 - b) Carries a Best's Policyholder rating of A or better; and
 - c) Carries at least a Class X financial rating.

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

D. INDEMNITY

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. The provisions of this section shall survive the termination of this Agreement.

E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS

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

F. APPLICABLE LAW

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

G. ASSIGNMENT OF AGREEMENT

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

H. NO THIRD PARTY BENEFICIARIES

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

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

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

J. COVENANT AGAINST CONTINGENT FEES

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

K. COMPLIANCE WITH LAWS

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

L. NOTICES

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

Engineer: David Hamby, P.E.
BG Consultants, Inc.

1405 Wakarusa Drive
Lawrence, Kansas 66049

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

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

M. TITLES AND SUBHEADINGS

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

N. SEVERABILITY CLAUSE

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

O. NON-DISCRIMINATION

Engineer agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if Engineer is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County; and (f) if it is determined that Engineer has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County.

P. WAIVER

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

Q. SUCCESSORS AND ASSIGNS

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

R. RELATIONSHIP OF PARTIES

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

S. AUTHORITY TO SIGN

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

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

ENGINEER:

BG Consultants, Inc.
(Name of Engineering Firm)

By: *DJH*
Engineer's Authorized Signatory

David J. Hamby
Printed Name

Principal
Title

COUNTY:

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

By: _____

Printed Name
Title: Chair

ATTEST::

Douglas County, Clerk

Exhibits:

- A. Estimate of Engineering Fees
- B. Scope of Services
- C. Form of Progress Reports

BG Consultants, Inc.
 1405 Wakarusa Drive
 Lawrence, KS 66049



EXHIBIT A - ESTIMATE OF ENGINEERING FEES BG Project #09-1169L

A. Direct Payroll

Principal	62 Hrs. @	\$ 58.00	= \$	3,596.00
Project Engineer	29 Hrs. @	\$ 40.00	= \$	1,160.00
Construction Inspector	1,593 Hrs. @	\$ 27.00	= \$	43,011.00
Technician	650 Hrs. @	\$ 25.00	= \$	16,250.00
Project Surveyor	0 Hrs. @	\$ 30.00	= \$	-
Survey Crew	0 Hrs. @	\$ 35.00	= \$	-
TOTAL DIRECT PAYROLL COSTS				\$ 64,017.00

B. Salary Related and General Overhead \$ 1,629 = \$ 104,283.69

C. Total Payroll Plus Overhead \$ 168,300.69

D. Fixed Fee \$ 15.0% = \$ 24,568.40

E. Total Direct Payroll, Overhead and Net Fee \$ 192,869.09

F. Direct Expenses

Travel (2000 miles at \$0.55 per mile)	\$	1,100.00
Telephone (9 months @ \$70.00 per month)	\$	630.00
TOTAL DIRECT EXPENSES	\$	1,730.00

TOTAL COST PLUS FIXED FEE \$ 194,599.09

**KDOT/Douglas County Project No. 23C-4123-01
Reconstruction of County Bridge No. 13.00N-19.00E on County Route 1057**

**EXHIBIT B
SCOPE OF SERVICES**

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Provide LPA construction engineering services for the reconstruction of County Bridge No. 13.00N-19.00E on County Route 1057 just south of K-10 Highway.

II. INFORMATION GATHERING

1. Meet with County staff to determine specific project needs and general project desires. Receive and review available information, reports, plans.

III. CONSTRUCTION OBSERVATION

1. Perform construction observation of the Project as required by KDOT per LPA procedures.
2. Keep Douglas County informed of any significant issues, problems, or changes to the plans during construction.
3. Complete and submit all paperwork and documentation required by KDOT per LPA procedures during the project, and all final paperwork and documentation to complete the project.
4. At completion of project, provide as-builts mark ups to Douglas County for our permanent records.

IV. SCHEDULE

1. Provide construction observation services on all days and times as required to observe all work being performed by the contractor.

V. GENERAL

1. Provide written progress reports with every request for payment..
2. The Consultant must notify Douglas County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
3. All documents must be provided in the current version of Microsoft Word as designated by the County at the time of execution of this contract.
4. Any drawings must be prepared on 11"x17" sheets in the current version AutoCad or Civil 3D.

PROJECT NO. 23C-4123-01
Reconstruction of County Bridge No. 13.00N-19.00E on County Route 1057

EXHIBIT C
PROGRESS REPORTS

Progress reports shall include the following:

1. Status of construction: List each principal item and the percentage complete.
2. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
3. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.
4. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the project.