

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, APRIL 11, 2012

4:00 p.m.

-Convene

-Consider approval of a Proclamation for "National Public Safety Telecommunications Week" April 8-14, 2012 (Scott Ruf)

-Announce 2012 Dispatcher of the Year (Scott Ruf)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 2012 Emergency Communications Annual Report (Scott Ruf)
-backup to follow next week
- (c) Consent Agenda approval to accept the low bid and award the contract for supply and application of 32% magnesium chloride solution for the user fee dust palliative program to Scotwood Industries, Inc. at a unit cost of \$0.804 per gallon. (Keith Browning);
- (d) Consider resolution authorizing installation of a gate across E200 Road immediately north of N450 Road (Michael Kelly);
- (e) Consider approval of a Force Account proposal in the amount of \$34,072.67 to provide construction engineering services for Project No. 23 C-0059-01, reconstruction of the Route curve at N 1150 Road. (Keith Browning),
- (f) Consider approval to accept low bid in the amount of \$61,296.00 to replace a chiller compressor at the Correction facility. (Jackie Waggoner/David Sparkes);
- (g) Consider approval of a resolution authorizing the offering for sale of general obligation refunding bonds of Douglas County, Kansas and (2) certificate deeming preliminary official statement final (3) and authorize staff to finalize the subscription of purchase of United States Treasury Time Deposit Securities, State and Local Government Series as directed by the Board at the April 4, 2012 Commission meeting. (Sarah Plinsky); and
- (h) Consider approval of a resolution amending Resolution 11-28, Special Assessment on Berry Plastics facility (Jamie Shew)

REGULAR AGENDA

- (2) Presentation on Immediate Response Information system (IRIS) - Call Notification System (Jillian Rodrigue)
- (3) Consider approval of agreement with KDOT for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River. (Keith Browning)
- (4) Consider approval 2012 2012 health insurance plan and rates (Sarah Plinsky)
- (5) Consider directing staff to issue a RFP for architectural services for a future public works building (Sarah Plinsky)
- (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, APRIL 18, 2012 (Meeting Cancelled)

WEDNESDAY, APRIL 25, 2012

-Consider approval of a proclamation declaring May 2012 as Bike Month (Chad Foster and Lisa Hallberg)

-Food Policy Council presentation: 2012 workplan for the Council (Eileen Horn)

-Review and approve 2013 Douglas County Community Corrections Comp Plan (Deborah Ferguson)

6:35 p.m.

-TA-8-11-11: Consider a Text Amendment to the Douglas County Zoning Regulations for the Unincorporated Territory of Douglas County to establish *Agritourism* as a use in the County A (Agriculture) District. (PC Item 3; approved 8-0 on 3/26/12) (Mary Miller will present the item.)

WEDNESDAY, MAY 2, 2012 - cancelled

WEDNESDAY, MAY 9, 2012

WEDNESDAY, MAY 16, 2012

WEDNESDAY, MAY 23, 2012 - cancelled

WEDNESDAY, MAY 30, 2012

4:00 p.m. (Proclamation for Relay for Life Week June 3-9)

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.



Office of the County Commission

PROCLAMATION

For Douglas County, Kansas

- WHEREAS:** Emergencies can occur at anytime that require sheriff, police, fire or emergency medical services; and
- WHEREAS:** When an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS:** The safety of our sheriffs, police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Douglas County Emergency Communications Center; and
- WHEREAS:** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and
- WHEREAS:** Public Safety Dispatchers are the single vital link for our police officers, and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and
- WHEREAS:** The Public Safety Dispatchers of the Douglas County Emergency Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and
- WHEREAS:** Each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim the week of April 8-14, 2012 as “**NATIONAL TELECOMMUNICATION’S WEEK**” and joins in honoring the men and women whose diligence and professionalism keep our county and citizens safe.

ADOPTED this 11th day of April, 2012.

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : April 4, 2012

Re : Consent Agenda approval of contract for Dust Palliative supply and application

Bids for the supply and application of dust palliative material were opened today, April 2, 2012. We solicited bids for both 38% Calcium Chloride solution and 32% Magnesium Chloride solution. Only one supplier submitted a bid. The bid for 35% Calcium Chloride solution was not solicited, but was provided by the supplier as an alternate to 38% CaCl solution.

Scotwood Industries, Inc.:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
32% MgCl	60,000 gal	\$0.804	\$48,240
38% CaCl	60,000 gal	\$1.15	\$69,000
35% CaCl	60,000 gal	\$1.11	\$66,600

This year's low bid unit price from Scotwood Industries is about two cents higher than last year's price, which was \$0.786/gallon. You will recall this year's user fee was reduced from last year's fee from \$1.60/linear foot to \$1.40/linear foot of road treated. The low-bid price should allow us to meet the target application rate of 0.45 gallons/square yard.

Demand for the dust palliative program is similar to last year. This year we have received 66 applications for dust palliative, while last year we received 70 applications.

In addition to the dust palliative material, we will hire a water truck to pre-wet all locations. This cost is included in the \$1.40/linear foot user fee.

Action Required: Consent Agenda approval to accept the low bid and award the contract for supply and application of 32% magnesium chloride solution for the user fee dust palliative program to Scotwood Industries, Inc. at a unit cost of \$0.804 per gallon.

DUST PALLIATIVE

Bid No. 12-F-0008

Opening Date: Monday, April 2 @ 3:00 P M.

PRODUCT	VENDOR	UNIT	QUANTITY	UNIT PRICE	TOTAL
38% Calcium Chloride	Dale Brothers	Gal.	60,000	Alternate Bid	\$ -
32% Magnesium Chloride		Gal.	60,000		\$ -
38% Calcium Chloride	Scotwood Industries	Gal.	60,000	\$1.150	\$ 69,000.00
32% Magnesium Chloride	Scotwood Industries	Gal.	60,000	\$0.804	\$ 48,240.00
35% Calcium Chloride	Scotwood Industries	Gal.	60,000	\$1.110	\$ 66,600.00
38% Calcium Chloride		Gal.	60,000		\$ -
32% Magnesium Chloride		Gal.	60,000		\$ -
38% Calcium Chloride		Gal.	60,000		\$ -
32% Magnesium Chloride		Gal.	60,000		\$ -

Rita Fulks
for Director of Public Works

4/2/2012
Date

Carrie Moore
for County Clerk

DOUGLAS COUNTY, KANSAS

FY 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

DUST PALLIATIVE

38% Calcium Chloride OR 32% Magnesium Chloride

BID NO. 12-F-0008

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

BID #12-F-0008

NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of approximately 60,000 gallons of 38% Calcium Chloride solution or 60,000 gallons of 32% Magnesium Chloride solution by the Douglas County Department of Public Works will be received in the Office of the Douglas County Clerk, 1100 Massachusetts, Lawrence, Kansas 66044 until 3:00 P.M., Monday, April 2, 2012 and then publicly opened in the presence of the County Clerk.

Bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or Demand Star on the Internet at www.demandstar.com. Specifications and bid requirements are included in these documents. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed "Dust Palliative Bid", and the name and address of the bidder. Any bids received after the closing time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Contractor and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids or waive technicalities and to purchase the product that in the opinion of the Board is best suited to the work for which it is intended.

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works
DATED: 03/13/12

Publication Dates: Saturday, March 17, 2012
Wednesday, March 21, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
Public Works Accounting
KAC Construction Bulletin
File

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

BID #12-F-0008

INFORMATION FOR BIDDERS

CALCIUM CHLORIDE/ MAGNESIUM CHLORIDE
DUST PALLIATIVE BID

1. It is the intent of Douglas County to purchase 38% Calcium Chloride or 32% Magnesium Chloride for a Dust Palliative to be applied at various locations, lengths and widths in Douglas County, Kansas.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star on the Internet at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall show unit prices and total all extensions. In the event any discrepancy occurs between the unit price and the extended total bid, the unit price shall apply.
4. Bids shall be signed and submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed "**Dust Palliative Bid**" and the name and address of the bidder. Any bids received after the closing time will be returned unopened. Bids shall be received before 3:00 P.M., Monday, April 2, 2012 and then publicly opened in the presence of the Douglas County Clerk.
5. The Douglas County Board of Commissioners reserves the right to reject any or all bids or waive technicalities and to purchase the product which in the opinion of the Board is best suited to the work for which it is intended.
6. Application of material is to be made in metered trucks, recently calibrated, with pressurized spray bars capable of applying material at consistent rates and various widths from 12 to 24 feet in one pass. The rate of application shall be controlled by ground speed, capable of applying the solution at consistent rates and various speeds.
7. Material specifications: Calcium Chloride (38% concentration) shall meet the specifications shown in Section 1702 of the 2007 KDOT Standard Specifications for State Road and Bridge Construction. Type L (liquid) with a minimum concentration of 38% is required. Calcium Chloride furnished under this specification will be accepted upon receipt and approval of a Type D certification as described in Division 2600 of the Standard Specifications. The concentration or percentage of CaCl in the material supplied shall be included on the certification provided by the producer. Magnesium Chloride (32% concentration) will be accepted upon receipt and approval of a Type D certification as described in Section 2600 of the Standard Specifications. The concentration or percentage of MgCl in the material supplied shall be included on the certification provided by the producer.

8. It is intended that all locations will be treated in two applications. The first application will be applied at 0.3 gallons/square yard. After all locations receive the initial treatment a second application may be applied to all previously treated areas at an estimated rate of between 0.1 and 0.2 gallons per square yard. Douglas County will determine the actual rate of the second application and the estimated quantity required to complete this application once the first application is completed. The quantity shown on the schedule of prices reflects an estimated rate of 0.45 gallons per square yard.
9. Douglas County may make changes in the work required to be performed by the contractor under this contract by making additions thereto, or by omitting work therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities of such items of work shall not increase or decrease the original contract amount by more than twenty-five percent (25%).
10. The contractor shall complete this work in an expeditious manner on the dates chosen by Douglas County. A minimum of 8,000 gallons shall be applied daily if weather permits.
11. The bid amount shown shall include any anticipated demurrage and/or fuel surcharge. The amount paid by Douglas County will include the number of gallons delivered and placed at the accepted unit bid price.
12. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the bid.

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #12-F-0008**

1. **SCOPE**: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.

2. **DEFINITIONS AS USED HEREIN**:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BoCC" means the governing body of Douglas County, Kansas.

3. **COMPLETING BID**: Bids must be submitted only on the forms (or reproductions thereof) provided in this document or by Demand Star on the Internet at demandstar.com. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.

4. **CONFIDENTIALITY OF BID INFORMATION**: Each bid must be sealed and submitted in an envelope clearly marked "DUST PALLIATIVE BID" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.

5. **ACCURACY OF BID**: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

6. **SUBMISSION OF BID**: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Monday, April 2, 2012.

7. **ADDENDA**: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #12-F-0008**

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.

10. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid and to waive informalities, technical defects, and minor irregularities in bids received. The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

11. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

12. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.

13. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.

14. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury,

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #12-F-0008**

infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or allege violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

15. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
16. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

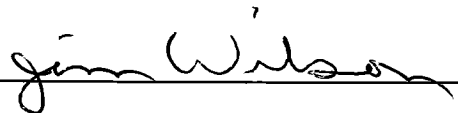
BID #12-F-0008

SCHEDULE OF PRICES
FOR
CALCIUM CHLORIDE/MAGNESIUM CHLORIDE

Bid of Scotwood Industries, Inc., to supply Calcium Chloride or Magnesium Chloride to the Douglas County Public Works Department. Material is to be applied by the successful bidder at various locations within the county on dates determined by Douglas County. Bids must be received in the Office of the Douglas County Clerk by 3:00 p.m., Monday, April 2, 2012.


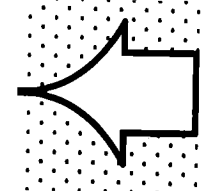
ITEM	QUANTITY*	UNIT PRICE	TOTAL
38% Calcium Chloride Solution	60,000 gallons	\$ 1.15/gal	\$ 69,000.00
32% Magnesium Chloride Solution	60,000 gallons	\$ 0.804/gal	\$ 48,240.00
35% Calcium Chloride Solution		\$ 1.11/gal	\$ 66,600.00

*Based on 4000 gallon minimum loads.

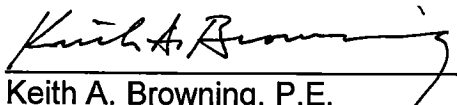
BY: 

SUPPLIER: Scotwood Industries, Inc.

DATE: March 29, 2012

RECOMMENDED FOR APPROVAL:


Keith A. Browning, P.E.
Director of Public Works

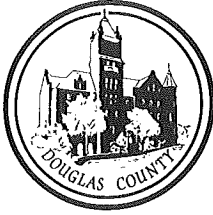
ACCEPTED:
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

Nancy Thellman, Member

Jim Flory, Member

Date



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 : Douglas County Commission

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

DATE : April 6, 2012

RE : Placement of gate on E200 Road

Attached is correspondence from Marion Township requesting authorization for the placement of gates across two (2) roads within their township. The first location was previously approved for a gate by Resolution 2000-43. The second location is at E200 Road, immediately north of its intersection with N450 Road. See the attached map.

Installing the gates will help eliminate unwarranted access by vehicles involved in illegal and nuisance activities.

It should be noted that the road in question has been previously declared to be a "minimum maintenance" road. Also, gates have been previously authorized in approximately sixteen (16) different locations throughout Douglas County.

A resolution has been prepared which will authorize the installation of gates at the desired location.

ACTION REQUIRED: A motion is required to authorize the Board to affix their signatures to the attached resolution.

From: Bonnie Wiscombe [mailto:bonwis@hotmail.com]
Sent: Wednesday, April 04, 2012 12:25 PM
To: PW - Browning, Keith; PW - Fulks, Rita; PW - Johnson, Gayle
Subject: Marion Twp. gates.

Keith Browning
Douglas Co. Commissioners

Marion Township is requestion permission to gate two roads.

Road 1. is E 200 from N 300 to N 400. Road 2. E 200 from N 450 to N 500. These are both dead end roads.

This request is to help land owners keep 4 wheel drive "Mudders" from tearing up the road way.

Marion Township Board.

Frank Rhodes
Jim Jolly
Bonnie Wiscombe.

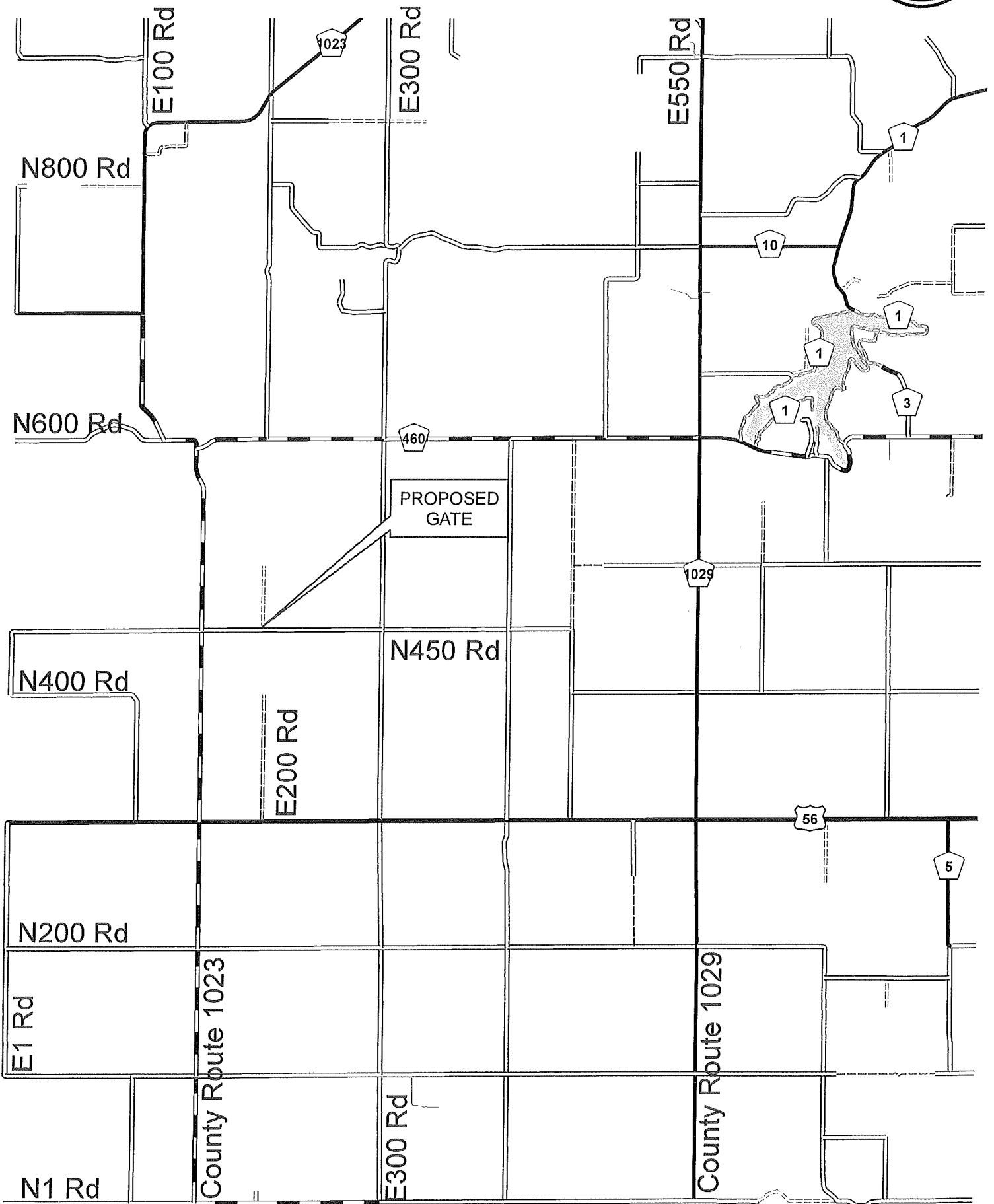
68-126. Fences across public highways; gates; county commissioners' powers and duties. The county commissioners of any county are hereby empowered, where lands are used largely as pasture lands and wherever in their judgment the convenience of the traveling public will not be materially affected thereby, to authorize and permit the construction and maintenance of fences across public highways under their jurisdiction. Wherever such fences are permitted the board of county commissioners shall require and it shall be the duty of the person constructing or maintaining such fences to construct and maintain therein sufficient gates to accommodate travel, which gates shall be either swinging on hinges or gates that may be opened by the driver of a vehicle without alighting therefrom, or the ordinary wire gate, as the county commissioners may require. The board may also require the owner or other person constructing or maintaining such fence to construct upon such road an auto gate sufficient to enable automobiles to pass over or through such fence upon such road without stopping, and sufficient also to prevent stock passing through said fence.

All orders allowing the construction of such fences and requiring the gates herein provided shall be entered upon the journal of the board of county commissioners. The said board may, in its discretion, order and direct that any gates shall remain open during certain portions of the year, the time to be fixed by said board, or in its discretion and where there is a reasonable necessity therefor and the convenience of the traveling public would not be materially affected thereby, it may order such gate or gates to be kept closed during the entire year.

History: L. 1911, ch. 248, § 38; L. 1915, ch. 289, § 1; L. 1919, ch. 248, §1; R.S. 1923, 68-126; L. 1961, ch. 299, § 9; June 30.

Proposed Gate

1 inch = 1 miles



RESOLUTION NO. 2012 - _____

A RESOLUTION PROVIDING FOR THE INSTALLATION OF A GATE ON E200 ROAD (PERMANENT ROAD RECORD NO. 33D) IN MARION TOWNSHIP

WHEREAS, pursuant to K.S.A. 68-126, the board of county commissioners of any county are empowered to authorize and permit the construction and maintenance of fences and gates across public roads under their jurisdiction;

AND WHEREAS, the Board of County Commissioners of Douglas County, Kansas has received a recommendation from the Douglas County Public Works Department to allow a gate to be placed on E200 Road for the purpose of restricting travel thereon to those with a legitimate need and to reduce unlawful activities within the right-of-way;

AND WHEREAS, said road has previously been declared as a "minimum maintenance" road in accordance with K.S.A. 68-5,102;

AND WHEREAS, the surrounding lands are used largely as pasture lands by the adjacent owners and the convenience of the traveling public will not be materially affected by the placement of a gate across said road at the location described to-wit:

Approximately 50 feet north of the southwest corner of the Northwest Quarter (NW ¼) of Section 30, Township 14 South, Range 18 East of the Sixth Principal Meridian; and,

BE IT NOW THEREFORE RESOLVED by this Board of County Commissioners of Douglas County, Kansas that a gate may be placed at the above described location, provided that:

1. If the gate is locked a key will be provided to:
 - a.) The Marion Township Trustee;
 - b.) The Marion Township Fire Department;
 - c.) The Douglas County Sheriff;
 - d.) Any affected landowner requiring access to his/her property;
 - e.) Any other citizen upon proof of legitimate need for access; and,
2. A sign be erected and maintained at said gate by Marion Township stating the authority for the installation of said gate and to provide guidance for gaining access; and,
3. Sixteen (16) square feet of red and white reflective material shall be placed and maintained on said gate immediately upon erection by Marion Township.
4. The township shall routinely inspect and perform required maintenance to the gate.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

ATTEST:

Nancy Thellman, Member

Jamie Shew, County Clerk

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : April 5, 2012

Re : Consent Agenda Approval of Construction Engineering Force Account Proposal
Reconstruction of Route 6 curve at N 1150 Road
Project No. 23 C-0059-01

Attached is a proposal to be submitted to KDOT by which this department would provide construction inspection services for the project to reconstruct the curve on Route 6 at N 1150 Road approximately ½-mile south of the town of Clinton. You will recall we are receiving High Risk Rural Roads (HRRR) federal funding that covers 90% of construction and construction engineering costs. The project is currently scheduled for bid opening in May 2012 with construction scheduled for after Labor Day.

Upon KDOT's acceptance of this proposal, they will prepare an agreement for Douglas County providing quality control inspection and related contract administration for the referenced project. This agreement will be put on a future commission meeting agenda for BOCC consideration.

Action Required: Consent Agenda approval of a Force Account Proposal in the amount of \$34,072.67 to provide construction engineering services for Project No. 23 C-0059-01, reconstruction of the Route 6 curve at N 1150 Road. The BOCC should sign two copies of the proposal.

Project No. 23 C 0059-01

City of _____

DOUGLAS County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Force Account)

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

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

A. The LPA agrees to:

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

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

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

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

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

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

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

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

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

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

Provide measurement and computation of pay items.

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

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

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

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

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

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

b. Bridges

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

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

A. The KDOT agrees to:

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

- B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.
6. The LPA has been advised that the anticipated services to be performed will start in 2012, and be completed by 2012 with the estimated number of contractor working days 45.
7. The LPA will save the SECRETARY and the SECRETARY's authorized representatives harmless from all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.
8. The LPA will make all documents and accounting records pertaining to the cost of the services for the Project available at the LPA's office to representatives of the SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
9. The LPA will comply with all federal, state and local laws and ordinances applicable to the work to be performed hereunder.
10. The Force Account total cost proposal proposed by the LPA for the performance of work is supported on the Attachment Marked "Exhibit A". The LPA will request reimbursement of the Federal Share of the actual costs not to exceed the upper limit of compensation. The fees proposed are as follows:
- A. The Actual Costs (upper limit of compensation for work detailed in this proposal) amount of \$34,072.67.
- B. Other _____

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

15. The LPA's project Engineer/Project Manager for this project will be _____
NOLAN PACKARD
whose Certification Number is 1896 (expiration date is 2/19/2015) and
whose work address is 1242 MASSACHUSSETS, LAWRENCE, KS 66044
and mailing address is SAME AS ABOVE
and work telephone is (785) 832-5293.

The Chief Inspector for the LPA for this project will be _____
CHARLES QUINN
whose Certification Number is 1981 (expiration date is 12/14/2012) and whose work address is _____
1242 MASSACHUSSETS, LAWRENCE, KS 66044
and mailing address is SAME AS ABOVE
and work telephone is (785) 832-5293.

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

Recommend for Approval:

Appropriate Local Official:

City/County Engineer

Mayor/Chairperson of
Board of County Commissioners

Member

Member

Date

DOUGLAS COUNTY PUBLIC WORKS
KDOT PROJECT NO. 23C-0059-01
SUPPLEMENTAL LPA EMPLOYEE INFORMATION
April 2, 2012

EMPLOYEE NAME	EMPLOYEE #	TITLE	RATE/ HOUR
NOLAN PACKARD	109	ET IV - INSPECTION	\$29.98
CHARLES QUINN	119	ET III - INSPECTION	\$27.71
GLENDA MELANSON	154	ET III - INSPECTION	\$22.38
TERESE GORMAN	104	ENGINEERING MANAGER	\$49.56

Exhibit A based on salaries shown above.

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

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

Listing of Inspection Staff

The following personnel are available to perform work on project 23C-0059-01 when required

Certification and Expiration Dates

Name	Cert No.	INSPECTION						TESTING											QC/QA	
		BI	API	CPI	STR	IMSA	II AC	ACI	ACI		ACI	ACI								ASPHALT
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		
Glenda Melanson	2530	2/15	2/15	2/15				2/15			4/14							3/14		
Doug Stephens	730	4/12	4/12	4/12	4/12						3/15		3/16					1/13		

DOUGLAS COUNTY PUBLIC WORKS
2012 FRINGE BENEFITS
(Computed 3/29/2012)

53 Full Time Employees (Jan. 2011)

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

Total Permanent Salaries (Regular Time) (4 Funds) = \$2,563,963

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

Health Insurance (changes June):

Average monthly insurance = \$544.25 (Avg)

Number of employees = 53

Months/Year = 12

Total Insurance cost for 1 year = \$346,143.00

(\$544.25 x 53 x 12)

\$346,143.00 / \$2,563,963

13.50%

Types of Leave:

	Hours (2011)
Comp. Time (Act. 63)	1273.75
Holiday Paid (Act. 54)	2718.00
Vacation Paid (Act. 50)	6933.50
Discretionary/Personal Holiday (Act. 56)	900.00
Sick Leave Paid (Act. 51)	4851.75
Funeral Leave Paid (Act. 53)	216.25
Total Leave Paid in 2011=	16,893.25

Total Hours Leave/Total Employee Hours

16,893.25 / 110,240.00

15.32%

50.30%	21.48%
--------	--------

	REG. TIME	O.T.
FRINGE BENEFITS FOR TECHNICIANS:	50.30%	21.48%

Attachment 10 - Construction Engineering Worksheet (Inspection)

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

Project No. 23 C 0059-01
 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)	<u>12 @</u> <u>628 @</u>	<u>\$49.56 =</u> <u>\$26.69 =</u>	\$594.72 <u>\$16,761.32</u>
Subtotal				\$17,356.04
2. On-site Testing	Eng(s) &/or Mang. Techn(s)	<u>0 @</u> <u>16 @</u>	<u>\$49.56 =</u> <u>\$26.69 =</u>	\$0.00 <u>\$427.04</u>
Subtotal				\$427.04
3. Surveying	Eng(s) &/or Mang. Techn(s)	<u>4 @</u> <u>12 @</u>	<u>\$49.56 =</u> <u>\$26.69 =</u>	\$198.24 <u>\$320.28</u>
Subtotal				\$518.52
4. Cleanup	Techn(s)	<u>80 @</u>	<u>\$26.69 =</u>	<u>\$2,135.20</u>
5. Final Paper Preparation	Eng(s) &/or Mang. Techn(s)	<u>2 @</u> <u>60 @</u>	<u>\$49.56 =</u> <u>\$26.69 =</u>	\$99.12 <u>\$1,601.40</u>
Subtotal				\$1,700.52
Total Direct Payroll Costs				\$22,137.32

Project No. 23 C 0059-01
 City of _____
DOUGLAS County

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	<u>18</u> @	<u>\$49.56</u> =	\$892.08
Techn(s)	<u>796</u> @	<u>\$26.69</u> =	\$21,245.24
Total Direct Payroll Costs			\$22,137.32
B. Salary Related Overhead	<u>50.3</u> %		\$11,135.07
C. Total Payroll plus Overhead			\$33,272.39
D. Direct Expenses (Travel, Postage, Misc.)			
Mileage	miles	\$0.100/mile	
Auto	@		\$0.00
Pickup	<u>3,078</u> @	<u>\$0.26</u>	\$800.28
Postage & Telephone	_____ @ _____		\$0.00
Testing Laboratory or Consulting Firm to Assist	_____ @ _____		\$0.00
Equipment Rental	_____ @ _____		\$0.00
Total Other Direct Expenses			<u>\$800.28</u>
TOTAL FORCE ACCOUNT ESTIMATE			<u>\$34,072.67</u>

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

FROM: Jackie Waggoner, Purchasing Director
 Division of Purchasing

SUBJECT: Consider Recommendation of Contract Award for a Compressor

DATE: April 5, 2012

The Sheriff's Office has allocated \$50,000 to replace a compressor within one of the chillers at the Correctional Facility. The compressor has reached the manufacture's recommended life expectancy which indicates a 90% failure rate at 50,000+ hours. This preventative maintenance protects the County against much bigger expenses.

We solicited formal bids and received the following three responses:

	FAGAN COMPANY	MCELROY'S	JOHNSON CONTROLS
Bid Amount	\$69,705	\$76,800	\$61,296
Warranty	1 Year	1 Year	1 Year
Number of Days to Complete Installation	No Response	120 Days	45 Days (original submitted 30 days)

As you can see, the bids received exceeded the funds allocated. The additional funds of \$11,296 from the low bidder are available in the budget. Dave Sparkes and I will be available at the commission meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners accepts the low bid in the amount of \$61,296 to replace a chiller compressor at the Correction Facility.

DOUGLAS COUNTY, KANSAS

Douglas County Courthouse
1100 Massachusetts
Lawrence, Kansas 66044

April 11, 2012

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: Douglas County, Kansas

Tax I.D. No: 48-6033538

Bonds: General Obligation Refunding Bonds (the “Bonds”)

Underwriter: Piper Jaffray & Co., Leawood, Kansas

Escrow Agent: Security Bank of Kansas City, Kansas City, Kansas – ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities – State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date.

The Issuer certifies that the SLGS will be purchased solely from proceeds of the Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Underwriter to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

DOUGLAS COUNTY, KANSAS

By: _____
Name: Assistant County Administrator

RESOLUTION NO. 12-[____]

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS OF DOUGLAS COUNTY, KANSAS.

WHEREAS, Douglas County, Kansas (the “Issuer”) has heretofore issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (collectively the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Taxable G.O. Bonds	A, 2001	March 1, 2001	2017 to 2021	\$ 230,000
G.O. Sales Tax Refunding Bonds	2003-A	May 1, 2003	2013 to 2016	6,140,000
G.O. Refunding Bonds	2003-B	May 1, 2003	2012 to 2014	285,000
G.O. Sales Tax Refunding Bonds	2004-A	February 1, 2004	2014 to 2019	5,560,000
G.O. Bonds	2005-A	March 1, 2005	2013 to 2015	255,000

;and

WHEREAS, the Issuer hereby selects the firm of Piper Jaffray & Co., Leawood, Kansas (the “Purchaser”), as underwriter for one or more series of general obligation refunding bonds of the Issuer in order to provide funds to refund all or a portion of the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said general obligation refunding bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation refunding bonds; and

WHEREAS, the Issuer desires to authorize the Purchaser, in conjunction with the County Administrator or designate, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said general obligation refunding bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, KANSAS, AS FOLLOWS:

Section 1. The Purchaser is hereby authorized to proceed with the offering for sale of general obligation refunding bonds (collectively the “Bonds”) in one or more series, in accordance with the presentation made by the Purchaser. The offering for sale of the Bonds shall be accomplished in consultation with the County Administrator, Gilmore & Bell, P.C. (“Bond Counsel”), and the Purchaser. The confirmation of the sale of the Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the Issuer (the “Bond Purchase Agreement”) in a form approved by Bond Counsel and the County Counselor, the adoption of a resolution by the governing body of the Issuer

authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds.

Section 2. The Chair, Vice-Chair, County Administrator or designate, in conjunction with the Purchaser, Bond Counsel and the County Counselor, are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Chair, Vice-Chair, County Clerk, County Administrator or designate and the other officers and representatives of the Issuer, the Purchaser, Bond Counsel and the County Counselor, are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, to make provision for payment and/or redemption of the Refunded Bonds and the purchase of any United States Treasury Securities needed to accomplish the payment of such Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Board of County Commissioners of Douglas County, Kansas on April 11, 2012.

(SEAL)

Mike Gaughan, Chair – 1st District

Nancy Thellman, Vice-Chair – 2nd District

Jim Flory, Commissioner – 3rd District

ATTEST:

Jameson D. Shew, County Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original resolution; that said resolution was passed on April 11, 2012.

DATED: April 11, 2012.

Jameson D. Shew, County Clerk

EXHIBIT A
CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

[POS Date]

To:

Re: Douglas County, Kansas, General Obligation Refunding Bonds

The undersigneds are the duly acting Chairman and Assistant County Administrator of Douglas County, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

DOUGLAS COUNTY, KANSAS

By: _____
Title: Chairman

By: _____
Title: Assistant County Administrator

**DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING BONDS**

DISTRIBUTION LIST

ISSUER	BOND COUNSEL
<p>DOUGLAS COUNTY, KANSAS 1100 Massachusetts Street Lawrence, Kansas 66044 Telephone: (785) 832-5268 Fax: (785) 832-5192</p> <p>Mr. Craig Weinaug, Administrator Extension 5328 E-mail: cweinaug@douglas-county.com</p> <p>Ms. Sarah Plinsky, Assistant County Administrator Extension 5329 E-mail: splinsky@douglas-county.com</p> <p>Ms. Robin Crabtree, Executive Secretary Extension 5268 E-mail: rcrabtree@douglas-county.com</p> <p>Mr. Jamie Shew, County Clerk Extension 5267 E-mail: jshew@douglas-county.com</p> <p>Carrie F. Moore, Chief Deputy County Clerk Extension 5279 E-mail: cmoore@douglas-county.com</p>	<p>GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523</p> <p>Joe L. Norton, Esq. E-mail: jnorton@gilmorebell.com</p> <p>Garth J. Herrmann, Esq. E-mail: gherrmann@gilmorebell.com</p> <p>Ms. Robyn R. Dunlap, Senior Legal Assistant E-mail: rdunlap@gilmorebell.com</p> <p>Ms. Katherine B. Daniels, Legal Assistant E-mail: kdaniels@gilmorebell.com</p>
ISSUER'S COUNSEL	PAYING AGENT
<p>STEVENS & BRAND, L.L.P. 900 Massachusetts, Suite 500 P.O. Box 189 Lawrence, Kansas 66044-0189 Telephone: (785) 843-0811 Fax: (785) 843-0341</p> <p>Evan H. Ice, Esq. E-mail: EIce@stevensbrand.com</p>	<p>TREASURER OF THE STATE OF KANSAS Landon State Office Building 900 Southwest Jackson, Suite 201 Topeka, Kansas 66612-1235 Telephone: (785) 296-4148 Fax: (785) 296-7950</p> <p>Ms. Carmen J. Klopping, Director of Bond Services E-mail: carmen@treasurer.state.ks.us</p>
UNDERWRITER	
<p>PIPER JAFFRAY & CO. 11150 Overbrook Road, Suite 310 Leawood, Kansas 66211-2298 Telephone: (913) 345-3351 Fax: (913) 345-3393</p> <p>Mr. Greg Vahrenberg, Managing Director Telephone: (913) 345-3374 E-mail: Gregory.m.vahrenberg@pjc.com</p>	

VERIFICATION AGENT

ROBERT THOMAS CPA, LLC
360 Lakeshore Drive West
Shawnee Mission, Kansas 66217-8523

Mr. Robert Thomas, CPA
Telephone: (913) 362-3555
Fax: (913) 273-1299
Cell: (816) 898-5577
E-mail: bthomas@rthomascpa.com

Ms. Jennifer Klumpp, CPA
8029 Manor Road
Shawnee Mission, Kansas 66206
Telephone: (913) 362-2556
Fax: (913) 273-0072
Cell: (913) 220-5310
E-mail: jklumpp@rthomascpa.com

ESCROW AGENT

SECURITY BANK OF KANSAS CITY
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Telephone: (913) 621-8478
Fax: (913) 279-7960

Mr. Matt McLaughlin, Vice President & Trust Mgr.
Telephone: (913) 279-7946
E-mail: mmclaughlin@securitybankkc.com

Mr. Pete Gardner
Telephone: (913) 279-7948
E-mail: pgardner@securitybankkc.com

Ms. Erica Lemon
E-mail: elemon@securitybankkc.com

Memo:

TO: Craig Weinaug
FROM: Evan Ice
RE: Resolution Amending Resolution 11-28; Special Assessment on Berry
Plastics Facility
DATE: April 6, 2012

The enclosed Resolution amends the due dates of the special assessment placed on the new Berry Plastics Facility.

Background

In connection with the CDBG Grant, the Kansas Department of Commerce required that Douglas County impose a special assessment on the Berry Plastics Facility for repayment of one-half of the \$700,000 CDBG Grant over 10 years at a 2% interest rate. The County Commission adopted Resolution 11-28 last fall to impose his special assessment. The amortization schedule included in Resolution 11-28, however, provides for February and August payment dates. Because *ad valorem* tax payment dates are in December and May, this has created a problem in the County Clerk's Office in placing the special assessment on the tax rolls.

I contacted the Kansas Department of Commerce and was advised that it is possible to adopt a new amortization schedule having payment dates that mirror *ad valorem* tax payment dates. The Kansas Department of Commerce prepared and sent me a new amortization schedule that is included in the enclosed Resolution. I emailed the new amortization schedule to Ross Freese at Berry Plastics and spoke to him about this and he did not raise any objections to changing the payment dates.

Amending Resolution

The enclosed Resolution amends the payment dates of the special assessment to align them with due dates of *ad valorem* taxes – December 20 and May 10 of each year.

Please let me know if you have any questions about this.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS AMENDING THE PAYMENT DATES OF THE SPECIAL ASSESSMENT OF THE BERRY PLASTICS SPECIAL BENEFIT DISTRICT WITHIN DOUGLAS COUNTY, KANSAS, PREVIOUSLY APPROVED BY RESOLUTION NO. 11-28

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

WHEREAS, the Board previously adopted Resolution No. 11-28, creating the Berry Plastics Special Benefit District within Douglas County, Kansas, authorizing the making of certain improvements therein, and levying a special assessment in the amount of \$350,000 on the following described land:

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

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

WHEREAS, to facilitate placing the special assessment levied by Resolution No. 11-28 on the Douglas County Tax Rolls, the Board desires to amend the payment dates of the special assessment to correspond with the payment dates of general *ad valorem* taxes.

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

1. Schedule A of Resolution No. 11-28, containing the payment dates of the \$350,000 special assessment that the Board levied against the Property by its adoption of Resolution No. 11-28, is amended and replaced with the payment schedule set forth in Schedule A-1, attached to this Resolution and made a part hereof; provided, however, that the special assessment may be repaid earlier than provided for in Schedule A-1.
2. Except for the changes provided for in Section 1 of this Resolution, Resolution No. 11-28 is not further amended and is ratified.
3. This Resolution is effective from and after its adoption and shall be recorded in the office of the Douglas County Register of Deeds.

IN WITNESS WHEREOF, the Board of County Commissioners of Douglas County, Kansas has adopted this Resolution this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

Nancy Thellman, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew, County Clerk

SCHEDULE A-1

Douglas County
11-IN-R02
Berry Plastics, Inc.
Amortization Schedule

Loan: \$350,000.00 Contract award date 5/12/2011

Term: 10 years

Rate: 2%

Payments: Semi-Annual

P & I Payments due with ad valorem tax payments on
December 20 and May 10 of each year

<u>Payment Date</u>	<u>Beginning Balance</u>	<u>Principal</u>	<u>Interest</u>	<u>Payment</u>	<u>Ending Balance</u>
Dec-12	350,000.00	15,316.67	4,083.33	19,400.00	334,683.33
May-13	334,683.33	16,610.97	2,789.03	19,400.00	318,072.36
Dec-13	318,072.36	15,689.16	3,710.84	19,400.00	302,383.21
May-14	302,383.21	16,880.14	2,519.86	19,400.00	285,503.07
Dec-14	285,503.07	16,069.13	3,330.87	19,400.00	269,433.93
May-15	269,433.93	17,154.72	2,245.28	19,400.00	252,279.22
Dec-15	252,279.22	16,456.74	2,943.26	19,400.00	235,822.47
May-16	235,822.47	17,434.81	1,965.19	19,400.00	218,387.66
Dec-16	218,387.66	16,852.14	2,547.86	19,400.00	201,535.52
May-17	201,535.52	17,720.54	1,679.46	19,400.00	183,814.98
Dec-17	183,814.98	17,255.49	2,144.51	19,400.00	166,559.49
May-18	166,559.49	18,012.00	1,388.00	19,400.00	148,547.48
Dec-18	148,547.48	17,666.95	1,733.05	19,400.00	130,880.54
May-19	130,880.54	18,309.33	1,090.67	19,400.00	112,571.21
Dec-19	112,571.21	18,086.67	1,313.33	19,400.00	94,484.54
May-20	94,484.54	18,612.63	787.37	19,400.00	75,871.91
Dec-20	75,871.91	18,514.83	885.17	19,400.00	57,357.08
May-21	57,357.08	18,922.02	477.98	19,400.00	38,435.06
Dec-21	38,435.06	18,951.59	448.41	19,400.00	19,483.47
May-22	19,483.47	19,483.47	162.36	19,645.83	0.00

MEMO

To: Craig Weinaug, County Administrator
Dave Corliss, City Manager
Chris Lowe, City Administrator
John Harrenstein, City Administrator

From: Jillian Rodrigue

Date: March 21, 2012

Re: Immediate Response Information system (IRIS) - Call Notification System

DCEM would like to conduct a presentation to identify interested partners in the use of IRIS.

IRIS serves to keep citizens informed and involved on a local level, and it allows for effective management of crises and emergencies while providing a multitude of community involvement opportunities for the citizenry.

All government entities, no matter their size or scope, are heavily invested in the safety of their citizens and must act quickly and efficiently to secure it. IRIS can ease operations as a whole, with verifiable, prompt communication which will improve awareness levels and can also potentially save lives. In addition, through community involvement programs, IRIS can draw people to each community and thus, offer an advantageous return on investment for each government organization at the local level.

The IRIS system was purchased by the Northeast Region Homeland Security Council (NERHSC) through grants funds. The contract is valid through 2014 at which time a new contract must be established by the NERHSC or a local governmental entity or the service will be cancelled. At this time, there is a desire by the NERHSC Chairs to extend the contract, but grants fund allocations continue to decline for the council. To our best knowledge, the annual cost per user is \$1.50. There are approximately 700 registered users on the system at this time which would cost \$1,050.00 annually.

Within Douglas County, the system is only being utilized internally by local governmental agencies for weather and general alert messaging. Recently, the system was promoted as a free service from surrounding counties following the Harveyville

Tornado and has prompted numerous calls from the community to Douglas County Emergency Management requesting information about signing up for the service in Douglas County.

If it is determined that the system should be promoted for the public to sign up, Individuals log on to a designated website and sign up for an account which can include up to 3 phone numbers and two e-mails on which they would like to receive messages. Weather notifications, such as tornado and severe thunderstorm warnings and watches, are sent automatically based upon the user's settings. Messages can also be sent manually by city or county representatives concerning a water main break, evacuation request, a string of burglaries, etc.

With an active 2011 storm season and the 2012 season starting off active, we anticipate that if the system is opened to the public, we would see users increase. It is difficult to estimate how many may sign up, but for 30,000 users it would cost \$45,000.00 per year.

Please let me know if you have any questions and when you would like to schedule the presentation.

MEMORANDUM

To : Board of County Commissioners

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

Date : April 6, 2012

Re : Consider Project Agreement with KDOT for Project No. 23 C-4123-01
Replacement of Route 1057 bridge over Wakarusa River

KDOT has notified me that 80% of the estimated total construction and construction engineering cost for the referenced project will exceed Douglas County's available obligation authority for federal funds. You will recall in early February the BOCC signed the document Authority to Award Contract/Commitment of County Funds (Form 1309). The cost breakdown accompanying that document indicated federal funds would pay for 80% of the full estimated construction and KDOT construction engineering cost, and the County would be responsible for 20% of the full estimated cost. That document committed the County to pay \$563,000 towards construction and construction engineering costs.

As indicated in Form 1309, the construction cost plus KDOT construction engineering cost is estimated to be \$2,812,000, and federal funds were to cover 80%, or \$2,249,600. Per Form 1309, Douglas County committed to pay 20%, or \$563,000 (rounded up from \$562,400). Douglas County has remitted \$563,000 to KDOT. However, Douglas County's available federal obligation authority for this project is \$1,897,430. This was an oversight on KDOT's part.

Since Douglas County's federal obligation authority will not cover the full 80% of construction and construction engineering costs, KDOT requires us to execute the attached project agreement. Under terms of the agreement (Article II, paragraph 18), Douglas County is responsible for all costs exceeding \$2,371,788. Per Article II, paragraph 17, KDOT will allow the County to pay local costs exceeding \$563,000 with future federal funds.

Also attached is a spreadsheet showing it is anticipated Douglas County will owe KDOT an additional \$546,000. Given anticipated federal funding obligation authority for Douglas County, the additional costs should be paid next year. Essentially, KDOT is allowing the project to be constructed one year early. Construction began on the project March 12.

Action Required: Approve agreement with KDOT concerning Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River. The BOCC should sign two original copies of the agreement.

Date: 4/6/2012
 By: KAB

PROJECT COST ESTIMATE

Project No. 23 C-4123-01
 Replace Bridge No. 13.00-19.00
 Route 1057 over Wakarusa River

Construction Cost (Comanche bid)	\$ 2,753,110	
KDOT estimated Const. cost (Form 1309)		\$ 2,812,100
Const Engrg (BG agreement)		\$ 194,599
Total Construction + Const Engineering		\$ 3,006,699
Max. federal funds available	\$ 1,897,430	
Const. cost supported by 80% federal funds	\$ 2,371,788	
Local Share - 20% Const cost supported by Federal funds		\$ 474,358
Local Share - 100% Const cost >	\$ 2,371,788	\$ 634,912
Total estimated County cost responsibility for Const & CE cost		\$ 1,109,269
Less: County funds already submitted to KDOT		\$ (563,000)
Additional Const & CE cost responsibility		\$ 546,269

Note: Per agreement, additional funds owed to be taken from future federal funds allocated to County.

<u>Estimated cash outlays from CIP:</u>		
Payment to KDOT per Authority to Award Contract (paid March 2012)		\$ 563,000
Design		\$ 198,000
R/W & Utilities		\$ 17,550
Estimated Total DGCO cash outlay		\$ 778,550

Current CIP allocation: \$800,000

PROJECT NO. 23 C-4123-01
BRS-C412(301)
GRADING, BRIDGE, SURFACING, SEEDING
DOUGLAS COUNTY, KANSAS

A G R E E M E N T

PARTIES: "THE SECRETARY OF TRANSPORTATION, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The County of Douglas, Kansas, hereinafter referred to as the "County,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized a Non-National Highway System road project, hereinafter referred to as the "Project." The County has requested the Project. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of County roads utilizing federal funds. The Secretary and the County desire to construct the Project on RS-1374 in the County. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the County desire to enter into this Agreement for the construction of the Project, which is described as follows:

Bridge replacement in the County on RS-1374 approximately ½ mile south of K-10.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the County acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives such the County may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the

County, to administer the construction of the Project in accordance with the final design plans, as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the County.

3. To require the contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

4. To be responsible for eighty percent (80%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$1,897,430.00 for the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$2,371,787.50 for the Project. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. After receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE II

THE COUNTY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic

Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above. In addition, any contract between the County and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the County and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

5. The County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the County's

and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the County, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

6. A duly appointed representative of the County is authorized to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. The County agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such rights of way, easements, and access rights have been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

8. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

9. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries,

case files, or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. If federal funds are used in the acquisition of rights of way, any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements.

12. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the County except as provided by state and federal laws.

13. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The County further agrees to certify to the Secretary on forms supplied by the Secretary all utilities required to be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order the contractor shall not be delayed in construction of the Project. The County will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

16. To provide the construction inspection in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the County forces or the consultant. The Secretary does not undertake for the benefit of the County, the contractor, the consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications. The County will require at a minimum all personnel, whether County or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the County executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

17. To deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The County will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of County Funds received by the County from the Secretary. The date indicated for the County to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date. Any additional money owed the Secretary will be paid for by County with future federal funds allocated to the County. County agrees to allow Secretary to capture and use County's future federal funds for any projects deemed appropriate by the Secretary.

18. To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$2,371,787.50 for the Project. In addition, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$2,371,787.50 for the Project. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

19. If any payment is due to the Secretary, such payment be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. It is the policy of the Secretary to make any final payments to the County 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 States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the County's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The County, 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. The Parties agree as the Single Audit Report

becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The County agrees to refund payment made by the Secretary to the County for items subsequently found to be not eligible for reimbursement by audit.

21. If they have not already done so, the County 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/.

22. The County 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.

23. If it cancels the Project, it will reimburse the Secretary for any costs that are incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

24. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed that all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The County further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

25. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

26. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the County. The County shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the County prior to commencement of construction of the Project. The County shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The County will investigate any and all hazardous waste sites discovered during construction of the Project on County owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the County shall hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The County, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the County. The County reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the County.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and County and county standards where the hazardous waste site is located.

27. To control parking of vehicles on the County street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

28. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

29. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

30. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of the KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

31. When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the County and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the County's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the County of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items will be paid by the County.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. 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.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

8. 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 on the day and year first above written.

ATTEST:

COUNTY OF DOUGLAS, KANSAS

COUNTY CLERK (Date)

CHAIRMAN

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

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. 355) 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 ensure 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 "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "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 natural 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 Business as defined in the Regulations shall have a level playing field to compete 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 C.F.R. 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.

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. 04-11), 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."

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: 2012-2013 Health Insurance Update

DATE: April 6, 2012

Per discussions at the April 4th County Commission Meeting, staff has proposed the following plan design changes to the Health Insurance Plan for starting June 1st 2012 through May 31st 2013.

Benefit	Current Benefit	Potential Benefit
Network Office Visit Copay	\$15.00	\$25.00
Network Deductible	\$0	\$0
Network OOP Maximum	\$1,300 single \$2,600 family	\$1,800 single \$3,600 family
Coinsurance	In network: 80/20 Out of Network: 60/40	In network: 80/20 Out of Network: 50/50
ER Copay	\$50 copay, then 80%	\$200 copay, then 80%
Prescription Drug co-pays	\$8.00 generic \$35.00 brand	\$8.00 generic \$35.00 Preferred brand \$50.00 Non-preferred brand

Staff is also recommending the Estimated Premium Equivalents be set at the following levels.

	Total Cost		Employee Portion		Retiree Portion	
	2011-2012	2012-2013	2011-2012	2012-2013	2011-2012	2012-2013
Employee Only	\$545.15	\$568.95	\$30.00	\$42.00	\$300.00	\$313.00
Employee + 1	\$1,066.20	\$1,112.75	\$186.50	\$209.80	\$587.00	\$612.00
Family	\$1,524.01	\$1,590.55	\$258.00	\$291.30	\$839.00	\$875.00

These equivalents are based on the inclusion of the Delta Dental network and the Humana stop loss coverage. Additional information on the history of total costs and employee portions will be available before the meeting. Please let me know if you have any questions or concerns.

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Keith Browning, Director of Public Works
Sarah Plinsky, Assistant County Administrator

SUBJECT: Architectural Services for the Public Works Building

DATE: April 6, 2012

In 2011, the Commission reviewed recommendations on a future Public Works Building, and agreed that consolidating the two divisions into one location was the most efficient option. The Commission also purchased land on East 25th Street for a future location. Additional analysis and study is needed to determine the cost for a new facility.

Staff is recommended that an RFP be issued for Architectural Services for a future Public Works Building. The architect will perform additional space study analysis and other preliminary work needed to provide staff with a firm budget estimate, as well as develop schematic designs. Once schematic design has been completed and the budget estimate prepared, the Commission will have the information needed to proceed with the project. That estimate will also be used for bond purposes.

In addition, staff recommends that the RFP and the contract be structured for architectural services the total design process. Using the same architectural firm for the entire design and construction process will expedite the process when a decision is made to proceed with construction. This RFP will be for architectural services only; not construction management. In addition to expediting the process, the continuity of having the same firm throughout the process will be more efficient. Staff will ensure that the contract allows us to cancel the contract after schematic design, if it is decided not to proceed at this time.

Staff is recommending that we utilize the Construction Manager (CM) at Risk design and construction method. Construction management at-risk is a process that allows the owner/client of a project to choose the CM before the design stage is complete. The CM is chosen based on qualifications, and then the entire operation is centralized under a single contract. The architect and CM work together in order to cultivate and assay the design. Then, the CM gives the client a guaranteed maximum price, and coordinates all subcontract work. The Architect/Engineer (A/E) is hired separately from the CM at-risk and the traditional client – A/E relationship is maintained.

The total cost for design on a construction project is traditionally around 8% of the total project cost. The initial design fee to produce a cost estimate and prepare schematic designs is 20% of that 8%. Initial cost estimates for the Public Works building are approximately \$8.0 million dollars. We estimate that the total design will be around \$640,000, so the initial work is estimated to cost \$128,000. Funds were set aside in 2011 in an equipment reserve account to finance the initial design work. Please let us know if you have any additional questions or concerns.