# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

**WEDNESDAY, DECEMBER 23, 2015**
4:00 p.m.

-Consider approval of the minutes for October 7, October 14, October 21, October 28, November 4, November 11 and November 18, 2015.

**CONSENT AGENDA**

(1) (a) Consider approval of Commission Orders
(b) Consider approval of contract for Historic Resources Intensive Survey of Grant & Palmyra Townships (Jackie Waggoner);
(c) Consider approval of contract for Historic Resources Reconnaissance Survey for Lecompton Township (Jackie Waggoner);
(d) Consider Recommendation to Purchase a Hydraulic Excavator for Public Works (Jackie Waggoner);
(e) Consider authorizing purchase of precise concrete culvert for Project No. 2014-65, Structure No. 20.46N-16.00E. (Keith Browning);
(f) Consider authorizing purchase of precise concrete culvert for Project No. 2015-53, Structure No. 04.17N-09.00E. (Keith Browning);
(g) Consider appointment of John Bullock, Stevens & Brand Law Firm, as County Counselor (Craig Weinaug);
(h) Authorization to solicit construction bids for Project No. 2013-18Deck replacement for Bridge No. 08.74N-07.95 Route 1039 bridge over Washington Creek at Lone Star town (Keith Browning);
(i) Consider the 2016 Heritage Conservation Council Grant Program Materials (Jan Shupert-Arick);
(j) Consider a Avaya phone system maintenance contract (Jackie Waggoner); and
(k) Consider waiving the purchasing policy and extending the contract with Allen, Gibbs and Houlik for the 2015 and 2016 Audit. (Sarah Plinsky)
(l) Approval of disposal plan for McCollum demolition materials (Mary Miller)

REGULAR AGENDA

(2) Consider approval of engineering services agreement with BG Consultants, Inc. for Project No. 2015-18, the realignment of Hamm Landfill Access Road (Keith Browning)

(3) Authorization to solicit proposals for engineering services for slide repair at Lone Star Lake dam, Project No. 2015-1 (Keith Browning)

(4) Consider recommendations for participation in project with the City of Lawrence to renovate Fire Station #1 and connected Senior Services Offices (Craig Weinaug)

(5) Consider recommendations for revisions for ambulance charges (Mark Bradford)

(6) Consider approving Phase 1 Guaranteed Maximum Price (GMP) of the Fairgrounds Capital Improvement Project and amend the Construction Management contract with Mar Lan Construction. (Sarah Plinsky)

(7) (a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
**-Board of Construction Codes Appeals (1) position**
**-Food Policy Council – (1) position**
(c) Public Comment
(d) Miscellaneous

(8) Adjourn

**WEDNESDAY, DECEMBER 30, 2015**

**WEDNESDAY, JANUARY 6, 2016**
-Proclamation to declare January 9, 2016 as “National Law Enforcement Appreciation Day (L.E.A.D.) Michelle Derusseau

**WEDNESDAY, JANUARY 13, 2016**

**WEDNESDAY, JANUARY 20, 2016**

**WEDNESDAY, JANUARY 27, 2016**

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

**DOUGLAS COUNTY ADMINISTRATIVE SERVICES**
**Division of Purchasing**
1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Jan Shupert-Arick, Heritage Conservation Council Program Coordinator

SUBJECT: Consider Contract for Historic Resources Intensive Survey of Grant & Palmyra Townships

DATE: December 18, 2015

In March 2015, the Douglas County Commission approved the Heritage Conservation Council to submit a Historic Preservation Fund (HPF) grant application to the Kansas State Historical Society/State Historic Preservation Office to support the 2015-2016 intensive level survey of approximately 60 properties in Grant and Palmyra Townships. These properties have been previously identified through a reconnaissance survey (completed in 2015 by Dale Nimz) as potentially eligible for listing on the National Register.

The HPF grant was awarded in the amount of $8,400 for partial cost for this project. Douglas County will provide an additional $5,600 in funds from the 2015 Heritage Conservation Council's budget allocation. Total funding for this project is $14,000. We solicited proposals from qualified individuals/firms using a list of consultants provided by the State Historic Preservation Office (SHPO). The following two proposals were received:

| Firm | Bid | Negotiated Amount |
|---|---|---|
| Hernly Associates, Inc. | $18,000 | $14,000 |
| Dale Nimz | $13,920 | n/a |

A Selection Committee (Dr. Michael Thompson, Chair; Shelley Hickman Clark, HCC Council Chair; Jan Shupert-Arick, HCC Program Coordinator, and Jackie Waggoner, Purchasing Director) reviewed the proposals and interviewed both firms. While the bid from Dale Nimz came in at a lower cost, the committee and Heritage Conservation Council believe it's in their best interest to recommend the Intensive Survey contract to Hernly Associates, Inc. The State Historic Preservation Office recommended that it would be best to have two firms involved in the survey process for each township as each firm has strengths and involving more than one firm in the process improves the data collected.

During our interview/negotiation process we discussed ways to reduce the survey costs to be more in line with the allocated funds. The Committee agreed to the following changes:

a) The Heritage Conservation Council will be responsible for writing the newsletter article following the receipt of the final report from the survey consulting firm.
b) The HCC program coordinator will send letters to property owners.

**RECOMMENDATION:** The Board of County Commissioners approves a contract with Hernly Associates in the amount of $14,000 to complete an Intensive Survey of Grant and Palmyra Townships.

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

FROM: Jackie Waggoner, Purchasing Director
Jan Shupert-Arick, Heritage Conservation Council Program Coordinator

SUBJECT: Consider Contract for Historic Resources Reconnaissance Survey for Lecompton Township

DATE: December 18, 2015

As part of the 2015 Heritage Conservation Council's budget allocation, the HCC has budgeted $22,500 for a Reconnaissance Survey for Lecompton Township.

We solicited proposals (using an approved list of contractors from the State Historic Preservation Office) from qualified individuals/firms to complete a natural, cultural and historic resources survey of the remaining unincorporated area of Lecompton Township. Only one proposal was received from Susan Jezak Ford (assisted by Dale Nimz) in the amount of $30,000.

A Selection Committee (Dr. Michael Thompson, Chair; Shelley Hickman Clark, HCC Council Chair; Jan Shupert-Arick, HCC Program Coordinator, and Jackie Waggoner, Purchasing Director) reviewed the proposal. During our interview/negotiation process we discussed ways to reduce the survey costs to be more in line with the allocated funds. The Committee agreed to the following changes:

a) The number of properties/buildings to be surveyed was reduced to no less than 250. This will be assessed after an initial broad survey is made of Lecompton Township.
b) The Heritage Conservation Council will be responsible for writing the newsletter article following the receipt of the final report from the survey consulting firm.
c) Reduced required official public meetings from two to one.
d) The HCC program coordinator will send letters to property owners.

The committee and Heritage Conservation Council both agreed that the previous surveys conducted by Susan Jezak Ford and Dale Nimz exceeded expectations and were conducted in a professional manner. Both surveyors are highly qualified as evidenced by expertise, experience and knowledge of local history. Following our bidding process, interviews, and negotiations, the Selection Committee agreed to recommend Susan Ford be awarded the contract.

| Firm | Bid | Negotiated Amount |
|---|---|---|
| Susan Jezak Ford | $30,000 | $22,500 |

**RECOMMENDATION:** The Board of County Commissioners approves a contract with Susan Ford in the amount of $22,500 to complete a natural, cultural and historic survey of the remaining unincorporated area of Lecompton Township.

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation to Purchase a Hydraulic Excavator

DATE: December 17, 2015

Public Works has funds allocated in equipment reserve to replace their existing 2000 Case 9030B excavator with approximately 7500 hours. The existing equipment was purchased used in 2000 (150 hours), but beginning to experience multiple mechanical issues and parts are becoming difficult to find. Our existing excavator would be sold in our auction.

The primary use of the equipment is to maintain box culverts and bridges, ditching, removing brush and trees, and clearing creek channels.

In the process of exploring options for replacing the excavator, staff made contact with the local suppliers. For the past few months staff was provided demos of similar equipment that were available by accessing cooperative contracts. The table summarizes the equipment options:

| Supplier | Contract Type | Brand/Model | Warranty | Cost |
|---|---|---|---|---|
| Sellers Equipment | HGAC | Doosan DX 225-5 | 5 Years Full Machine | $184,636.70 |
| Murphy Tractor & Equip | MODOT | John Deere 210G LC FT4 | 24 Months/1000 Hours | $175,548.00 |
| Road Builders | HGAC | Komatsu PC 210-LC-11 | 3 Years/2000 Hours (includes PM maintenance) | $204,294.00 |
| Berry Tractor | Used (2014) | Komatsu PC210-LCi-10 | 5 Years/4000 Hours | $199,165.00 |
| G.W. Van Keppel | HGAC | Volvo EC220EL | 5 Years/2500 Hours Premier Warranty (includes PM maintenance) | $176,151 |

After reviewing the equipment options and testing the equipment, staff's preference is to purchase the Volvo excavator from the HGAC contract. Although the John Deere with Murphy Tractor is $603 less, the warranty on the Volvo is significantly better which includes all preventative maintenance during the warranty period.

**RECOMMENDATION:** The Board of County Commissioners approves staff to access the HGAC contract with G.W. Van Keppel for the purchase of an excavator in the amount of $176,151.

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : December 14, 2015

Re : Consent Agenda authorization to purchase precast concrete culvert
Project No. 2014-65; Structure No. 20.46N-16.00E

The referenced culvert is on E 1600 Road approximately 1/2 mile north of N 2000 Road. The existing culvert is an 8'-span x 6'-high x 21.5'-long concrete box culvert. The culvert needs replacing due to narrow roadway width.

You may recall we previously received BOCC authorization to purchase a precast box for this location. The previously authorized purchase was not made. After meeting with property owners, we have re-designed the project. Current plans specify a smaller reinforced concrete box structure than previously planned.

At this location, we plan to construct an 8'-span x 6'-high x 44'-long concrete box culvert. The new culvert's length will allow for a future 24'-wide roadway with adequate clear zone. This department's bridge crew will construct the project. Construction is planned for fall 2016.

We received two quotes for supply of the box structure. Oldcastle Precast submitted the low price quote of $29,221.41. The CIP includes $50,000 for this project.

Action Required: Consent Agenda authorization for the Public Works Director to approve purchase of an 8'-span x 6'-high x 44'-long precast concrete box culvert from Oldcastle Precast at a total cost of $29,221.41 for installation at 20.46N-16.00E.

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : December 14, 2015

Re : Consent Agenda authorization to purchase precast concrete culvert
Project No. 2015-53; Structure No. 04.17N-09.00E

The referenced culvert is on Route 1039 (E 900 Road) approximately 1.2 miles north of US-56 highway. The existing culvert is a 5'-span x 4'-high x 38.5'-long concrete box culvert. The culvert needs replacing due to narrow roadway width and structural deterioration.

At this location, we plan to construct a 7'-span x 6'-high x 50'-long concrete box culvert. The new culvert's length will allow for a 24'-wide roadway with future 6'-wide shoulders and adequate clear zone. This department's bridge crew will construct the project. Construction is currently planned for 2016.

We received two quotes for supply of the box structure. Oldcastle Precast submitted the low price quote of $32,002.27. The CIP includes $75,000 for this project.

Action Required: Consent Agenda authorization for the Public Works Director to approve purchase of a 7'-span x 6'-high x 50'-long precast concrete box culvert from Oldcastle Precast at a total cost of $32,002.27 for installation at 04.17N-09.00E.

WEBSTER L. GOLDEN
PETER K. CURRAN
WINTON A. WINTER, JR.
EVAN H. ICE
SHERRI E. LOVELAND
MOLLY M. WOOD
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OF COUNSEL
THOMAS D. HANEY

RICHARD B. STEVENS 1899-1991
JOHN W. BRAND 1907-1971
JOHN W. BRAND, JR. 1932-2015

December 18, 2015

Board of Douglas County Commissioners
1100 Massachusetts St, Ste 200
Lawrence, KS 66044

Re: County Counselor for Douglas County

Dear Board of County Commissioners:

Following Evan Ice's resignation, I am honored to accept the appointment as the Douglas County Counselor. Consistent with past practice, other attorneys at Stevens & Brand ("S&B") will provide legal services in accordance with their respective areas of expertise. In this capacity, S&B will, in effect, act as general counsel for the Douglas County, addressing legal issues under the Commission's direction, the County Administrator's direction, and the direction of the various elected officials and department heads, with me acting as County Counselor. As with any general representation, the County will retain the right to appoint different legal counsel to represent it in connection with specific issues. We will only represent the County in connection with those matters in which we are asked to assist.

In order to maintain a mutually beneficial and positive working relationship, we wish to set forth the terms of this engagement and our billing procedures. Enclosed with this letter is a Memorandum Regarding Billings for Legal Services and Reimbursements of Stevens & Brand, L.L.P. ("Fee Memorandum"), which provides further details regarding this engagement and S&B's billing procedures. Together, this letter and the Fee Memorandum set forth the terms of the County's engagement of S&B.

**FEES AND COSTS**



DRAFT

Our standard hourly rates, as well as the manner in which Client's fee will be determined, are set forth in this letter and the attached Fee Memorandum. S&B's rate for all work performed by attorneys during calendar year 2016 will be $175 per hour. In an effort to reduce legal fees, we may assign work to law student clerks or legal assistant personnel under our direction when appropriate. Time devoted by law clerks/legal assistants to client matters is charged at the rate of $40 per hour. S&B's hourly rates for attorneys, law clerks and legal assistants will automatically increase by 3% in each subsequent calendar year, unless and until mutually agreed otherwise by S&B and Client.

## RETAINER

Client will not be required to deposit a retainer at this time, but S&B reserves the right to request a retainer at some time in the future.

## EMAIL

To help reduce costs to you and to expedite communication we routinely use ordinary internet email. Use of ordinary internet email is unsecure and involves some risk of accidental disclosure of confidences and privileges.

Because the attorney-client privilege belongs to the client, we will abide by your instructions and directions regarding communication by email. If you wish to avoid the possibility of an accidental waiver of privileges or confidences, we will communicate via ordinary mail, overnight mail, facsimile, and telephone, but not ordinary internet email. Unless we receive instructions from you to the contrary, it is understood that we are authorized to use ordinary internet email to communicate with you and others in connection with our representation.

## WITHDRAWAL OR DISCHARGE

S&B will require Client's cooperation in timely paying all invoices, furnishing all necessary and appropriate information, and in taking all actions reasonably required for S&B to perform legal services to you in an efficient and timely manner. In the event invoices for fees and expenses are not timely paid, or S&B concludes it cannot effectively continue the representation due to Client's failure to assist or cooperate in the representation, S&B may, in its sole discretion, cease performing any further services for Client and withdraw as counsel, subject only to S&B's ethical obligations with respect to protecting Client's interests in light of the pending withdrawal.

Client has the right to terminate S&B's representation of Client upon reasonable notice for any reason. Upon termination of S&B's representation, S&B will return any original documents and any other property of Client which S&B may have in its possession, provided, however, Client shall pay all fees and costs incurred to the date of termination and all costs incurred by S&B to duplicate and return Client's documents or other property to Client.



DRAFT

If either of us decides to terminate this relationship, we will give the other thirty (30) days' prior notice.

**FILES**

Our practice is to destroy clients' legal files 10 years after the file is closed, unless directed otherwise. If you wish us to retain your files for a longer period, please notify us in writing.

**CONCLUSION**

Please excuse the formal tone of this letter; however, it is important that we establish a complete understanding of the terms of this engagement at the outset. To evidence your agreement to the provisions of this letter and the Fee Memorandum, kindly execute the enclosed copy of this letter and return it in the enclosed self-addressed, stamped envelope at your earliest possible convenience.

Please let me know if you have any questions. We appreciate this opportunity to serve you and look forward to continuing our representation of Douglas County.

Very truly yours,
STEVENS & BRAND, L.L.P.

John T. Bullock

JTB: deb
Enclosure

********** ********** ********** **********

**Client hereby acknowledges receipt of this letter and the Fee Memorandum and agrees to the terms and conditions as stated.**

**DATED this _____ day of December, 2015.**

**Board of Douglas County Commissioners**

_____

**By: Jim Flory, Chair**



DRAFT

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : December 16, 2015

Re : Authorization to solicit construction bids for Project No. 2013-18
Deck replacement for Bridge No. 08.74N-07.95E
Route 1039 bridge over Washington Creek at Lone Star town

You will recall we opened bids for the referenced bridge replacement project in late August 2014 and in January 2015. Both bid openings resulted in bids higher than the Engineer's Estimate, and all bids were rejected. We are now seeking authorization to solicit bids with a planned early-2016 bid opening. Construction would be completed during the 2016 construction season.

The referenced bridge carries Route 1039 (E 800 Road) over Washington Creek just south of the community of Lone Star. The bridge is a 3-span, 136 feet long, steel bridge with concrete deck constructed in 1980. The concrete deck has been patched numerous times. The latest bridge inspection revealed approximately 60% of the deck is patched or delaminated, and the bottom of deck has several spalled areas with exposed reinforcing steel and some transverse cracks with leaching, a sign of moisture passing through cracks in the slab possibly leading to reinforcing steel deterioration.

The 2015 CIP allocates $475,000 for this project. We currently estimate construction will cost approximately $420,000.

Action Required: Authorization to solicit bids for Project No. 2013-18, deck replacement for Bridge No. 08.74N-07.95E, which carries Route 1039 over Washington Creek near Lone Star town.

**DOUGLAS COUNTY COMMISSIONERS**
1100 Massachusetts Street
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MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jan Shupert-Arick, Program Coordinator, Heritage Conservation Council

SUBJECT: Approval of 2016 Heritage Conservation Council Grant Materials

DATE: December 18, 2015

The 2016 Douglas County Natural & Cultural Heritage Grant Program materials are attached for your review. The materials are basically the same as the 2015 documents with the following exceptions:

1) The program will now require a meeting with the Program Coordinator prior to the applicant submitting a grant application.

2) The grant guidelines do not specify an exact amount of funds that will be allocated to the grant program. The guidelines read: "The Douglas County Commission has authorized grants funds of approximately $225,000 in the 2016 County budget to assist with the development and creation of natural and cultural heritage conservation projects." This leaves some flexibility in grant awards and in allocating funds not awarded to the grant program to be used in other areas of the program – such as the support of conservation and preservation workshops (a cemetery restoration workshop, how to write a national register nomination workshop, or perhaps a dry stone fence restoration workshop).

3) An additional grant information workshop has been added and will be held in Baldwin City at Baker University's Library.

4) Non-profit organizations with 501(c)(3) status will be required to be in good standing with the IRS and will submit their Form 990 as part of the application.

# FY 2016 Douglas County Natural & Cultural Heritage Grant Program Guidelines

## I. OVERVIEW

Purpose

The Douglas County Commission has authorized grants funds of approximately $225,000 in the 2016 County budget to assist with the development and creation of natural and cultural heritage conservation projects. Following the recommendations outlined in *The Natural & Cultural Heritage Task Force Final Report*[1], the Heritage Conservation Council (HCC) has allocated funding for 2016 heritage priorities as follows:

| Funding Priorities | Allocation Percentage[2] |
|---|---|
| Major Grant Project(s) | 55% |
| Target Grant Projects | 30% |
| Inventory of Natural & Cultural Resources | 10% |
| Administration | 5% |
| Total | 100% |

**Major Grants - $90,000-$124,000**

A major grant project can receive up to 55% of the total allocated funds. A major grant proposal is defined as a proposal requesting at least $90,000 and no more than $124,000. Grant projects falling in this category should be large enough to have a major impact on the conservation of our natural and cultural resources. These grants are competitive and not every proposal will be funded.

**Target Grants – Up to $89,999**

A series of target grant projects can receive up to 30% of allocated funds. Target grant proposals are equally important for conserving Douglas County natural and cultural heritage and applicants may request at most $89,999. These grants are competitive and not every proposal will be funded.

**Grant Period**

FY2016 grants should be completed within a 24 month period from the project start date.

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[1] The Taskforce Report provides a detailed framework to conserve Douglas County's natural and cultural heritage. http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx.

[2] Major and Target Grant allocation percentages are subject to change during the HCC's grant evaluation process.

**Reimbursable Grant Program**

**Except for grants in the amount of $5,000 or less, the grant program should be treated as a reimbursement grant.** The grant recipient shall pay, in full, all costs of the project as they become due and payable. Progress payments or monthly billings for a percentage of the completed project are not reimbursable under the program. This provision should be taken into consideration when calculating the cash flow for the project and itemizing the budget.

**Grant Timeline**

| | |
|---|---|
| **Grant Application Materials Released** | **January 8, 2016** |
| **Grant Overview Session (potential applicants)** | **Jan. 28, 2016 & Feb. 2, 2016** |
| **Deadline for required meeting with HCC Program Coordinator** | **Feb. 29, 2016** |
| **Application Deadline** | **March 15, 2016** |
| **Applicant Presentations** | **March 24 2015 & March 31, 2016** |
| **HCC Grant Evaluation Open Sessions** | **April 14, 2016 & April 21, 2016** |
| **HCC Recommendation to County Commissioners** | **May 4, 2016** |

**Contact Information**

For questions about the Natural & Cultural Heritage Grant Program, contact the HCC Program Coordinator, Jan Shupert-Arick at jshupertarick@douglas-county.com or 785-330-2878.

## II. ELIGIBILITY

**Who Can Apply**

Non-profit organizations, universities, K-12 schools, businesses, or any unit of local government within Douglas County, Kansas.

Individuals, families, businesses, or out-of-county organizations or units of government outside of Douglas County must have a Douglas county partner (as listed above) to apply.

Form 990: **All 501(c)(3) applicants must be in current good standing with the IRS regarding their Form 990 filing requirements. A copy of the organization's most recent Form 990 must be submitted as part of the grant application.**

For projects on properties or structures the applicant must hold title to the property or demonstrate full consent of the property owner.

Individuals or organizations with an open or completed Douglas County Natural and Cultural Heritage grant from 2011 through 2015 may apply for 2016 grant funds.

Applicants may apply for multiple grants to support separate projects.

**Project Geographic Location**
Grant projects must occur in Douglas County, Kansas.

**Project Categories**
To be eligible for funding, projects must fall into at least one of the following categories:

1. Historic Structures
2. Prairie; woodlands, waterways; habitat restoration/preservation
3. Agriculture (working farms, heritage farms; high quality agricultural soils)
4. Freedom's Frontier themes (Civil War & pre-Civil War heritage; Settlement stories; Enduring struggle for freedom)
5. Pre-settlement history

## III. APPLICATION PROCEDURE

Grant application forms are available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx or obtained by contacting the HCC Program Coordinator, Jan Shupert-Arick at jshupertarick@douglas-county.com or 785-330-2878.

Complete all questions contained in the grant application and submit **one original signed application, one set of original support materials (if applicable), and seven additional copies of all materials** to the Douglas County Heritage Conservation Council, Douglas County Courthouse, Administrative Services 3rd Floor, 1100 Massachusetts Street, Lawrence, KS 66046. The Courthouse is open Monday-Friday 8:00 a.m. until 5:00 p.m. Applications which are mailed to the above address must be postmarked by Tuesday, March 15, 2016. Hand delivered applications must be received by 5:00 p.m., Tuesday, March 15, 2016 late applications will not be accepted.

We encourage applicants to submit thorough and concise grant applications with detailed budgets.
All grant applications are subject to the Kansas Open Records Act.

## IV. APPLICATION EVALUATION & SELECTION

### Evaluation Process

Applications will be reviewed for completeness by the HCC Program Coordinator. After the application deadline closes, the Program Coordinator will provide application materials to each member of the HCC for evaluation using the grant evaluation criteria (see below).

Grant applicants submitting a Major grant application will be required to make a presentation regarding their proposal to the HCC. Applicants submitting a Target grant application will be given the opportunity to answer questions from members of the HCC about their application.

The HCC will forward its grant award recommendations to the Board of County Commissioners. The Board of County Commissioners will make all final funding decisions.

### Competitive Evaluation Criteria

*The Natural & Cultural Heritage Task Force Final Report* concluded that grant applications should be evaluated according to the impact the proposed project would have on conserving our county's heritage. Therefore, as outlined in the *Task Force Final Report* and modified by the Board of County Commissioner on October 15, 2014, grants are evaluated by the Heritage Conservation Council based on the following criteria:

**i) Highest Criteria (more heavily weighted in evaluation)**

1. **Conservation and Preservation of Natural and Cultural Resources:** The project provides substantial benefit to the conservation and preservation of natural and cultural resources.
2. **Matching Resources:** Refers to the presence and extent of additional resources dedicated to the project activities (i.e. in-kind contributions, additional grant funding, cash on hand, loans, or volunteer labor).
3. **Sustainability:** Refers to the long-term maintenance of a project. (i.e. What steps will be taken in the future to ensure the preservation of the project?)

**ii) Remaining Criteria** (all of equal importance)

4. **Overall Quality of Application:** Takes into consideration the grant application's completeness, clarity, thoroughness as well as the overall thoughtfulness of the grant

project (i.e. is the budget thorough and reflective of the project activities? Did the applicant fully answer each application question?)

5. **Urgency:** Refers to both the nature and extent of preservation threat.
6. **Community Impact:** Refers to how the project contributes to maintaining or enhancing Douglas County's heritage for public benefit. This may include public educational benefit and/or economic impact, including an emphasis on proposed projects using Douglas County procured materials, supplies, and labor whenever feasible.
7. **Connectivity:** Refers to how strongly the project connects to both physical sites and interpretive stories, as well as demonstrating a collaborative effort between agencies or organizations.
8. **Educational/Interpretative Value:** Refers to opportunities for the public to acquire educational benefit (i.e. Is there evidence of educational programs, exhibits and/or publications?).
9. **Public Access:** Refers to whether the project includes opportunity for the public to experience or have contact with the project, including direct physical (on-site) access or virtual access (films, books or digital media).
   If no public access will be allowed, what is the justification for this project?
10. **Budget:** Refers directly to how reasonable the costs associated with grant project activities outlined in the budget appear. (Do the cost estimates appear valid based on known costs? Are all project costs accounted for?)
11. **Feasibility:** Refers to how realistic the proposed project is and the capacity of the applicant to finish the project. Considerations include the project description, timeframe, projected costs, and having the necessary regulatory approvals or those yet to be secured, such as zoning approvals and land use rights. Is there evidence that the individual or organization has the capacity to accomplish the project? If the project requires expertise the organization does not have, how will that expertise be supplemented?
12. **Designated Structures, Districts and Landscape**: Such listing and designations include National, State or Local Register of Historic Places for structures and districts; landscapes with national or state recognition and designated as conservation areas; wilderness areas; and historic or scenic trails.

## V. TERMS & CONDITIONS

Awarded grant applicants must sign a project agreement with Douglas County. It is recommended that all potential grant applicants read the project agreement prior to submitting a grant application available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx. In some instances, conditions specific to the awarding of particular grant may be added to the project agreement. Grants may be partially funded.

All awarded grant applicants shall submit a final report as outlined in the project agreement. Awarded grants in the amount of $5,000 or more will also submit an interim grant report. Grant recipients of $50,000 or more must submit quarterly progress reports (not tied to reimbursement) for projects with a duration period of more than six months. These report documents are available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx.

An awarded target grant project less than or equal to $5,000 will receive a check from Douglas County for the entire award amount upon full execution of the project agreement. Target grant projects greater than $5,000 and Major grant projects will receive initial payment for 30% of the project work upon full execution of the performance agreement. Remaining grant funds will be distributed based upon receipt and approval by the Heritage Conservation Council of the interim and final reports (see project agreement for details). **All grantees will be required to submit a final report.**

## VI. PROFESSIONAL STANDARDS GUIDELINES FOR APPLICANTS

*If the core of the grant project is historic preservation, the project must be carried out in compliance with the U.S. Secretary of the Interior Standards for such projects and other applicable codes and regulations at the federal, state and local levels. Please see link below.*

Secretary of the Interior Standards for Rehabilitating, Restoring, and Reconstructing Historic Buildings: http://www.nps.gov/hps/tps/standguide/

*Grant projects not focused on historic preservation should follow best practices relevant to the project's particular field. Examples of sources pertaining to best practice standards include:*

Kansas State Historical Society information about the Register of Historic Kansas Places:
http://www.kshs.org/p/national-and-state-registers/14635

Kansas Historical Preservation Officer (SHPO) - Kansas Historical Society
http://www.kshs.org/portal_shpo

National Resources Conservation Service Practice Standards:
http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/alphabetical/ncps

Kansas Farm Service Agency:
http://www.fsa.usda.gov/FSA/stateoffapp?mystate=ks&area=home&subject=landing&topic=landing

USDA Farm Service Agency Conservation Reserve Program Conservation Practices:
http://www.fsa.usda.gov/Internet/FSA_File/appendixb.pdf

Society for American Archaeology Law & Ethics
http://www.saa.org/publicftp/PUBLIC/resources/law_ethics.html

American Association of Museums Best Practices and Code of Ethics:
http://www.aam-us.org/aboutmuseums/standards/stbp.cfm

Oral History Standards: http://www.oralhistory.org/?s=Standards

## VII. GRANT APPLICATION ASSISTANCE

The following assistance is available to applicants:

- The HCC will provide a **Heritage Grant Information Session on Thursday, January 28, 2016** at 4:00 p.m. at the Watkins Museum of History and a second information session at Baker University Library in Baldwin City on Tuesday, February 2, 2016 at 10:00 a.m.

- **Individual appointments must be held with the Heritage Conservation Program Coordinator prior to February 29, 2016 to discuss** potential grant projects and applications.

**HCC Grant Program Contact Information**

For questions about the Natural & Cultural Heritage Grant Program, contact the HCC Program Coordinator, Jan Shupert-Arick, at jshupertarick@douglas-county.com or 785-330-2878.

# Douglas County Natural & Cultural Heritage Grant Program
# 2016 Grant Application

| Application Deadline: Tuesday March 15, 2016 |
|---|
| ☐ **Applications must be postmarked or hand delivered by March 15, 2016**. Hand delivered applications must be received by 5:00 p.m., **March 15, 2015** at the Douglas County Courthouse Heritage Conservation Office. Late applications will not be accepted.<br>☐ **Answer all questions. Do not use smaller than 11 point font**.<br>☐ Signature of the Authorized Official is required if an organization is submitting the grant application.<br>☐ **Submit 1 original signed application, 1 set of original support materials (if applicable) and 7 additional copies of all materials**. Staple or paperclip application materials. Do not include binders, folders and/or plastic sleeves. If possible, submit one electronic copy of the application and support materials.<br>☐ Please refer to grant guidelines for more information about completing this application and requirements for applicants.<br>☐ **Individual appointments must be held with HCC Program Coordinator by February 29, 2016.**<br>☐ Non-profit organizations must have proof of 990 and be in good standing with the IRS and related filings. |

| **1. Project Applicant (Please provide 2 contacts for this application.)** | |
|---|---|
| Applicant Name (and all partners if applicable): | |
| Authorized Official or Officials: | Title: |
| Project Director's Name:: | Title: |
| Official Grant Project Address: | |
| City: | Zip: |
| Project Director's Email: | Project Director's Phone: |

| | |
|---|---|
| Secondary Contact's Name: | Title: |
| | |
| Secondary Contact's Email: | Secondary Contact's Phone: |
| Address: | |
| City: | Zip: |

**2. Project Summary**

a) Type of Grant (Check One)

- ☐ Major Grant ( ≥ $ 90,000 and no more than $124,000)
- ☐ Target Grant ( ≤ $89,999)

b) Project Title:

c) Address of project (include Township):

d) Name of individuals/organizations that own the property:

e) Contact information for those individuals:

f) For organizations with board of directors or other oversight group, attach a complete list of members, including brief resumes, and contact information (email address, street address, and phone number).

f) Project Summary (200 words maximum):

g) Total Project Budget:$_____

h) Amount of Grant Requested: $_____

i) Scope of Project: (Please check all that apply)

☐ Historic Structures

☐ Prairie, woodlands, waterways, habitat restoration/preservation

☐ Agriculture; working farms; heritage farms

☐ Freedom's Frontier themes (Civil War and pre-Civil War heritage; Settlement stories before and after Civil War; Enduring struggle for freedom)

☐ Pre-settlement history

**4. Project Description**

a) Specifically explain the proposed project, including any regulations, guidelines, or best practices that will be followed. What do you plan to do? When? How? Please include separately any supporting materials such as photos, plans, drawings, illustrations, building condition reports, building inspections, and copies of regulatory approvals, if applicable, that are related to the proposed project.

b) Describe the natural and cultural heritage significance of the project, structure, and or property.

c) Please describe the urgency of the project.

d) If applicable, please describe the condition of the property and include photos.

e) Provide an expected timeline for completion of this project.

**4. Community Impact**

a) Describe how the project provides a substantial benefit the conservation of Douglas County's natural and cultural resources.

b) How will this project connect the physical sites and interpretative stories of Douglas County?

c) Please describe the public benefit derived from this project.

i.) Will the project incorporate any educational programs?

☐ Yes ☐ No

Please explain your response above.

ii. ) Will you allow public access to the facility/property?

☐ Yes ☐ No

Please explain your response above.

**5. Project Costs**

a) Provide an estimated budget for this project on the standard budget form that follows on the next page. Include explanatory and clarifying information below the budget form in the space provided. Please include any estimates or bids that have been completed. If the budget presented in this application is a preliminary budget arrived at without firm bids, explain how the cost estimates were determined.

b) How will the project be sustained once the project is completed? For instance, how will on-going maintenance costs be financed?

c) Explain if there are any other resources you intend to use in order to complete this project. This may include other sources of funding, loans, or in-kind contributions.

| 6. Signature(s) | | |
|---|---|---|
| | | |
| Signature | Printed Name | Date |
| | | |
| Signature (if necessary) | Printed Name | Date |
| | | |
| Signature (if necessary) | Printed Name | Date |
| | | |

**Mail or Deliver Original Application Packet and 7 Copies to:**
**Douglas County Heritage Conservation Council**
**Attention: Jan Shupert-Arick**
Douglas County Courthouse, Administrative Services
1100 Massachusetts Street, Third Level Loft Area
Lawrence, KS 66046

**Staff Contact:** For questions about the Natural & Cultural Heritage Grant Program, contact the HCC Program Coordinator, Jan Shupert-Arick at jshupertarick@douglas-county.com or 785-330-2878.

**Douglas County Heritage Conservation Council Website**
**http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx Natural and Cultural**

**2016 Grant Budget Form**

| Budget Categories | Request | Requestor's Contribution | Cash Match | In-Kind Contributions | Total |
|---|---|---|---|---|---|
| Personnel | | | | | |
| Fees and Services | | | | | |
| Estimates/Bids | | | | | |
| Travel Expenses | | | | | |
| Marketing Expenses | | | | | |
| Cost of Materials | | | | | |
| Operating Expenses | | | | | |
| Other | | | | | |
| Total | | | | | |

**Note:** As you write your budget justification, be sure to address the amount of your matching support, its source(s), and how the match reflects community interest in the project. Your budget should correspond with the plan described in your project narrative.

Additional Budget Detail (if needed)

1. Personnel

2. Fees and Services

3. Estimates or Bids

4. Travel

5. Marketing Expenses

6. Materials Expenses

7. Operating Expenses

8. Other (Sustainability)

Douglas County
Information Technology
832-5299
Fax: 832-5180

# MEMORANDUM

To: Board of County Commissioners

From: Jim Lawson, Information Technology Director

CC: Craig Weinaug, Sarah Plinsky

Date: 12/18/2015

Subject: Avaya Phone System Maintenance Contract

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**Background:**

In 2013 Douglas County installed a new Avaya phone system. As part of that purchase we included a 3-year hardware and software maintenance agreement for $22,439 per year from SKC Communication products through an existing State of Kansas cooperative contract. This agreement will expire on 12/31/2015.

It is important for Douglas County to maintain a support contract for our phone system. This contract covers onsite repair of phone system hardware if it fails, hardware and software troubleshooting and allows us to keep the phone system software current. SKC has provided us with a quote for a new 36-month contract to continue our phone system support. The pricing for this contract comes from an existing State of Kansas cooperative contract 05771 that we have access to. The annual price for this support will be $22,858 a year for a period of 3 years. The renewal quote is attached.

I am asking the Commission for approval to accept the quote and enter into a 36-month agreement with SKC that provides both hardware and software support for our Avaya phone system at a cost of $22,858.32 a year. There are funds allocated in the 2016 budget to pay for this maintenance. I will be unable to attend the meeting, but Jackie Waggoner will be there to answer any questions that you have. Thanks for your consideration.

**Recommendation:**

The Board of County Commissioners approves accepting the quote from SKC and enters into a 36-month agreement for hardware and software maintenance for Douglas County's Avaya phone system at an annual cost of $22,858.32.

Jim Lawson

Jim Lawson

I.T Director
Douglas County, KS

# Avaya Maintenance Renewal Quote

**Date of Quote:** 12/15/2015
**Quote #:** 235-42156-82829
**Customer:** Douglas County
***State of Kansas Contract 05771***

**Expiration Date:** 11/30/2015
**Account Executive:** Nick Krueger
**Phone:** (913) 543-7206
**Email:** nick.krueger@skccom.com
**Opportunity #:** 15-11-37777

**Sold To 2702011** **111 E 11th St, Lawrence, KS 66044**

| Part Number | QTY | Description | Current End Date | Renewal Start Date | Renewal End Date | Days | List Price | SKC Price |
|---|---|---|---|---|---|---|---|---|
| **Contract #51032493** | | | | | | | | |
| 238959 | 74 | SA PREF C/D AURATM R6 EE 1-100 N1 3 YR ANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 1,376.40 | $ 1,074.48 |
| 238965 | 74 | UPG ADV AURATM R6 EE 1-100 N1 3 YR ANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 1,287.60 | $ 737.04 |
| | | | | | | | | |
| **Contract #50993779** | | | | | | | | |
| 251372 | 614 | UPG ADV AURATM R6 EE 101-1K 3 YR ANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 10,683.60 | $ 6,115.44 |
| 257043 | 614 | SA PREF AURATM R6 EE 101-1K U1 3 YR ANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 12,746.64 | $ 9,946.80 |
| 230188 | 4 | SA ON-SITE 8X5 CM MED GTWY 3 YR ANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 3,648.00 | $ 2,848.32 |
| 230458 | 1 | SA ON-SITE 8X5 APPL LG SRV 3YRANNUAL | 11/30/2015 | 12/1/2015 | 11/30/2018 | 1095 | $ 2,736.00 | $ 2,136.24 |
| | | | | | | | | |
| **Existing Contracts** | | | | | | | | |
| 230038 | 1 | SA ON-SITE 8X5 CM SM SRV 3 YR ANNUAL | 9/30/2016 | | | | | |
| 230158 | 4 | SA ON-SITE 8X5 CM SM GTWY 3 YR ANNUAL | 9/30/2016 | | | | | |
| 230188 | 1 | SA ON-SITE 8X5 CM MED GTWY 3 YR ANNUAL | 9/30/2016*** | ***Request to extend contract 10 months to 9/30/206 sent to Avaya 11.25.2015 - completion CONFIRMED | | | | |
| | | | | | | | | |
| | | | | | Year 1 annual pymt | | | **$ 22,858.32** |
| | | | | | Year 2 annual pymt | | | **$ 22,858.32** |
| | | | | | Year 3 annual pymt | | | **$ 22,858.32** |
| | | | | | **CONTRACT TOTAL:** | | | **$ 68,574.96** |

Please Note:

- The pricing on this quote was generated using preliminary data from Avaya's current price list and is subject to change.

WE DESIGN, BUILD & MANAGE TECHNOLOGY FOR BUSINESS COLLABORATION.
Contact the SKC Communication Experts: (800) 882-7779, contact.us@skccom.com

SKC Communication Products, LLC • 8320 Hedge Lane Terrace • Shawnee Mission, KS 66227 • 800.882.7779 • Fax 800.454.4752 • www.skccom.com

# DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

**Sarah Plinsky**

Assistant County Administrator

---

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

FROM: Jamie Shew, County Clerk
Paula Gilchrist, County Treasurer
Sarah Plinsky, Asst. County Administrator

SUBJECT: Consider waiving the purchasing policy and extending the contract with Allen, Gibbs and Houlik for the 2015 and 2016 Audit.

DATE: December 18, 2015

In 2009, Douglas County solicited Requests for Proposals for Audit Services. In 2010, the County conducted an informal solicitation with firms that had responded the previous year as well as additional firms that served as auditors for comparable counties in Kansas. Allen, Gibbs and Houlik (AGH) was selected as a part of that process for auditing services with an option to extend for five years. Our audits include financial statements for Douglas County Extension Council, Lawrence/Douglas Health Department, Douglas County Free Fair, and Bert Nash Community Health Center.

The original contract extensions expired with the 2014 Audit. The County is preparing for the 2015 Audit which will be the first year for preparing financial statements in the new financial system. Because Douglas County went live with SunGard in June of 2015, some of the some back up material is in the "old" financial system, GEMS. The process of generating new reports for financial statements, as well as implementing new processes and procedures for audit controls, is challenging while in the middle of implementing Phase II (Payroll/Human Resources). The ability retain the County's existing auditor would be a key advantage to staff. AGH is familiar with Douglas County and has served as a resource throughout the SunGard transition. The pricing structure proposed by AGH is the original cost structure with only inflationary cost increases.

**SUGGESTED ACTION:** The Board of County Commissioners waives the formal bidding process and approves a contract for $86,035 for audit services for the 2015 and 2016 Audits.

AGH
CPAs & ADVISORS

December 8, 2015

Board of Commissioners
Douglas County, Kansas
1100 Massachusetts St.
Lawrence, KS 66044

Attention Commissioners:

## THE OBJECTIVE AND SCOPE OF THE AUDIT OF THE FINANCIAL STATEMENTS

You have requested that we audit the special purpose financial statements of Douglas County, Kansas (the County"), as of and for the year ended December 31, 2015. We will also report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

It is our understanding that management and the governing body have taken appropriate action through the adoption of a resolution pursuant to K.S.A. 75-1120a(c) to waive the statutory requirement to prepare its annual financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP), and have elected to prepare the financial statements (special purpose financial statements) in accordance with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas (Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.) as regulated by the State in the Kansas Municipal Accounting and Audit Guide (KMAAG regulatory basis).

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

## REPORTING

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the board of commissioners of the County. We will evaluate whether the special purpose financial statements achieve fair presentation with regards to the KMAAG regulatory basis framework and forming the appropriate opinion on the special purpose financial statements taken as a whole. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Because the special purpose financial statements are intended for general use, we will also express an opinion as to the fair presentation of the financial statements in accordance with GAAP, in addition to expressing an opinion about whether the financial statements are prepared in accordance with the KMAAG regulatory basis framework.

We will also perform the audit of the County as of December 31, 2015 so as to satisfy the audit requirements imposed by Subpart F of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In addition to our report(s) on the County's financial statements, we will also issue the following reports or types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ending December 31, 2015.

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

- Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements, and any noncompliance which could have a material effect, as defined by Subpart F, on each major program.

- A schedule of findings and questioned costs.

We will also prepare the County's Data Collection form for submission to the Federal Audit Clearinghouse, which the County will be required to file. You acknowledge that you have the final responsibility for the Data Collection Form and, therefore, you should review it carefully before you sign and file it.

**RESPONSIBILITIES OF THE AUDITOR AND MANAGEMENT, SPECIFIC TO KMAAG**

In addition to the responsibilities outlined in the attached Attest Services Conditions and Limitations, the auditor and management have the following responsibilities as it pertains to preparation of the financial statements in accordance with KMAAG.

Management understands and acknowledges the following with regards to these special purpose financial statements:

- The special purpose financial statements are intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statements that are appropriate to the KMAAG regulatory basis framework, including:
    - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP
    - Informative disclosures similar to those required by GAAP for items contained in the special purpose financial statements that are the same as, or similar to, those in financial statements prepared in accordance with GAAP
    - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the special purpose financial statements

Additionally, the auditor is responsible for evaluating whether the special purpose financial statements are suitably titled, adequately refer to or describe the KMAAG regulatory basis framework, include a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described under management's responsibilities above.

## PROFESSIONAL FEES

Our charges for professional services will be $86,035 including out of pocket expenses. See additional terms of our fee arrangement in our proposal dated January 21, 2011.

We will make monthly billings of charges incurred to date with a final billing on completion of the work. Invoices not paid within 30 days will be charged a service fee of 1½% per month.

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

## CONDITIONS AND LIMITATIONS

To assist you in understanding the scope of our services and other matters related to the completion of these attest services, we have attached a copy of the "*Allen, Gibbs & Houlik, L.C. Attest Services Conditions and Limitations*". Our attest services are expressly subject to these conditions and limitations, and by signing below and by signing the standard management representation letter, you will be agreeing to them.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the preparation of the financial statements themselves and related trial balance adjustments. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States *GAS* require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The County has agreed that Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinksy, Assistant County Administrator, possess suitable skill, knowledge, or experience and that these individuals understand the services for preparation of the financial statements to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinksy, Assistant County Administrator, senior members of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinksy, Assistant County Administrator, will assume all management responsibilities for subject matter and scope of the preparation of the financial statements and related trial balance adjustments.
3. The County will evaluate the adequacy and results of the services performed.
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management (and those charged with governance) of the County of the objectives of the non-audit service, the services to be performed,

the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

The terms and conditions set forth in our proposal dated January 21, 2011 and our contractual Agreement dated March 16, 2011, supplement the understanding of the arrangements for services described in this letter.

In accordance with "Government Auditing Standards," a copy of our most recent peer review report has been provided to you, for your information.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.

Shelly L. Hammond
Senior Vice President, Assurance Services

SLH:llm

Enclosure

**Acceptance**: Your signature below confirms your acceptance of the preceding information and your receipt and acceptance of the "*Allen, Gibbs & Houlik, L.C. Attest Services Conditions and Limitations*".

Signature Date

## Attest Services Conditions and Limitations

In the course of providing attest services, Allen, Gibbs & Houlik, L. C. (AGH) applies customary practices intended to fulfill our professional responsibilities in a cost effective manner. This document defines our professional responsibilities and the standards that we employ in providing you with our attest services. We find that by more clearly defining our professional service responsibilities, and your responsibilities as a client of AGH, we can prevent any uncertainties in providing our attest services. By signing the "Understanding of Engagement", you are agreeing to the conditions and limitations described below.

**The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the audit requirements contained in Subpart F of 2 CFR Part 200, *Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards,* OMB's Compliance Supplement for 2 CFR Part 200 Appendix XI, and the *Kansas Municipal Audit and Accounting Guide.* Those standards, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the board of commissioners *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and *(b)* any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our report(s) on internal control will include any significant deficiencies or material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report(s) on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The funds that you have told us are maintained by the Government and that are to be included as part of our audit are the same as those included in the previous year's audited financial statements.

The component unit whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here.

Douglas County Extension Council
Lawrence/Douglas Health Department
Douglas County Free Fair

**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed by the State of Kansas to demonstrate compliance with cash basis and budget laws of the State of Kansas, which practices differ from accounting principles generally accepted in the United States of America;

b. For the preparation and fair presentation of the schedule of expenditures of federal awards;

c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

d. For establishing and maintaining effective internal control over financial reporting and for informing us of all

significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud and abuse, and for informing us about all known or suspected fraud or abuse affective the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators or others;

f. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on auditing findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, and (c) report distribution including submitting the reporting packages(s);

g. To provide us with:

(1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
(2) Additional information that we may request from management for the purpose of the audit; and
(3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
(4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
(5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with accounting practices prescribed by the State of Kansas. Management agrees to include the auditors' report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The board of commissioners is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Government agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Government agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

*Allen, Gibbs & Houlik, L.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Allen, Gibbs & Houlik, L.C. also has not performed any procedures relating to this [official statement] [memorandum].*

You have informed us that you desire us to issue a report on the special purpose financial statements of the county as of and for the year ended 2015 conforming only to the requirements of auditing standards generally accepted in the United States of America (for example, for use in an official statement). This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with Government Auditing Standards.

**Other Terms and Conditions**

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

If circumstances arise relating to the conditions of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material

misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets or noncompliance which, in our professional judgment prevent us from completing the audit, or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

The working papers for this engagement are the property of AGH, and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least five years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of AGH audit personnel and at a location designated by our firm.

In determining our fees, the factors having a direct impact on our time and billings include the timely closing and overall condition of the accounting records and the extent to which we must compile information or make bookkeeping adjustments to your records to conform to appropriate accounting rules. In that regard, we have furnished your personnel with a listing of the routine accounting records and schedules we normally need in connection with our services. In order to keep our charges to a minimum, we suggest that your personnel provide us with these records, schedules and other assistance from time to time by compiling necessary information and locating supporting documents. This assistance enables us to spend a minimum amount of time performing routine accounting or clerical tasks and thus concentrate more strictly on audit services. If delays in the timing of our receipt of these records, incompleteness or errors cause us to spend extra time to complete the above services, this will result in increased fees. We will, of course, make every effort to minimize any unnecessary disruption of your staff's schedule.

In the event we are requested or authorized by the Government or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel or the personnel of AGH as witnesses with respect to our engagements for the Government, the Government will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

If you intend to publish or otherwise reproduce the financial statements and/or make reference to us or our audit in a document other than an official statement, you agree to provide us with the printer's proofs or a master for our review and consent before reproduction and/or release occurs. You also agree to provide us with a copy of the final reproduced material for our consent before it is distributed or released. Our fees for any additional services that may be required under our quality assurance system as a result of the above will be established with you at the time such services are determined to be necessary. In the event our auditor/client relationship has been terminated when the Government seeks such consent, we will be under no obligation to grant such consent or approval.

It is understood that an audit, and any other services, provided by AGH necessarily rely, to some extent, on information provided by the Government, including management representations, as well as other information and documents. Accordingly, the Government hereby indemnifies AGH and its owners and employees, and holds them harmless from all claims, liabilities, losses, or costs in connection with any services provided by AGH that are in any way related to circumstances where there has been a knowing misrepresentation by a member of the Government's management which has caused, in any respect, AGH's breach of contract or negligence. This indemnification shall survive any terminations under this letter.

Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. Since our professional standards require that we perform certain additional procedures on current and previous years engagements whenever a shareholder or professional employee leaves the firm and is subsequently employed by or associated with a client, you agree to compensate AGH for any additional costs incurred as a result of the Government's employment of a shareholder or professional employee of AGH.

We agree that any dispute arising out of, or relating to, this agreement or an interpretation of this agreement that we are not able to resolve ourselves shall be submitted to mediation under the American Arbitration Association Rules for Professional Accounting and Related Services Disputes before resorting to arbitration, litigation or some other dispute resolution procedure.

Costs and expenses of the mediation shall be borne equally by each of us. Mediation shall take place within two weeks after notification by the aggrieved party of a request for mediation unless extended by the mediator, and shall not be subject to pre-hearing discover except as specifically authorized by the mediator. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as he, she, or it deems advisable under law or equity. In the event any party takes such legal action without first submitting the issue(s) to mediation as required by this clause, that party shall pay the legal expenses of the responding party plus all court costs incurred by said action.

It is agreed by the Government and AGH or any successors in interest that no claim, by or on behalf of either party, arising out of services rendered pursuant to this agreement shall be asserted more than two years after the date of the last audit report issued or one year after the date of termination of AGH's services, whichever date occurs first.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession. We shall maintain the audit working papers for a period of five years after the date of the audit report or after the termination of service.

The financial statements and our report on them are not to be modified in any manner. The final version supersedes all prior drafts. Any preliminary draft version of the financial statements previously provided to you in an electronic format should be deleted from your computer, and all printed copies of any superseded preliminary draft versions should likewise be destroyed.

This agreement also sets forth the terms and conditions agreed to by AGH and the Government for the transmittal of data through the Internet into or from AGH's e-mail system. Internet data transfers are susceptible to security breaches. You agree that AGH shall not have any liability for lost data, unauthorized access to records, data or files, destruction of records, data or files, viruses, delays or failure of performance or suitability. You agree that data transmitted by the Government to AGH will not include a) any employee personal information such as social security numbers or dates of birth, or b) bank or investment account identification numbers. You agree to hold harmless AGH, its shareholders, agents or employees from any damages or expenses arising out of or resulting from any use of AGH's e-mail system, whether or not authorized. AGH agrees that it will provide reasonable alternatives that are more secure than e-mail for the transmittal of data, upon request.

AGH acknowledges that it has access to nonpublic information of the Government and its consumers and such information constitutes valuable and proprietary assets of the Government. AGH also acknowledges that the Government has a responsibility to its own consumers and employees to keep records and information confidential and proprietary. AGH agrees that it shall maintain confidentiality of any nonpublic personal information about consumers the Government obtained by AGH in the course of its performing services for the Government.

From time to time, and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

**Other Services**

It is understood that, from time to time, Allen, Gibbs & Houlik, L.C. (AGH) may provide other services that are not contemplated hereby or are not otherwise encompassed in this understanding of arrangements for services. Such other services may be the subject of a separate letter addressing the arrangements for those services. However, in some cases, such other services may not be specifically addressed by a separate arrangement letter. In the event that AGH provides other services not encompassed by this arrangement letter, or another arrangement letter, engagement letter, or contract, it is understood and agreed that any such services will be expressly subject to then current *"Allen, Gibbs & Houlik, L.C. Other Services Conditions and Limitations"*, in effect when the services is provided, which are located at www.aghlc.com/otherservices/terms. You may contact AGH to request a printed copy. It is further agreed that any services provided by AGH prior to the date of this letter, and not subject to a written arrangement letter, engagement letter, or similar contractual arrangement, shall be subject to this "Other Services" provision, in this arrangement letter, and the referenced Other Services Conditions and Limitations as of that date.

arnett
foster
toothman pllc
CPAs & Advisors

**SYSTEM REVIEW REPORT**

October 31, 2013

To the Shareholders and Officers of
Allen, Gibbs & Houlik, L.C.
and the Peer Review Committee of the Kansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C., in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Allen, Gibbs & Houlik, L.C. has received a peer review rating of *pass*.

**ARNETT FOSTER TOOTHMAN PLLC**

Arnett Foster Toothman PLLC

101 Washington Street East | P.O. Box 2629
Charleston, WV 25329
304.346.0441 | 800.642.3601

# Memorandum
# City of Lawrence
# Planning Department

TO: Board of County Commissioners
FROM: Mary Miller
DATE: December 22, 2015
RE: Use of Hamm Quarry, CUP-6-3-71, for disposal of McCollum Hall Rubble

**Background**
McCollum Hall was demolished as part of the University of Kansas masterplan to provide area for an additional parking lot.

Debris was removed from McCollum Hall prior to the implosion on November 25, 2015 so the remaining material consists of masonry and cement which is considered clean rubble. The contractor noted that much of the rubble will be used to fill in the footprint of McCollum Hall, but the remainder (about 10,000 cu yards) will need to be moved off-site.

The rubble is planned to be moved to the Hamm Quarry in north Douglas County, which is southeast of the Douglas/Jefferson County Landfill. The quarry will utilize the rubble in their reclamation.

The Planning Commission recommended approval of a Conditional Use Permit, CUP-6-3-71, for the quarry on July 28, 1971 and forwarded the application to the Board of County Commissioners. The Board approved the CUP on August 4, 1971. The Zoning and Codes Office issued the permit for the Conditional Use, Permit No. 726, On August 6, 1971. No conditions, restrictions of use, or expiration date were applied to the Conditional Use Permit.

**Rubble**
The material to be hauled is an aggregate material which consists of concrete and masonry ground to 3 in. diameter or less at the McCollum site and transported to the Quarry site.

The debris is considered clean rubble, containing only concrete and masonry. KDHE indicated they could inspect the materials on-site to confirm that it meets the definition of 'clean rubble'

The material will be trucked as it is processed (ground), so truck traffic will occur as needed. The contractor estimated between 300 and 500 trucks (semi-trucks with barrel trailers.)

The transport of rubble would occur up to mid-February, per their contract with KU.

**Use**
Charlie Sedlock with Hamm Quarry indicated that they would use the rubble to assist in their reclamation activities at the Quarry in northern Douglas County. (Figure 1) He indicated that he has visited the site and found the materials acceptable for use in reclamation.

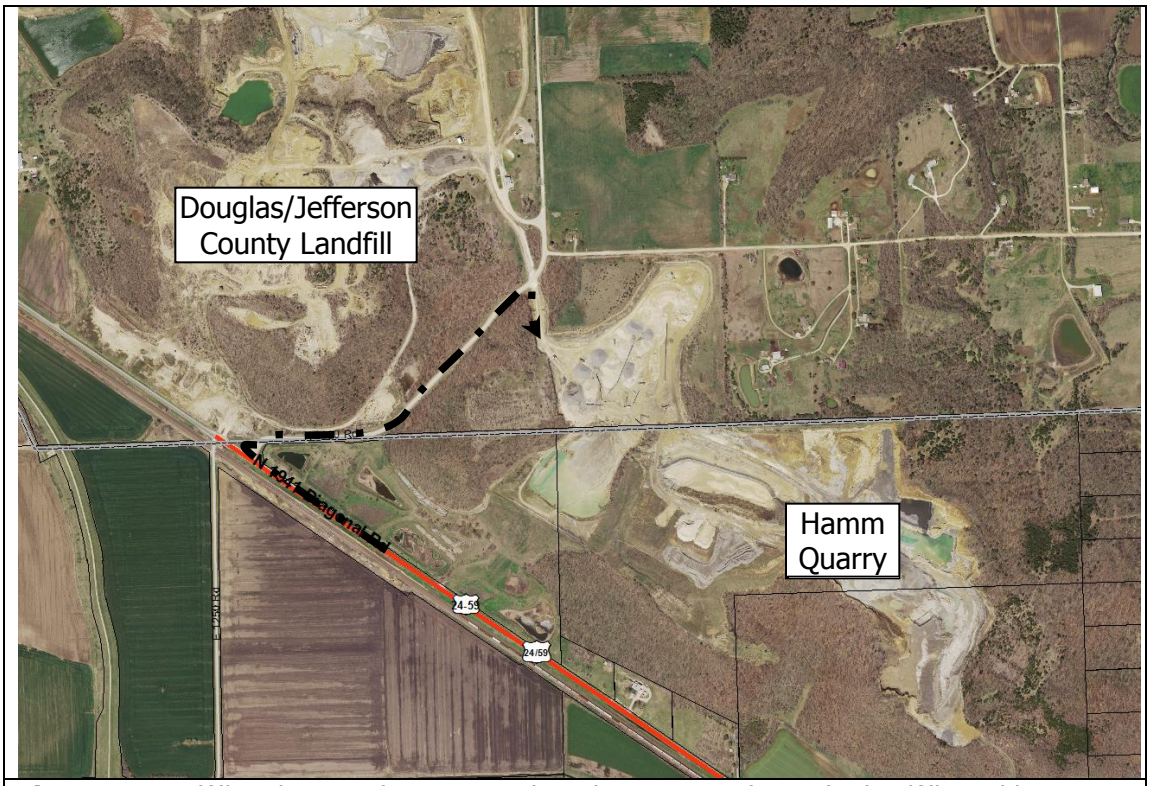



**Figure 1.** Landfill and quarry locations and truck route. Trucks to the landfill would continue on north, while those to the quarry will turn as shown.

**Staff review**

If the materials meet the criteria for Clean Rubble, their addition to Hamm Quarry should be beneficial in their reclamation program. KDHE indicated they would visit the site on Tuesday, December 22, 2015 to inspect the material. The results of their inspection should be available at Wednesday's County Commission meeting. The trucks would take the same route as they would take if the materials were to be hauled to the landfill so there would be no additional impact from traffic.

Scott Carlson, State Conservation/Land Reclamation Program Manager, indicated that the materials would be acceptable for reclamation provided they meet the definition of 'clean rubble fill'.

In staff's opinion, using the McCollum Hall rubble from the demolition to assist in the Hamm Quarry reclamation activities will have no negative impacts on the nearby properties, will have a positive impact on the Hamm Quarry property, and is in compliance with the Conditional Use Permit for this quarry.

- The rubble will be transported to the Hamm Quarry adjacent to the Douglas /Jefferson County Landfill and used as part of their reclamation provided KDHE determines the material is suitable for this use.

**DOUGLAS COUNTY PUBLIC WORKS**
3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : December 18, 2015

Re : Consider approval of engineering services agreement
Realignment of Hamm Landfill Access Road
Project No. 2015-18

This department solicited proposals to provide engineering design services for Project No. 2015-18, the realignment of the Hamm Landfill access road (N 2100 Road). We received proposals from three firms. A selection committee comprised of Bill Noll, Jefferson County Road & Bridge Director, Chad Voigt, and I selected BG Consultants as the top ranked firm. We have interviewed BG Consultants and are satisfied with their qualifications and proposed project approach. We have negotiated a not-to-exceed cost of $47,931.28 for these services.

The purpose of the project is to improve safety for trucks and the public utilizing the Hamm Landfill. The project will move the intersection of the landfill access road with US-24/59 highway approximately 650 feet east and provide a straight alignment for the access road by removing two horizontal curves. The project will also provide for a westbound right-turn lane on US-24/59 highway. All costs for the project will be paid by Jefferson County from the Landfill Road Maintenance Fund using proceeds from the $0.15/ton surcharge on waste delivered to the landfill.

The need for an eastbound left-turn lane on US-24/59 highway will be explored as part of this agreement for engineering services. If it is determined that an eastbound left-turn lane is warranted, then we would seek funding for construction from KDOT. The scope of services for this engineering agreement would then require amending to include design of the eastbound left-turn lane improvements. There would be additional engineering fees for design of the eastbound left-turn lane.

The Purchasing Policy (Section 3.5.C.2.) requires authorization from the BoCC to negotiate a final contract and fee for engineering services. In the interest of timely completion of plans to allow construction in 2016, we request the BoCC waive this requirement, and consider approval of the attached agreement for engineering services.

Action Required: Waive purchasing policy requirements and consider approval of an engineering services agreement with BG Consultants, Inc. for Project No. 2015-18, the realignment of the Hamm Landfill access road (N 2100 Road).

# ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and **BG Consultants, Inc.** ("Engineer"), as of the _____ day of _____ 20____ (the "Effective Date").

## RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the design of certain road(s) and/or bridge(s) in Douglas County, Kansas, in connection with Douglas County Project No. 2015-18, Improvements to the Jefferson County – Douglas County Landfill Access Road, located at the intersection of N 2100 Road and US 24-59 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

## TERMS OF AGREEMENT

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

## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## II. COMPENSATION

Engineer's compensation and related matters are as follows:

### A. MAXIMUM TOTAL FEE AND EXPENSE

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Estimate of Engineering Fee (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed $ **47,931.28** ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before **March 1, 2017** . Engineer's fees and expenses shall not exceed the amounts for each phase as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

### B. HOURLY RATE

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

### C. REIMBURSABLE EXPENSES

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer's actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in

writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

### D. SALES TAX EXCLUDED

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

### E. BILLING

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

### F. COUNTY'S RIGHT TO WITHOLD PAYMENT

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

### G. PROGRESS REPORTS WITH PAY APPLICATIONS

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

### H. CHANGES IN SCOPE

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

## I. ADDITIONAL SERVICES

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

## III. RESPONSIBILITIES OF ENGINEER

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein. Such services shall include the following services during the following Project phases:

### A. PRELIMINARY DESIGN PHASE

Engineer shall do the following during the preliminary design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.

2. Preliminary Design Documents: Engineer shall furnish County with 3 copies of the preliminary design documents for review as set out in Exhibit A.

3. Probable Cost: Engineer shall furnish County an opinion of probable Project cost based on Engineer's experience and qualifications. If the probable cost exceeds the amount budgeted for the Project, County may terminate this Agreement at the completion of this phase. If directed by County, Engineer shall modify the drawings and specifications as necessary to achieve compliance with the budgeted construction cost, and be compensated as Additional Services.

### B. FINAL DESIGN PHASE

Engineer shall do the following during the final design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.

2. Final Design Documents: Engineer shall furnish County with raster files and hard copies of the final plans in an accepted format as specified in Exhibit A. The raster files, as well as the hard copies, shall contain all required signatures from County and the signature and seal of the design engineer.

3. Contract Documents: County standard Contract Documents shall be used and Engineer shall furnish all details and specifications that are unique for the Project.

## C. BIDDING PHASE

Engineer shall do the following during the bidding phase:

1. Services: Engineer shall provide the Services during this phase as described in Exhibit A.

2. Bids Exceeding Cost Estimate: If bids exceed the estimated probable Project cost, County may discuss with Engineer and the lowest responsible bidder ways to reduce the cost, and Engineer shall provide suggestions for reducing the Project costs. This discussion will be accomplished at no additional cost to County.

## D. CONSTRUCTION PHASE

Engineer shall do the following during the construction phase:

1. Services: Provide the Services during this phase as described in Exhibit A.

2. Administration: County will provide in-house administration of the construction contract; however, Engineer shall consult with and advise County and act as County's representative when requested. If County requests, Engineer shall provide contract for construction administration and observation services as Additional Services.

3. Contract Interpretation: When requested by County, Engineer shall visit the site and issue necessary interpretations and clarifications of the Contract Documents. Engineer shall provide such services at no additional cost to County.

4. Additional Drawings: If, during construction, situations arise which require additional drawings or details, or revision of the plan drawings or details, Engineer agrees to provide such additional drawings or revisions at no additional cost to County when such changes are required to correct Engineer's errors or omissions in the original design and preparation of construction drawings. If additional drawings or details are required through no fault of Engineer, or are beyond its control, both parties agree to negotiate an equitable payment to Engineer for its services rendered, which shall be accomplished through a supplemental agreement.

5. Shop Drawings: Engineer shall review and take appropriate action on each contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the limited purposes of checking for compliance with the design concept and information shown in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques, quantities, fabrication processes, procedures of construction, coordination of the work with other trades, or to safety

precautions and programs incident thereto, all of which are the sole responsibility of the contractor, unless an obvious defect or deficiency exists, in which case Engineer shall advise County of such defect or deficiency so the same can be prevented.

## E. GENERAL DUTIES AND RESPONSIBILITIES

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: **Jason Hoskinson, P.E.** ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.

2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.

3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.

4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.

6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.

7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining

whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.

8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.

9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

## IV. RESPONSIBILITIES OF COUNTY

### A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.

2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.

3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.

4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.

5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.

6. Bond Forms: County shall furnish all bond forms required for the Project.

7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.

8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

## V. PROJECT SCHEDULE

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

## VI. SUSPENSION OR TERMINATION OF THE CONTRACT

### A. SUSPENSION BY ENGINEER

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

### B. TERMINATION BY ENGINEER

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

### C. TERMINATION BY COUNTY FOR CAUSE

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

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

If the Engineer for any reason is not allowed to complete all the Services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness of constructability of the construction documents prepared by the Engineer if changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by the law, to waive and release the Engineer, its officers, directors, employees, and subconsultants from any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from such change or completion by any other party of any construction documents prepared by the Engineer.

### D. SUSPENSION BY COUNTY FOR CONVENIENCE

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

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

### E. TERMINATION BY COUNTY FOR CONVENIENCE

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

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

## VII. GENERAL PROVISIONS

### A. DISPUTE RESOLUTION

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

### B. OWNERSHIP OF ENGINEERING DOCUMENTS

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

## C. INSURANCE

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

1. Professional Liability: Professional Liability Insurance in an amount not less than $1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.

2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, and contractual liability,

3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.

4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

| | | |
|---|---|---|
| Bodily Injury by Accident | $100,000 | (each accident) |
| Bodily Injury by Disease | $500,000 | (policy limit) |
| Bodily Injury by Disease | $100,000 | (each employee) |

5. Automobile Insurance: Automobile Liability Insurance in an amount not less than $1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:

   a) Cover all subconsultants in its insurance policies; or

b) Require each subconsultants not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.

7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.

8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:

   a) Is licensed to do business in the State of Kansas;
   b) Carries a Best's Policyholder rating of A or better; and
   c) Carries at least a Class X financial rating.

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

## D. INDEMNITY

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

## E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS

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

## F. APPLICABLE LAW

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

## G. ASSIGNMENT OF AGREEMENT

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

## H. NO THIRD PARTY BENEFICIARIES

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

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

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

## J. COVENANT AGAINST CONTINGENT FEES

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

## K. COMPLIANCE WITH LAWS

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

## L. NOTICES

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

Engineer: David Hamby, P.E.
BG Consultants, Inc.
1405 Wakarusa Drive
Lawrence, KS 66049

County: Keith A. Browning, P.E.
Douglas County Public Works
3755 E. 25th Street
Lawrence, KS 66046

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

**M. TITLES AND SUBHEADINGS**

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

**N. SEVERABILITY CLAUSE**

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

**O. NON-DISCRIMINATION**

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

**P. WAIVER**

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

**Q. SUCCESSORS AND ASSIGNS**

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

**R. RELATIONSHIP OF PARTIES**

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

**S. AUTHORITY TO SIGN**

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

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

**ENGINEER:**

BG Consultants, Inc.

By: _____
Engineer's Authorized Signatory

David Hamby, P.E. _____,
Printed Name

_____
Title

**COUNTY:**

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

By:
FOR INFORMATION ONLY

_____
James E. Flory
Title: Chair

ATTEST: _____
FOR INFORMATION ONLY

_____
Douglas County, Clerk

Exhibits:

A. Scope of Services
B. Fee Schedule
C. Form of Progress Reports
D. Project Schedule

# Douglas County Project No. 2015-18
# Improvements to JF/DG Landfill Access Road
# EXHIBIT A
# SCOPE OF SERVICES

## I. PROJECT OVERVIEW

The Engineer shall design and prepare construction documents for reconstruction of a portion of the Jefferson County – Douglas County Landfill Access Road. The Project is located at the intersection of N 2100 Road and US 24-59, in the northeast quarter of Section 02, Township 12 South, Range 19 East.

The Project will improve the safety of the existing access road by realigning the horizontal curves on N 2100 Road. The design will relocate the US 24-59/N 2100 Rd intersection approximately 650 feet to the southeast, realign approximately 800 feet of N 2100 Road, and add a westbound right turn lane on US 24-59.

These improvements will be funded with Landfill Road Maintenance Funds held by Jefferson County. Jefferson County will review and provide feedback on the Project design. Douglas County will administer the Project which is scheduled to bid prior to May 2016.

The Engineer shall evaluate the warrants, preliminary design and cost of an eastbound left turn lane on US 24-59 at the N 2100 Rd intersection. The Engineer and County will discuss the completed evaluation with KDOT to determine potential funding assistance. If adequate funding is available, this Scope will be amended to include the design and preparation of construction documents for the eastbound left turn lane.

The Engineer shall also evaluate and summarize the impact of the Project on the current stormwater plan for the landfill. The proposed road alignment is located over abandoned waste lagoons which have been identified as future detention storage sites for the landfill. The Engineer shall provide an updated concept plan showing the detention basins reconfigured around the relocated road.

The design guidelines and standards for this Project are listed in Section 5.2 of the KDOT, Bureau of Local Projects, Local Public Authority (LPA) Project Development Manual, December 2014 Edition. All work within the right-of-way of US 24-59 will require approval from KDOT prior to delivery of final construction documents.

## II. PRELIMINARY DESIGN PHASE (Field Check)

The Engineer shall complete the tasks below to identify cost-effective options for the design concept.

1. Meet with County staff to obtain background information and identify specific concerns. The County will provide Project budget information.

2. Perform design and cadastral surveys as required to prepare plan and profile sheets. Provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the Project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of pertinent PLSS corners (including quarter and sixteenth corners) pertaining to the Project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions.

3. Obtain information from utility companies who have overhead or underground facilities within the Project limits. Request field locates for all utilities present and verify that the applicable utility companies have located their facilities within the Project limits. Include utility locations in the field survey data and show the horizontal location on construction plans.

4. Obtain ownership and easement information on all properties adjacent to the Project site. Obtain copies of ownership maps and recorded plats from the County.

5. Provide a geological and geotechnical investigation (minimum 2 borings, 5' core into rock), to determine requirements for compaction of fill, subgrade preparation, and pavement structure. Provide a written report summarizing information found and make recommendations for the Project.

6. Prepare a preliminary plan and profile alignment of the relocated road section and intersection with US 24-59. Prepare a preliminary typical section and verify that roadway design standards are met. Prepare an estimate of the anticipated construction cost for the relocated roadway and intersection.

7. Obtain traffic count and accident data from the County and KDOT. Evaluate the need for an eastbound left turn lane on US 24-59 at the N 2100 Road intersection. Prepare preliminary concept plan sheets of the proposed left turn lane. Prepare a preliminary estimate of the anticipated construction cost for providing an eastbound left turn lane. If directed by the County, discuss with KDOT any funding options for constructing an eastbound left turn lane.

8. Review the current stormwater plan for the landfill and evaluate the impact of the proposed road alignment on future detention basins. Prepare a concept plan showing the realigned roadway and redesigned detention basins required to achieve the standard outlined in the current stormwater plan. The current plan was completed by Blackstone Environmental, under contract to Hamm LandFill.

9. Submit a Preliminary Design Report, summarizing the design concept, geotechnical findings, utility conflicts, turn lane evaluations, construction cost estimates and recommendations. The County's concurrence in the selection of the design concept will be contingent on the accuracy and completeness of the background information provided by Engineer.

10. Once the design concept has been selected, prepare Field Check plans in sufficient detail for the County to review. These documents shall include horizontal and vertical alignments, drainage design data, and preliminary right-of-way and easement acquisition recommendations.

11. Field Check plans must meet the following requirements:

    a) Prepare the base drawing to show existing structures, roadways, topography, contours, utility locations, property lines, easements, right-of-way lines, landowner names, section lines and property improvements. Include the base drawing in all plan views shown in the construction drawings.

    b) Provide construction plan and profile views of the Project in sufficient detail to identify conflicts and estimate construction quantities.

    c) The Field Check plans shall include proposed easement and right-of-way limits, limits of construction, and other critical design items.

    d) Plan views shall be drawn at a scale of 1 inch = 20 feet, or other appropriate scale agreed to by the County. Profile views shall be drawn at a scale of 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical, or other appropriate scale agreed to by the County. All drawings must be prepared on 24"x36" sheets in general conformance with KDOT standards.

12. Verify, furnish, and record any legal land corners necessary for legal descriptions used in easement documents, and tie the approved centerline or corner to established land corners.

13. Prepare a Field Check estimate of probable construction cost for the Project.

14. Submit one full size set of the Field Check plans and the estimate of probable construction cost for County review. Also provide a digital file of the complete plans in pdf format. Allow two weeks for County review

15. Submit plans to County for KDOT review of proposed work within US-24/59 right-of-way. Provide any information required by KDOT for a permit application to construct within highway right-of-way. Complete a KDOT permit application for submittal by County.

16. Once the Field Check plans have been reviewed by County staff, the Engineer shall arrange a Field Check meeting with County staff to discuss all review comments. All review comments made by County staff shall be discussed and addressed. Changes to the plans required by these comments shall be considered part of this scope of services and shall not be a basis for additional design fees unless the original Project scope is changed.

17. If the Project is over budget, a determination of design alternatives will be required. The Contract may be terminated if additional funds are not available or if project modifications cannot be made.

## III. FINAL DESIGN PHASE (Office Check)

The Engineer shall complete the tasks below to implement the design concept, obtain necessary permits and complete Office Check plans for review.

1. Update the Project plans to incorporate Field Check review comments provided by the County. Work with County staff to resolve specific design issues related to those comments. Provide individual plan sheets as needed to discuss specific revisions. Obtain concurrence from the County on those revisions prior to development of Office Check plans.

2. Identify all conflicts with existing utilities within the project limits. Contact each utility company to discuss the requirements for relocation and verify that all conflicts can be resolved within the proposed Project schedule. Provide a summary of this correspondence.

3. Contact each of the following agencies to obtain a determination of permit requirements for the Project, and provide the County with written responses from each agency:

   a) U.S. Army Corps of Engineers
   b) Kansas Department of Agriculture, Division of Water Resources
   c) Kansas Department of Health and Environment
   d) Kansas Department of Wildlife, Parks and Tourism
   e) Kansas State Historical Society

4. Prepare applications, exhibits, drawings, and specifications necessary to obtain all required permits. Permit applications shall be prepared for the County's execution and submittal. The County will submit permit applications and pay permit fees. Assist the County in obtaining permit approvals by furnishing additional information as required. If necessary, provide for inclusion in the specifications, a list of the permits which must be obtained by the construction contractor. Revise the construction plans as needed to address changes resulting from review and approval of required permits.

5. After all permit applications are completed, submit pdf copies of the current Project plans for use in landowner discussions.

6. Provide original letter size (or 11"x17") exhibits and legal boundary descriptions of each property required for right-of-way or easement acquisition. Boundary descriptions shall be sealed by the land surveyor in responsible charge. Also provide these documents in pdf format.

7. Provide a drawing in AutoCAD file format of all easement or right-of-way acquisitions required for the Project, with ties to section corners, existing property lines and existing right-of-way.

8. Revise the construction plans and the right-of-way and easement acquisition documentation as needed to address changes resulting from negotiations with the property owners. Provide updated copies to the County as needed.

9. Prepare the Office Check plans for review by the County. Office Check plans must meet the following requirements:

   a) Inlcude a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. Obtain the County's approval of the traffic control plan prior to inclusion in the Office Check plans.

   b) Include a detailed stormwater pollution prevention plan (SWPPP) as required by the State.

   c) Provide detail drawings in the plans for all structures or improvements not covered by KDOT standard detail sheets or detail sheets provided by the supplier.

   d) At a minimum, the Office Check plans shall include the following:

      1) Title Sheet
      2) Typical Sections
      3) Plan Sheets
      4) Profile Sheets
      5) Traffic Control Plan Sheets
      6) Stormwater Pollution Prevention Plan
      7) Permanent Signing Quantity Sheets
      8) KDOT Standard Detail Sheets
      9) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
      10) Miscellaneous Detail Sheets, non-standard details
      11) Summary of Quantities listed as bid items

   e) Additional plans and information may be required to complete Office Check plans.

10. Prepare Office Check estimate of probable construction cost for the Project.

11. Prepare any required Special Provisions to the KDOT standard specifications as needed for construction items on the plans.

12. Submit one full size set of the Office Check plans, the estimate of probable construction cost, and any required Special Provisions for County review. Also provide digital files of these documents in pdf format. Allow two weeks for County review.

13. Prior to the Office Check meeting, verify that all required permits have been obtained and approved. Contact permitting agencies as needed to resolve incomplete permits.

14. Once the Office Check plans have been reviewed by the County, the Engineer shall arrange an Office Check meeting with County staff to discuss all review comments. Changes to the plans required by these comments shall be considered part of this scope of services and shall not be a basis for additional design fees unless the original Project scope is changed.

## IV. FINAL PLAN PREPARATION

The Engineer shall complete the tasks below to prepare final plans for the Project.

1. Update the Project plans to address Office Check review comments provided by the County. Work with County staff to resolve specific design issues related to those comments. Provide individual plan sheets as needed to discuss specific revisions. Obtain concurrence from the County on those revisions prior to preparation of final plans.

2. Prepare the final plans and the final Engineer's estimate of probable construction cost.

3. Submit two full-size sets of final plans on 24"x36" bond paper which have been signed and sealed by the professional engineer responsible for the Project. These two sets of plans will be signed by the County Director of Public Works. One set will be returned to the Consultant for their permanent records and one set will be retained by Douglas County for their permanent records.

4. Deliver to the County, three (3) full size copies and three (3) half size copies of the final signed and sealed plans, printed on 24" x 36" bond paper or 11" x 17" bond paper as appropriate. Also deliver one paper copy of the final Engineer's estimate of probable construction cost and the Special Provisions for the Project.

5. Submit digital copies of the final signed and sealed plans, the final Engineer's estimate of probable construction cost and the Special Provisions for the Project in pdf format.

6. Provide copies of the final signed and sealed plans to each utility company with facilities within the Project limits. Meet with each utility company to discuss the relocation of their facilities and the Project schedule. Provide the County with a summary of the proposed utility relocation schedule.

At any time prior to completion and final acceptance of the construction contract for this Project, the Engineer shall be responsible for correcting all errors and omissions due to the negligence of the Engineer, and submitting revised final plans to the County.

## V. BIDDING PHASE

The County will administer the bidding phase for the Project. The Engineer shall complete the tasks below as required.

1. Answer questions from contractors regarding the final plans. If necessary, issue any requested addenda.

2. If requested by the County, attend a pre-bid meeting to explain any extraordinary conditions or designs and to answer questions regarding the plans.

3. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

## VI. CONSTRUCTION PHASE

The County will administer the construction phase for the Project. The Engineer shall complete the tasks below as required.

1. If requested by the County, attend a pre-construction meeting with the County and the contractor, to explain any extraordinary conditions or designs and to answer questions regarding the plans.

2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.

3. Review and comment, or approve, each contractor's shop drawings and samples, the results of tests and inspections, and other required submittals, to verify compliance with the design concept and conformance with the requirements of the Contract Documents.

Construction inspection is not included in this scope of services. A separate agreement for construction inspection may be executed at a later date if requested by the County.

## VII. GENERAL

The Engineer shall meet these general requirements in the completion of this scope of services.

1. Prepare the design plans for the Project for such parts and sections, and in such order of completion, as designated by the County and in conformance with the Project schedule.

2. Complete all plan development phases no later than the due dates on the Project schedule (Exhibit D), exclusive of delays identified by the County.

3. Provide written monthly progress reports as detailed in Exhibit C.

4. Notify County of additional costs for service requested prior to performing the service. For example, if the Engineer is asked to attend a meeting not included in the scope of services, the cost must be determined before attending.

5. Provide the County with written notes from any meetings with state, federal, or other agencies to the County. These need not be "formal minutes" but notes on discussion topics and requirements imposed.

## VIII. ITEMS CONSIDERED AS ADDITIONAL SERVICES

The following tasks are considered additional services and are not included in this scope of services.

1. Construction Inspection

Douglas County Project No. 2015-18
Improvements to JF/DG Landfill Access Road
EXHIBIT B
PROFESSIONAL FEE

ITEM

1. Direct Payroll

A. TOPOGRAPHIC SURVEY

| Position | Estimated Hours | Hourly Rate | Total |
|---|---|---|---|
| Principal | 0 | $ 66.00 | $ - |
| Project Engineer IV | 0 | $ 58.50 | $ - |
| Project Engineer III | 0 | $ 53.00 | $ - |
| Project Engineer II | 0 | $ 49.00 | $ - |
| Project Engineer I | 0 | $ 42.00 | $ - |
| Design Engineer | 0 | $ 38.00 | $ - |
| Senior Project Surveyor | 8 | $ 60.00 | $ 480.00 |
| Survey Crew | 40 | $ 60.00 | $ 2,400.00 |
| CAD Operator | 4 | $ 37.00 | $ 148.00 |
| Clerical | 0 | $ 18.75 | $ - |
| | | Subtotal Direct Payroll = | $ 3,028.00 |

B. PRELIMINARY DESIGN (Field Check, Traffic Analysis, & Hamm Drainage Study)

| Position | Estimated Hours | Hourly Rate | Total |
|---|---|---|---|
| Principal | 4 | $ 66.00 | $ 264.00 |
| Project Engineer IV | 0 | $ 58.50 | $ - |
| Project Engineer III | 40 | $ 53.00 | $ 2,120.00 |
| Project Engineer II | 0 | $ 49.00 | $ - |
| Project Engineer I | 0 | $ 42.00 | $ - |
| Design Engineer | 80 | $ 38.00 | $ 3,040.00 |
| Senior Project Surveyor | 0 | $ 60.00 | $ - |
| Survey Crew | 0 | $ 60.00 | $ - |
| CAD Operator | 16 | $ 37.00 | $ 592.00 |
| Clerical | 0 | $ 18.75 | $ - |
| | | Subtotal Direct Payroll = | $ 6,016.00 |

C. FINAL DESIGN (Office Check)

| Position | Estimated Hours | Hourly Rate | Total |
|---|---|---|---|
| Principal | 4 | $ 66.00 | $ 264.00 |
| Project Engineer IV | 0 | $ 58.50 | $ - |
| Project Engineer III | 12 | $ 53.00 | $ 636.00 |
| Project Engineer II | 0 | $ 49.00 | $ - |
| Project Engineer I | 0 | $ 42.00 | $ - |
| Design Engineer | 40 | $ 38.00 | $ 1,520.00 |
| Senior Project Surveyor | 0 | $ 60.00 | $ - |
| Survey Crew | 0 | $ 60.00 | $ - |
| CAD Operator | 40 | $ 37.00 | $ 1,480.00 |
| Clerical | 0 | $ 18.75 | $ - |
| | | Subtotal Direct Payroll = | $ 3,900.00 |

D. FINAL PLAN PREPARATION

| Position | Estimated Hours | Hourly Rate | Total |
|---|---|---|---|
| Principal | 2 | $ 66.00 | $ 132.00 |
| Project Engineer IV | 0 | $ 58.50 | $ - |
| Project Engineer III | 4 | $ 53.00 | $ 212.00 |
| Project Engineer II | 0 | $ 49.00 | $ - |
| Project Engineer I | 0 | $ 42.00 | $ - |
| Design Engineer | 8 | $ 38.00 | $ 304.00 |
| Senior Project Surveyor | 0 | $ 60.00 | $ - |

| | | | | | |
|---|---|---|---|---|---|
| Survey Crew | 0 | $ | 60.00 | $ | - |
| CAD Operator | 4 | $ | 37.00 | $ | 148.00 |
| Clerical | 0 | $ | 18.75 | $ | - |
| | | | Subtotal Direct Payroll = | $ | 796.00 |

E. BIDDING PHASE

| Position | Estimated Hours | | Hourly Rate | | Total |
|---|---|---|---|---|---|
| Principal | 0 | $ | 66.00 | $ | - |
| Project Engineer IV | 0 | $ | 58.50 | $ | - |
| Project Engineer III | 8 | $ | 53.00 | $ | 424.00 |
| Project Engineer II | 0 | $ | 49.00 | $ | - |
| Project Engineer I | 0 | $ | 42.00 | $ | - |
| Design Engineer | 4 | $ | 38.00 | $ | 152.00 |
| Senior Project Surveyor | 0 | $ | 60.00 | $ | - |
| Survey Crew | 0 | $ | 60.00 | $ | - |
| CAD Operator | 0 | $ | 37.00 | $ | - |
| Clerical | 0 | $ | 18.75 | $ | - |
| | | | Subtotal Direct Payroll = | $ | 576.00 |

E. CONSTRUCTION PHASE

| Position | Estimated Hours | | Hourly Rate | | Total |
|---|---|---|---|---|---|
| Principal | 0 | $ | 66.00 | $ | - |
| Project Engineer IV | 0 | $ | 58.50 | $ | - |
| Project Engineer III | 8 | $ | 53.00 | $ | 424.00 |
| Project Engineer II | 0 | $ | 49.00 | $ | - |
| Project Engineer I | 0 | $ | 42.00 | $ | - |
| Design Engineer | 4 | $ | 38.00 | $ | 152.00 |
| Senior Project Surveyor | 0 | $ | 60.00 | $ | - |
| Survey Crew | 0 | $ | 60.00 | $ | - |
| CAD Operator | 0 | $ | 37.00 | $ | - |
| Clerical | 0 | $ | 18.75 | $ | - |
| | | | Subtotal Direct Payroll = | $ | 576.00 |
| | | | Total Direct Payroll = | $ | 14,892.00 |

2. Salary Related Overhead

| | | |
|---|---|---|
| Total Direct Payroll = | $ | 14,892.00 |
| Overhead Rate = | | 1.5622 |
| Salary Related Overhead = | $ | 23,264.28 |

3. Total Payroll Plus Overhead

| | | |
|---|---|---|
| Direct Payroll + Salary Related Overhead = | $ | 38,156.28 |

4. Net Fee

| | | |
|---|---|---|
| + Net Fee = | $ | 4,600.00 |

5. Direct Expenses

| | | | | | | |
|---|---|---|---|---|---|---|
| Geology | L.S. | @ | $ | 4,500.00 | $ | 4,500.00 |
| O & E Certificates | 2 | @ | $ | 250.00 | $ | 500.00 |
| KDHE NOI Permit | 1 | @ | $ | 60.00 | $ | 60.00 |
| Mileage | 200 | @ | $ | 0.575 | $ | 115.00 |
| | | | | Subtotal Direct Expenses = | $ | 5,175.00 |

| | | |
|---|---|---|
| **TOTAL PROFESSIONAL FEE (ITEMS 1-5) =** | **$** | **47,931.28** |

Note: The hourly rates shown above are subject to a small annual adjustment due to salary adjustments.

**Douglas County Project No. 2015-18**
**Improvements to JF/DG Landfill Access Road**
**EXHIBIT C**
**PROGRESS REPORTS**

Progress reports shall include the following:

1. Status of design: List each principal task and the percentage complete.

2. Status of right-of-way or easement descriptions: Describe the status of legal descriptions for property to be acquired for the Project.

3. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.

4. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.

5. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the plans or which may create a problem during construction.

**Douglas County Project No. 2015-18**
**Improvements to JF/DG Landfill Access Road**
**EXHIBIT D**
**PROJECT SCHEDULE**

Engineering Services Agreement executed on or before – 12/30/2015

Submit preliminary design report with recommendations – 2/12/2016

Submit Field Check plans and estimate (allow 2 weeks for County review) – 3/12/2016

Provide permit application documents for County submittal – 3/30/2016

Submit right-of-way or easement legal descriptions, drawings, strip map – 4/6/2016

Submit Office Check plans and estimate (allow 2 weeks for County review) – 4/27/2016

Submit Final Plans, Special Provisions, and estimate – 6/8/2016

Tentative Bid Date ( at least 5 weeks after final plans submitted) – 7/27/2016

Construction start date – 8/31/2016

**DOUGLAS COUNTY PUBLIC WORKS**
3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : December 17, 2015

Re : Authorization to solicit proposals for engineering services
Slide repair at Lone Star Lake dam
Project No. 2015-19

The downstream face of the Lone Star Lake dam has experienced a relatively small slope failure, or slide, that must be repaired. In order to determine an effective and long-lasting repair method, we wish to engage the services of a geotechnical engineering firm.

As this slide was unforeseen, there is no funding currently programmed for this repair. We propose to use CIP General Contingency funds to cover the costs of engineering and construction of the repair. Until we determine the recommended repair method, it is currently unknown whether repair work will be contracted or performed by in-house forces.

We anticipate costs for geotechnical engineering services will be $15,000-$30,000. Until the recommended repair method is determined, it is difficult to estimate costs of the repair work. However, we anticipate construction costs for the repair will be in the $100,000 to $300,000 range.

Assuming the costs of engineering services exceed the County Administrator's approval authority ($20,000), a contract for engineering services will be presented to the BoCC for approval.

Action Required: Authorization to solicit proposals for geotechnical engineering services to determine a recommended repair method for a slope failure on the downstream face of the Lone Star Lake dam.

# CITY OF LAWRENCE REQUEST FOR QUALIFICATIONS (RFQ)

**RFQ Number: R1510**

**Purpose of RFQ:** Architectural Services for Fire Station No. 1/Douglas County Senior Citizens Deferred Maintenance and Remodel Project.

**RFQ Description:** The City requests the assistance of an architect to develop a condition report to include a building evaluation, existing system analysis, MEP evaluation, space needs assessment, design and construction documents for the restoration and remodel which will proceed if directed by the City. Asbestos evaluation and removal shall be a part of this scope of service.

**Department:** Lawrence-Douglas County Fire Medical (LDCFM)

**Contacts:** Mark Bradford, Fire Chief
e-mail: mbradford@lawrenceks.org
Phone: 785-830-7001

**Site Visit Requirements:**
None required but available upon request and highly recommended prior to RFQ submission deadline.

**Submission Requirements:**
Submit five (5) hard copies and one (1) electronic copy of the RFQ response in pdf format. Submissions shall be in an envelope or box and clearly labelled "Lawrence-Douglas County Fire Medical Station No. 1 Deferred Maintenance and Remodel Project"

**Deliver Request for Qualification Response To:**
Lawrence-Douglas County Fire Medical Administration
Attention: Chief Mark Bradford – R1510
1911 Stewart Avenue
Lawrence, KS 66046

**Project Background:**
It is a mid-century modern structure, originally constructed and opened for use in 1950 as a public safety building. This facility now houses LDCFM Station No. 1 personnel and equipment in the west wing, and the Douglas County Senior Center in the East portions of the building. An existing building survey was performed in 2010, evaluating existing roofing, building envelope components, structural, mechanical, electrical, and plumbing systems. The proposed "Fire Station No. 1 Deferred Maintenance and Remodel Project" is a result of the findings and recommendations contain in this building survey.

**Purpose:**
The City seeks an architect to develop a current conditions report, report that builds on the existing 2010 evaluation and study (provided) preliminary drawings and specifications, cost projections, priority of work, biddable construction documents/plans, coordination with fire medical staff, phasing of work, and design cost estimates for the remodel of Fire Station No. 1 and necessary modifications of structure, MEP of the Douglas County Senior Center.

Oversee and manage the full design and construction of the project.

With this request for qualifications the City of Lawrence is seeking Statements of Qualifications from interested architects with experience in fire station design and construction who are interested in providing planning, design, and administrative services for the rehabilitation of Fire Station No. 1 in Lawrence.

**Scope of Services:**

1. Review existing building assessment and survey study completed in 2010 and generate a final scope of work to be included within the project based on construction dollars available. Existing building assessment will be made available via website review.
2. Provide A/E services necessary to design, document, bid and manage during construction, the project scope as determined from the Building assessment review. Professional services provided in this RFQ response shall cover fees for the following:
    a. Architectural
    b. Structural Engineering
    c. Mechanical, Electrical, Plumbing Engineering
    d. Civil Engineering
3. Provide A/E services necessary to design, document, bid that would impact the West wing of the building currently occupied by Douglas County Senior Services. This would include any architectural, structural engineering, mechanical, electrical, plumbing engineering and civil engineering associated with work being done in the East wing (fire station project).
4. A Phase 1 Assessment and any necessary remediation work will be performed as part of this project.

**Anticipated Project budget:**

Exterior and interior deferred maintenance items, interior remodel of Station No. 1 spaces, and any additions required to meet operational department standards are included in the scope of work for this project, with an estimated total project cost of $2.63 million dollars.

**Fee Proposal Information:**

1. Provide proposed fee for A/E services based on a percentage of construction value. Anticipated construction value is $2.63 million dollars.
2. Fee information will not be the only determining factor in A/E team selections but will be considered as part of the overall RFQ response.

**Invitation to Submit:**

The City is seeking Statements of Qualifications from architectural firms interested in providing design and administration services for remodel of Fire Station No. 1. The architect must be licensed to practice in the State of Kansas, be able to demonstrate a proficiency for the project type, have experience with municipal clients, and available to commence work immediately.

The project team shall have a single lead architecture firm who will be the prime consultant selected to direct and coordinate the work of others, be responsible for the schedule, and for submitting deliverables to the City. Consultant participation is subject to the following strictures:

Prime-Consultant: The architect who is the prime consultant may only submit one statement of qualifications and may not participate as a sub-consultant on any other team.

Sub-Consultants: Regardless of discipline, firms that participate only as sub-consultants may do so with as many teams as desirable.

**Submittal Requirements:**
Prime consultants are asked to submit a Statement of Qualifications on behalf of their design and management team for the Remodel of Fire Station No. 1. The composition of the team should be able to deliver on a scope of services required to all phases of the total project.

Consultants are asked to provide the following:

1. Provide background information on your practice. Indicate how long the firm has been in professional practice, approximately how large the professional staff is, and what areas of expertise the firm offers. Indicate if your practice is multi-disciplinary or single disciplinary. Identify the project manager and other key personnel who will work on the project.
2. Explain your approach to public safety/fire station projects and project management. How is your internal staff selected? How will you select the consultants you will employ? What is your method for coordinating various design professionals who will assist your team? How do you interact with the client and keep them on task and the project on schedule?
3. Identify sub-consultants who will be participating on your team. Indicate what their role will be and provide information regarding the key staff members from each firm and who will be responsible for their services.
4. Provide contact references from other municipal clients starting with the most recent project first. Provide a brief description of the projects executed for each of these clients.
5. Indicate your experience with the remodel of public safety buildings and specifically with the remodel of fire stations. Provide specific project examples in the form of written project briefs that should include photographs. Indicate which of the consultants worked on which project and their roles.
6. Provide a cost proposal for the completion of the report for project and provide general billing rates that will be applicable for all phases of the project.
7. Indicate ability to meet project schedule.

**Consultation Clarification:**
Consultants are asked to direct all questions regarding this RFQ to Mark Bradford, Fire Chief, City of Lawrence at mbradford@lawrenceks.org, or 785-830-7001. Based on the nature of the questions the City may elect to issue an addendum to all consultants on the distribution list.

**Selection Process:**
A Selection Committee involving representatives from the City of Lawrence, Douglas County and other stakeholders will review the submittals and make a recommendation to the City Commission of the best firm to complete the project. The recommendation will be based upon relevant project experience, approach to the project, and the cost of proposal to complete the work identified. The City Commission will make the final selection and approve the agreement with the successful consultant.

**Interviews:**
The City will conduct interviews with the shortlisted firms involving key project staff from the primary firm and their consultants. Team members should be prepared to discuss, among other things, their approaches to maintaining a schedule, communicating with clients, coordinating project responsibilities, and identifying project risks which require the attention of the design team and the client. Each interview will be limited to two hours in which the architectural team will make an introductory presentation of their team's experience and strengths. The balance of the time will be devoted to questions, answers, and discussion.

**Anticipated Project Schedule:**
**Submittal Schedule***

Invitation to Submit - **December 10, 2015**

Invitations will be distributed electronically by the City of Lawrence to selected consultants and via DemandStar. Others may request a copy of the RFQ at any time prior to the submission date.

Deadline for Questions - **December 28, 2015**

No clarification questions will be accepted after this date so that an addendum, if required, may be distributed with sufficient time for consultants to review prior to submission.

Submission Deadline - **January 11, 2016**

Submit five copies of your Statement of Qualifications by 4:00 p.m. Please also submit one electronic version.

Lawrence-Douglas County Fire Medical
Mark Bradford, Fire Chief
Lawrence, Kansas 66046

Shortlist Notified - **January 18, 2016**

The City will notify selected firms by phone to schedule interviews. All unsuccessful firms will be notified by email.

Interviews - **January 18 – 22, 2016**

Recommendation to City Commission of Top Ranked Firm - **February 2, 2016**

Agreement with Firm to the City Commission - **February 16, 2016**

Bidding and Negotiations - TBD

Construction - TBD

**Schedule is subject to change.*

**Eligibility:**
The opportunity to compete for this project is open to all established, professional architect(s)/engineering(s), residing in the United States and licensed to perform services in the State of Kansas. The City of Lawrence does not discriminate on the basis of race, sex, religion, color, national origin, age, ancestry, disability, or gender identity. Submissions by City or LDCFM employees, or their relatives will not be considered. Experience with deferred maintenance projects, especially in retrofit of mid-century modern buildings is preferred. Applicants must be

able to work effectively within the project timeline and collaborate with the design team and multiple government agencies.

# Memorandum
## City of Lawrence
## Fire Medical

TO: Craig Weinaug, County Administrator
Diane Stoddard, Interim City Manager

FROM: Chief Mark Bradford

CC: Sara Plinsky, Assistant County Administrator
Casey Toomay, Assistant City Manager

Date: November 9, 2015

RE: Request for Increase in Ambulance Fees

## AMBULANCE RATES

Fire Medical currently operates the emergency medical service under the direction of the 2008 City Ordinance No. 8312 and County Resolution No. 08-28 A Joint Resolution/Ordinance Concerning Charges for Ambulance Services. The governing bodies of the City of Lawrence and Douglas County jointly establish fees for emergency medical services.

The Mid-America Regional Council Emergency Rescue (MARCER) committee conducted a survey of regional ambulance rates in February 2013. The survey at that time revealed that Fire Medical fees are below the average rates charged by regional ambulance service providers responding to the survey. Fire Medical rates last changed in 2008 following a 2007 MARCER survey. Each of the ambulance services were contacted by telephone during March 2015 to verify and update the information provided during the 2013 survey.

The 2013 MARCER analysis focused on three categories: Mileage, Advanced Life Support 1 (ALS-1) rates, and Advanced Life Support 2 (ALS-2) rates. Charges for individual drug treatments, supplies and procedures are included in the Fire Medical rate charges and not a part of the survey results. The 2015 information below includes ambulance service providers responding to the survey charging a flat rate plus mileage for services. Illustrative charts are included at the end of the memo.

2013 and 2015 respondents included Fort Osage Fire District, Lee's Summit Fire Department, Johnson County Med-Act, Kansas City, KS Fire Department, Bonner Springs Ambulance District, North Kansas City Fire Department, Belton Emergency Services, Gladstone Public Safety Department, Overland Park Fire Department, Platte County Fire District, and Lawrence-Douglas County Fire Medical.

## Mileage

Mileage (per statute mile) charges for ambulance service providers surveyed ranged from $7.00 per mile to $17.50 per mile (chart attached). The 2014 average rate of surveyed providers was $9.73 per mile, an increase of 3% from 2013. Fire Medical currently charges $7.38 per mile or $2.12 per mile below the average regional per mile rate. Mileage reimbursement in 2015 for Medicare is $5.62 ($1.76 less than the charge), for Medicaid $2.50 ($4.88 less than the charge), and for most private insurance, $7.38. In 2014, we billed 48,096 miles for EMS service calls.

## Advanced Life Support-1 (ALS-1 includes ALS assessment, intervention, transport)

ALS-1 rates for the ambulance service providers surveyed ranged from $395 to $1300 during 2014. The regional average is $741. Fire Medical charges $559 for all ALS emergency and non-emergency calls, 32% less than the area average.

## Advanced Life Support-2 (ALS-2 includes ALS intervention, drugs, CPR, defib, transport )

ALS-2 2014 rates for the ambulance service providers surveyed ranged from $400 to $1450. The average is $807. Fie Medical charges $619, which is 30% less than the area average.

In 2014, there were a total of 2,985 ALS-1 calls and 79 ALS-2 calls.

## Basic Life Support (BLS)

The 2013 MARCER survey did not include BLS rates. Fire Medical personnel verified BLS rates with the survey respondents. Regional BLS rates range from $336 to $1300 with or without BLS assessment and/or care. The average 2014 rate for those surveyed was $717 and Fire Medical charges $476 for all BLS services or 34% less.

## Medicare Reimbursement

Each year the Federal Centers for Medicare & Medicaid Services establishes the allowable charge rates charged to Medicare for all medical services. Medicare then reimburses the service provider up to 80% of the allowable rate for the service provided. However, since April 1, 2013, Medicare reduced by 2% all allowable reimbursement amounts.

In 2012, Medicare reimbursed mileage at $5.62 per mile and the current mileage reimbursement is $5.75 per mile, an increase of 1/8% in 3 years.

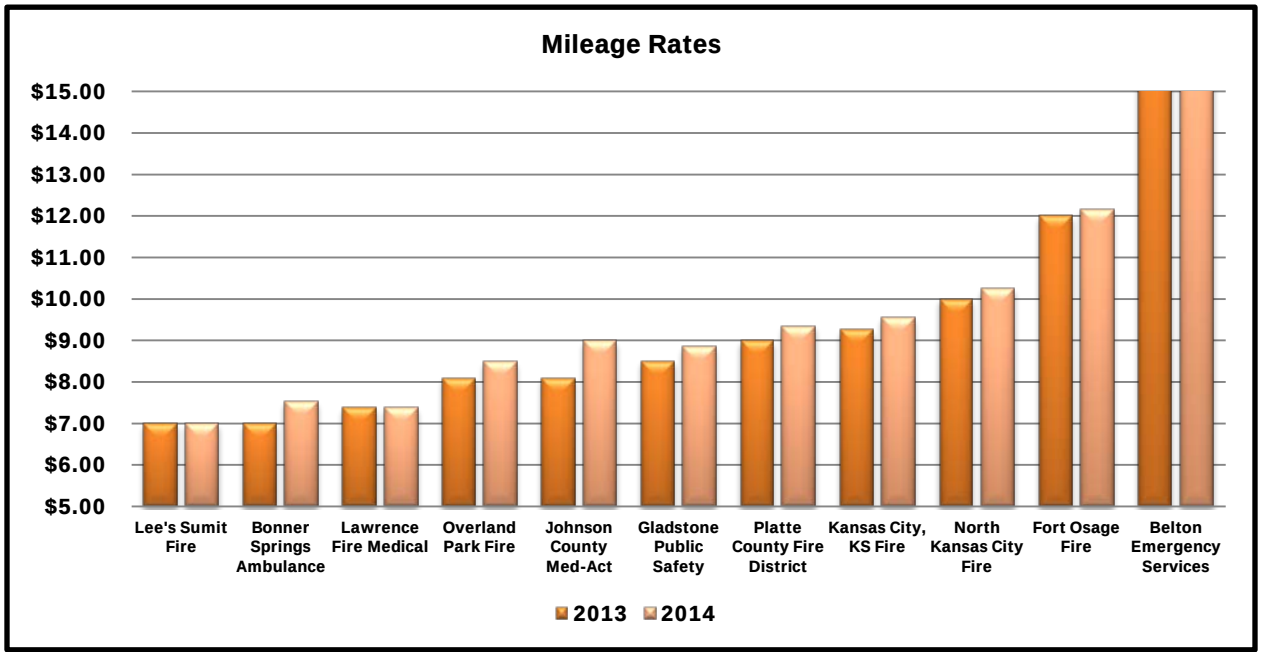
Medicare 2012 reimbursement was $194.42 for ALS-1 non-emergency calls and $307.84 for emergency calls. In 2015, Medicare ALS reimbursement is $200.17 for non-emergency and $316.95 for emergency services, a 3% increase.

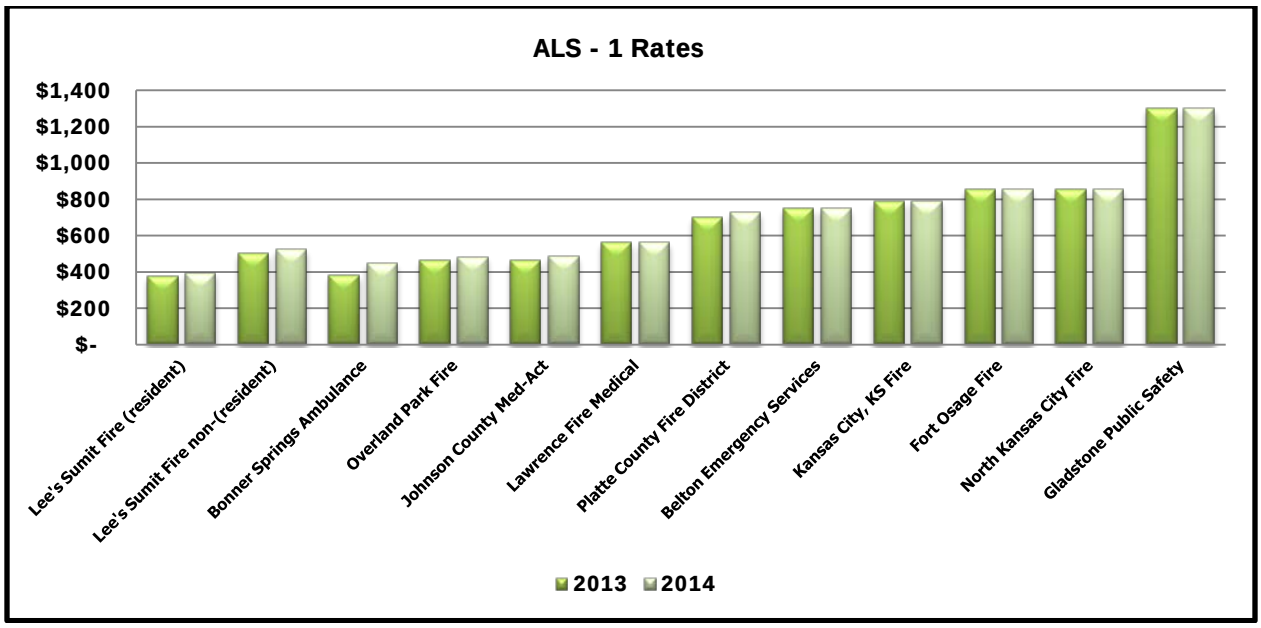
In 2012, Medicare reimbursed BLS non-emergency calls at $162.02, and $259.23 for emergency calls. The 2015 BLS reimbursement will be $160.05 for non-emergency and $266.91 for emergency calls, or a 3% increase over the 3 years.

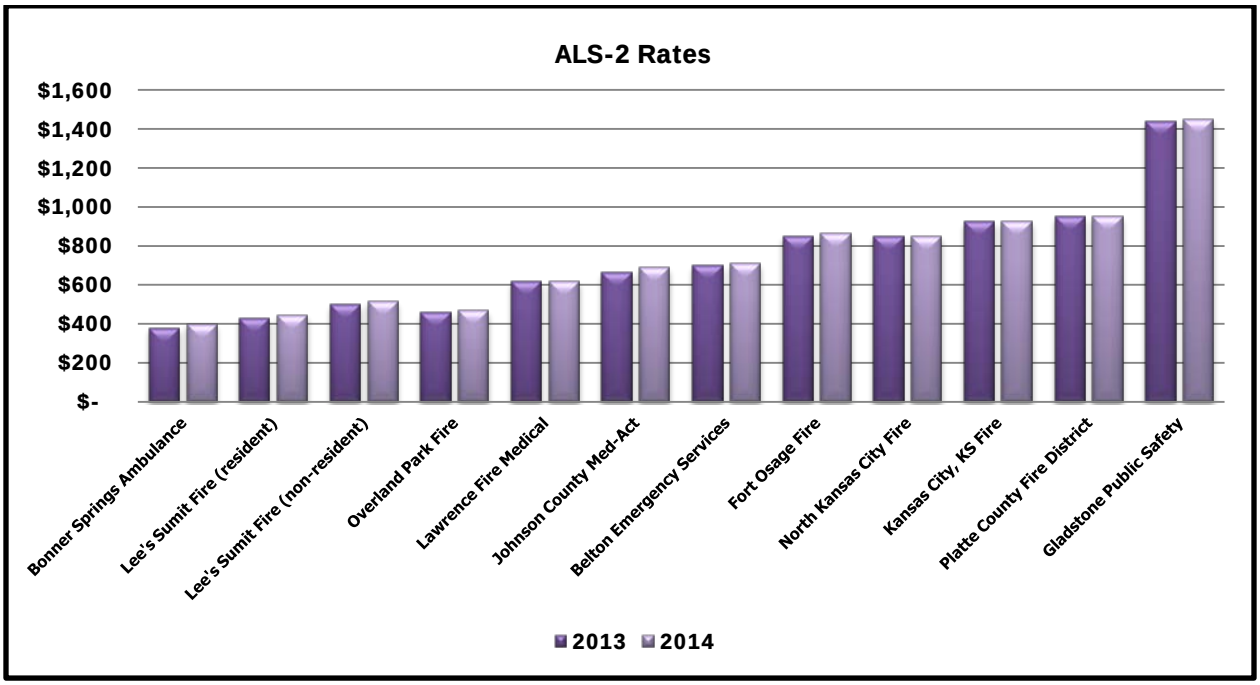
Another consideration to possible rate changes are the call billed and revenue amounts by percentage of source. The following chart illustrates differences in the bill recipient and the source of the income.

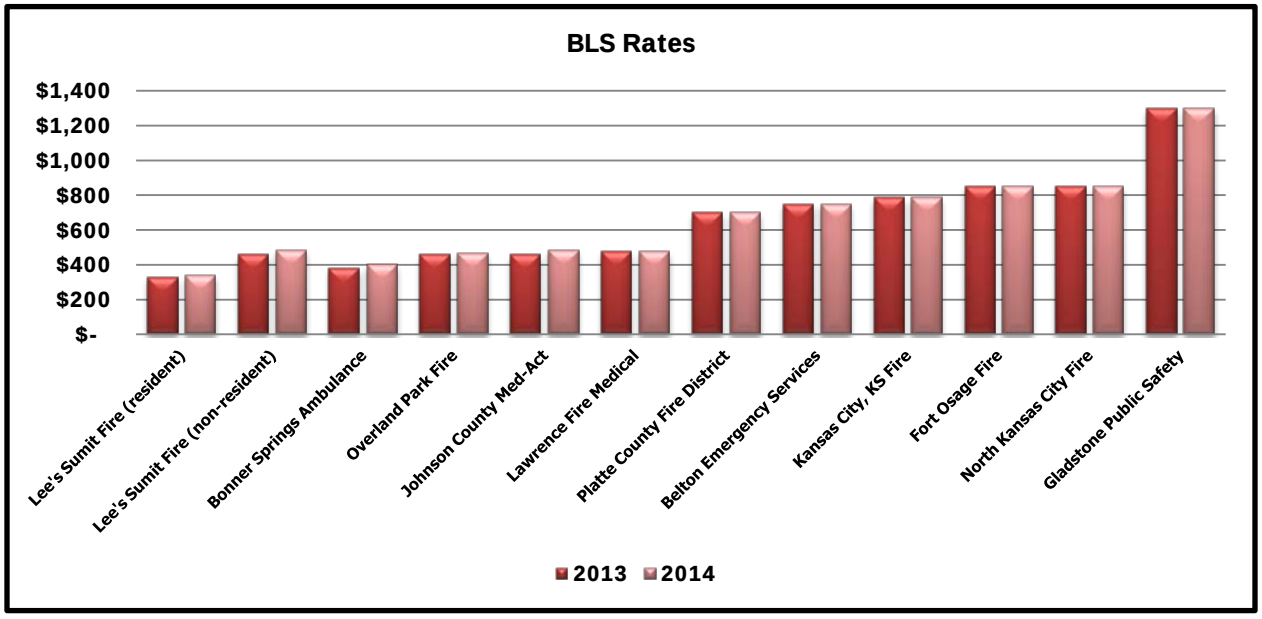
| Source | Revenue | Billed |
|---|---|---|
| **Medicare** | 41% | 40% |
| **Medicaid** | 6% | 6% |
| **Private Insurance** | 33% | 15% |
| **Self Pay** | 15% | 60% |

# 2013-2014 Comparison of Rates




ALS-2 Rates
$1,600
$1,400
$1,200
$1,000
$800
$600
$400
$200
$-
Bonner Springs Ambulance
Lee's Sumit Fire (resident)
Lee's Sumit Fire (non-resident)
Overland Park Fire
Lawrence Fire Medical
Johnson County Med-Act
Belton Emergency Services
Fort Osage Fire
North Kansas City Fire
Kansas City, KS Fire
Platte County Fire District
Gladstone Public Safety
2013
2014


BLS Rates
$1,400
$1,200
$1,000
$800
$600
$400
$200
$-
Lee's Sumit Fire (resident)
Lee's Sumit Fire (non-resident)
Bonner Springs Ambulance
Overland Park Fire
Johnson County Med-Act
Lawrence Fire Medical
Platte County Fire District
Belton Emergency Services
Kansas City, KS Fire
Fort Osage Fire
North Kansas City Fire
Gladstone Public Safety
2013
2014

## Recommendation for EMS Rate Changes:

The surveys and comparisons indicate that in each of the categories analyzed, Fire Medical charges are below the area average rates. The EMS call volume continues to increase an average of 3.5% annually. Since 2008, the department has seen a 23.5% increase in EMS calls.

| EMS Call Volume | Calls | % Increase |
|---|---|---|
| **2008** | 7288 | 4% |
| **2009** | 7592 | 4% |
| **2010** | 7763 | 2% |
| **2011** | 7981 | 3% |
| **2012** | 8211 | 3% |
| **2013** | 8734 | 6% |
| **2014** | 9001 | 3% |

1. We recommend that the City and County consider increasing ambulance user fees for ALS and BLS calls and mileage from the rates below:

| | ALS-1 | ALS-2 | BLS-E | Mileage |
|---|---|---|---|---|
| **Current Rates** | **$ 559** | **$ 619** | **$ 476** | **$ 7.38** |
| **Proposed % Increase** | | | | |
| **3%** | $ 576 | $ 638 | $ 490 | $ 7.60 |
| **5%** | $ 587 | $ 650 | $ 500 | $ 7.75 |
| **10%** | $ 615 | $ 681 | $ 524 | $ 8.12 |
| **12%** | $ 626 | $ 693 | $ 533 | $ 8.27 |
| **13%** | $ 632 | $ 699 | $ 538 | $ 8.34 |
| **15%** | $ 643 | $ 712 | $ 547 | $ 8.49 |
| **20%** | $ 671 | $ 743 | $ 571 | $ 8.86 |
| **25%** | $ 699 | $ 774 | $ 595 | $ 9.23 |
| **30%** | $ 727 | $ 805 | $ 619 | $ 9.59 |
| **35%** | $ 755 | $ 836 | $ 643 | $ 9.96 |
| **40%** | $ 783 | $ 867 | $ 666 | $ 10.33 |

We recommend a phased increase over the next three years. Beginning January 1, 2016 increase our rates by 15%, January 1, 2016 increase to 20% and January 1, 2018 increase to 25% as listed in the chart above.

The recommended phased approach will still place our rates below the regional market by approximately 30%.

**DOUGLAS COUNTY ADMINISTRATIVE SERVICES**
Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

**Sarah Plinsky**
Assistant County Administrator

MEMORANDUM

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

FROM: Sarah Plinsky, Asst. County Administrator
David Sparkes, Director of Building and Grounds

SUBJECT: Consider approving Phase 1 Guaranteed Maximum Price (GMP) of the Fairgrounds Capital Improvement Project and amend the Construction Management (CM) contract with Mar Lan Construction.

DATE: December 18, 2015

As a part of the 2015 Capital Improvement Plan process, the County Commission secured $6.5 in cash reserves to proceed with the Fairgrounds Capital Improvement Project. Earlier this year, Douglas County staff completed a selection process for a Construction Manager for the Fairgrounds project and selected Mar Lan Construction. Design has continued and construction documents have been prepared, and budget estimates have continued to be updated and refined.

Attached is a Construction Budget Summary that includes firm bids for Phase 1 and sets a Guaranteed Maximum Price for Phase 1. Phase 1 includes the meeting hall and several paved spaces. A map that highlights the construction phases and an estimated total project budget will be distributed at the meeting. The alternates for Phase 1 are shown on page 5 of the GMP proposal, staff is recommending that alternate #1 be accepted and financed with the Sustainability reserve fund in the amount of $7,421.

In order for the project to continue to proceed, staff is asking for approval of the Phase 1 GMP of $2,348,925 at this time, and to amend the CM contract. The revised project schedule is attached. The initial design schedule has slipped slightly but was adjusted to ensure that proper time and emphasis was given on the grading plan and site work required for the staged construction. Construction staff now estimates that the new meeting hall will be open by in the summer of 2016. The Open Pavilion will mostly likely not be open until after the 2016 Fair with anticipated completion date in the Fall of 2016. This will allow the Fair Board more time to prepare for the 2017 Fair with new facilities and structures.

The re-estimate of the total project budget is above the initial project budget set aside. Decisions on how to fund the difference can be considered in the 2016 Capital Improvement Plan development process. At that point, additional bid and design work will be complete and staff will come back to the commission and ask for a total budget project approval. Additional updates will be provided throughout the construction process.

Staff, as well as the design and construction team will be at the meeting to answer questions.

1008 New Hampshire, Suite 200
Lawrence, KS 66044

MAR LAN CONSTRUCTION

OFFICE (785) 749-2647
FAX (785) 749-9507

December 17, 2015

Ms. Sarah Plinsky, Asst. County Administrator
Douglas County Kansas
11th and Massachusetts Street
Lawrence, KS 66044

RE: Douglas County Fairgrounds; Proposal for Phase 1

Dear Sarah,

The following is our proposal for Phase 1 of the Douglas County Fairgrounds project.

**GMP Cost Proposal**

- Two Million Three Hundred Forty Eight Thousand Nine Hundred Twenty-Five Dollars; $2,348,925
- Exhibit A, Phase 1 GMP Cost Proposal, is attached

**Scope of Work-**

- Exhibit B-List of Drawings, is attached
- Project Manual-Phase 1; dated October 22, 2015
- Demolition for all phases of the project
- Site Utilities as shown on referenced drawings
- Grading and erosion control for all phases of the project
- Construction of new Parking Lot B and Expanded Parking Lot C
- Construction of Multi-Purpose Meeting Hall except for AV package

**Time**

- Construction of the Meeting Hall is scheduled for completion by July 22, 2016
- Balance of work is scheduled for completion by December 31, 2016

**Alternates**

- Alternates 1, 2, 5, 6, and 7 are itemized on Exhibit A
- Alternates 3 and 4 are for the Meeting Hall AV and are still in the bidding stage

We are pleased to present this proposal and hope that a contract Amendment can be issued for the GMP Proposal, and that work can begin soon.

Sincerely,

Gale D. Lantis
Principal

cc: David Sparkes
Chris Cunningham
Chris Burger

12/8/2015

**DOUGLAS COUNTY FAIRGROUNDS**
**CONSTRUCTION BUDGET SUMMARY**

| | Item Description | Budget | Includes | Exclusions |
|---|---|---|---|---|
| 1 | Phase 1 - Meeting Hall, Site, and Parking CONFIRMED BIDS-GMP FOR THIS PHASE | $ 2,348,925 | All demolition, all grading, all site utilities, gravel roads, north parking lot, ramp into Dreherer, south parking lot, stage, meeting hall, underground power improvements at south side of site | Lighting at north parking lot, AV items |
| 2 | Open Pavilion-Not bid yet | $ 2,965,100 | Construction of building complete | Public address system, AV items, bird netting, |
| 3 | Arena and Restroom Building-Not bid yet | $ 1,098,000 | Lighting, fencing, restroom building Option 1. This budget includes the revised seating budget of $509K for 1600 seats. | Crow's nest |
| 4 | Site Improvements-Not bid yet | $ 785,900 | RV electrical, concrete and asphalt paving at Pavilion and Circle, lighting at north parking and site, vendor electrical improvements, mill and overlay at Extension Office, allowance for street trees, allowance for site seeding, $25 K allowance for City water meter and SD fees | Asphalt on east road excluded (not required per Landplan) |
| | | | | |
| **Total Construction Budget-December 10, 2015** | | **$7,197,925** | **Includes contingency of 3.5%=$225,000** | |

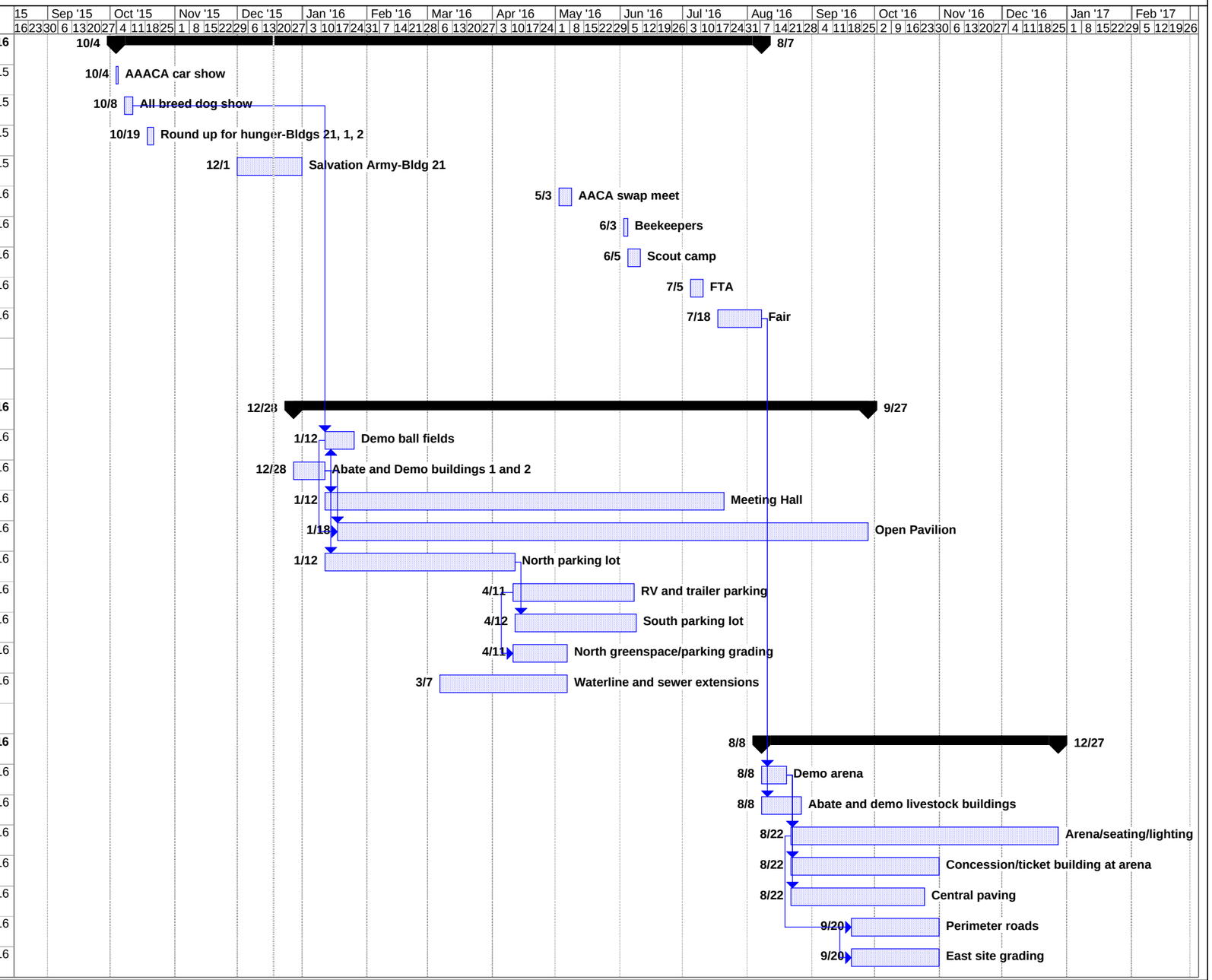
**Not included in Above**

Access control
Abatement
Site PA system
Livestock panels (Priefert)
FF & E

MAR LAN CONSTRUCTION

# DOUGLAS COUNTY FAIRGROUND
# PHASING PLAN

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **DCF Scheduled Events** | **223 days** | **Sun 10/4/15** | **Sun 8/7/16** |
| 2 | AAACA car show | 1 day | Sun 10/4/15 | Sun 10/4/15 |
| 3 | All breed dog show | 3 days | Thu 10/8/15 | Sun 10/11/15 |
| 4 | Round up for hunger-Bldgs 21, 1, 2 | 3 days | Mon 10/19/15 | Wed 10/21/15 |
| 5 | Salvation Army-Bldg 21 | 22 days | Tue 12/1/15 | Thu 12/31/15 |
| 6 | AACA swap meet | 5 days | Tue 5/3/16 | Sun 5/8/16 |
| 7 | Beekeepers | 2 days | Fri 6/3/16 | Sat 6/4/16 |
| 8 | Scout camp | 6 days | Sun 6/5/16 | Fri 6/10/16 |
| 9 | FTA | 5 days | Tue 7/5/16 | Sun 7/10/16 |
| 10 | Fair | 16 days | Mon 7/18/16 | Sun 8/7/16 |
| 11 | | | | |
| 12 | | | | |
| 13 | **Phase 1** | **199 days** | **Mon 12/28/15** | **Tue 9/27/16** |
| 14 | Demo ball fields | 10 days | Tue 1/12/16 | Mon 1/25/16 |
| 15 | Abate and Demo buildings 1 and 2 | 10 days | Mon 12/28/15 | Mon 1/11/16 |
| 16 | Meeting Hall | 140 days | Tue 1/12/16 | Wed 7/20/16 |
| 17 | Open Pavilion | 185 days | Mon 1/18/16 | Tue 9/27/16 |
| 18 | North parking lot | 65 days | Tue 1/12/16 | Mon 4/11/16 |
| 19 | RV and trailer parking | 45 days | Mon 4/11/16 | Tue 6/7/16 |
| 20 | South parking lot | 45 days | Tue 4/12/16 | Wed 6/8/16 |
| 21 | North greenspace/parking grading | 20 days | Mon 4/11/16 | Fri 5/6/16 |
| 22 | Waterline and sewer extensions | 45 days | Mon 3/7/16 | Fri 5/6/16 |
| 23 | | | | |
| 24 | **Phase 2** | **100 days** | **Mon 8/8/16** | **Tue 12/27/16** |
| 25 | Demo arena | 10 days | Mon 8/8/16 | Fri 8/19/16 |
| 26 | Abate and demo livestock buildings | 15 days | Mon 8/8/16 | Fri 8/26/16 |
| 27 | Arena/seating/lighting | 90 days | Mon 8/22/16 | Tue 12/27/16 |
| 28 | Concession/ticket building at arena | 50 days | Mon 8/22/16 | Mon 10/31/16 |
| 29 | Central paving | 45 days | Mon 8/22/16 | Mon 10/24/16 |
| 30 | Perimeter roads | 30 days | Tue 9/20/16 | Mon 10/31/16 |
| 31 | East site grading | 30 days | Tue 9/20/16 | Mon 10/31/16 |




Project: phasing plan 9-10-15
Date: Fri 12/18/15

Task | Milestone | Rolled Up Task | Rolled Up Progress | External Tasks | Group By Summary
Progress | Summary | Rolled Up Milestone | Split | Project Summary | Deadline

December 17, 2015

**"EXHIBIT A"**
**Douglas County Fairgrounds**
**Phase 1-GMP Cost Proposal**

| Div | Cost Category | Item Description | Total | Notes |
|---|---|---|---|---|
| | | | | |
| **015** | **FIELD CONDITIONS** | | | |
| | 0104 | Field engineer | $ 16,000 | |
| | 0107 | Foreman | $ 10,080 | |
| | 0127 | Safety officer & inspections | $ 4,500 | |
| | 0140 | Temporary utilities | $ 3,000 | |
| | 0122 | Site signage | $ 825 | |
| | 0124 | Toilets | $ 1,500 | |
| | 0110 | Dumpsters | $ 3,000 | |
| | 0155 | Survey, staking, and layout | $ 19,100 | |
| | 0160 | Final cleaning | $ 1,200 | |
| | 0126 | Winter protection | $ 7,500 | |
| | 0170 | Equipment rental | $ 2,000 | |
| | 0121 | Temporary fencing | $ 3,050 | |
| | 0190 | Builders risk insurance | $ 1,650 | |
| | 0180 | Building permits | $ 5,600 | |
| | 0195 | Delivery, postage, printing, notices | $ 1,300 | |
| | TOTAL FIELD CONDITIONS | | $ 80,305 | |
| | | | | |
| **020** | **EXISTING CONDITION/DEMOLITION** | | | |
| | 0201 | Site/building demolition | $ - | In 3110 |
| | 0299 | Miscellaneous demo | $ - | In 3110 |
| | TOTAL DEMOLITION | | $ - | |
| | | | | |
| **030** | **CONCRETE-BUILDING** | | | |
| | 0301 | Concrete footings and slab | $ 85,565 | Bottorff |
| | 0350 | Stained or polished floors | $ 14,904 | Concrete Expressions |
| | 0399 | Miscellaneous concrete | $ - | None |
| | TOTAL CONCRETE-BUILDING | | $ 100,469 | |
| | | | | |
| **040** | **MASONRY** | | | |
| | 0401 | Brick veneer | $ 26,700 | Masonry Concepts |
| | 0499 | Miscellaneous masonry items | $ - | None |
| | TOTAL MASONRY | | $ 26,700 | |
| | | | | |
| **050** | **METALS** | | | |
| | 0501 | Structural steel beams & columns | $ 7,105 | TFIW |
| | 0520 | Anchor Bolts | $ 250 | Slab anchor bolts |
| | 0599 | Miscellaneous metals | $ - | None |
| | TOTAL METALS | | $ 7,355 | |

MAR LAN CONSTRUCTION

December 17, 2015

**"EXHIBIT A"**
**Douglas County Fairgrounds**
**Phase 1-GMP Cost Proposal**

| Div | Cost Category | Item Description | Total | Notes |
|---|---|---|---|---|
| | | | | |
| **060** | **CARPENTRY** | | | |
| | 0601 | Wood rough carpentry | $ 130,298 | Hunt, Inc. |
| | 0603 | Wood trusses | $ - | In 0601 |
| | 0605 | Rigid wall insulation | $ 6,500 | |
| | 0620 | Interior casework and millwork | $ 16,700 | Woodworking Specialties |
| | 0664 | FRP | $ 235 | B and B Drywall |
| | 0699 | Plywood on storage room walls | $ - | In 0620 |
| | TOTAL CARPENTRY | | $ 153,733 | |
| | | | | |
| **070** | **THERMAL & MOISTURE** | | | |
| | 0720 | Attic insulation-R38 blow in & R19 walls | $ 7,760 | Black Gold |
| | 0725 | Weather barriers-spray on | $ - | In 0792 |
| | 0736 | Composition shingle roofing | $ 12,500 | McLaughlin Roofing |
| | 0740 | Metal wall panels, roofing | $ 19,005 | Town and Country |
| | 0762 | Gutters | $ 1,635 | Town and Country |
| | 0792 | Caulking and joint sealants & weather barrier | $ 11,527 | RWC |
| | 0799 | Miscellaneous | $ - | None |
| | TOTAL THERMAL AND MOISTURE | | $ 52,427 | |
| | | | | |
| **080** | **DOORS & WINDOWS** | | | |
| | 0810 | Doors and frames and hardware | $ 31,186 | Duranotic |
| | 0840 | Aluminum storefront, windows | $ 29,200 | Kennedy |
| | 0899 | Serving window shutter | $ 2,100 | Raynor |
| | TOTAL DOORS & WINDOWS | | $ 62,486 | |
| | | | | |
| **090** | **FINISHES** | | | |
| | 0921 | Drywal & resilient channels | $ 43,399 | B and B Drywall |
| | 0930 | Wall and floor tiling | $ 13,326 | Legacy Flooring |
| | 0951 | Acoustical ceilings | $ 18,200 | Wilko |
| | 0965 | Rubber base | $ 1,536 | Legacy Flooring |
| | 0980 | Sound bats | $ 3,456 | B and B |
| | 0991 | Painting | $ 13,378 | Lawrence Decorating |
| | 0999 | Resilient channel on trusses | $ - | In 0921 |
| | TOTAL FINISHES | | $ 93,295 | |
| | | | | |
| **100** | **SPECIALTIES** | | | |
| | 1021 | Toilet compartments | $ 2,795 | Meyer Construction |
| | 1022 | Operable partition | $ 18,479 | Abbey Simons |
| | 1026 | Wall & corner protection | $ 2,290 | Install in 0640 |
| | 1028 | Toilet accessories | $ 1,598 | Meyer |
| | 1044 | Fire extinguishers and cabinets | $ 1,006 | Meyer |
| | 1073 | Awnings and canopies | $ 1,395 | Star Signs |
| | 1099 | Other specialties | $ - | None |
| | TOTAL SPECIALTIES | | $ 27,563 | |
| | | | | |

December 17, 2015

**"EXHIBIT A"**
**Douglas County Fairgrounds**
**Phase 1-GMP Cost Proposal**

| Div | Cost Category | Item Description | Total | Notes |
|---|---|---|---|---|
| **110** | **EQUIPMENT** | | | |
| | 1131 | Appliances | $ - | By owner |
| | 1152 | Project screens | $ - | In AV package |
| | 1199 | Miscellaneous equipment | $ - | None |
| | TOTAL EQUIPMENT | | $ - | |
| | | | | |
| **120** | **FURNISHINGS** | | | |
| | 1221 | Window blinds | $ 1,520 | Abbey Simons |
| | 1299 | Miscellaneous furnishings | $ - | By owner |
| | TOTAL FURNISHINGS | | $ 1,520 | |
| | | | | |
| **210** | **FIRE SUPPRESSION** | | | |
| | 2110 | Fire suppression systems-water based | $ 23,950 | Conley Fire Protection |
| | 2199 | Miscellaneous fire suppression | $ - | None |
| | TOTAL FIRE SUPPRESSION | | $ 23,950 | |
| | | | | |
| **220** | **PLUMBING** | | | |
| | 2210 | Plumbing | $ 39,332 | Chaney |
| | 2299 | Miscellaneous plumbing | $ - | None |
| | TOTAL PLUMBING | | $ 39,332 | |
| | | | | |
| **230** | **HVAC** | | | |
| | 2330 | HVAC system | $ 85,841 | River City HVAC |
| | TOTAL HVAC | | $ 85,841 | |
| | | | | |
| **260** | **ELECTRICAL** | | | |
| | 2610 | Electrical | $ 61,695 | Jayhawk Power Systems |
| | 2656 | Exterior lighting | $ - | Included in 2610 |
| | TOTAL ELECTRICAL | | $ 61,695 | |
| | | | | |
| **280** | **SAFETY AND SECURITY** | | | |
| | 2810 | Access control | $ - | None |
| | 2816 | Security systems | $ - | None |
| | 2823 | Video surveillance | $ - | None |
| | 2831 | Fire alarm systems | $ 11,930 | Jayhawk Power |
| | 2899 | Miscellaneous systems | $ - | None |
| | TOTAL SAFETY AND SECURITY | | $ 11,930 | |

December 17, 2015

**"EXHIBIT A"**
**Douglas County Fairgrounds**
**Phase 1-GMP Cost Proposal**

| Div | Cost Category | Item Description | Total | Notes |
|---|---|---|---|---|
| | | | | |
| **310** | **EARTHWORK** | | | |
| | 3110 | Clear, strip, cut and fill, demo, utilities | $ 950,022 | RD Johnson Excavating |
| | 3120 | LVC under slab | $ - | In 3110 |
| | 3125 | Erosion control | $ - | In 3110 |
| | 3131 | Termite treatment | $ 948 | Centrex II |
| | 3199 | Miscellaneous earthwork | $ - | In 3110 |
| | TOTAL EARTHWORK | | $ 950,970 | |
| | | | | |
| **320** | **EXTERIOR IMPROVEMENTS** | | | |
| | 3212 | Concrete stage and stairs | $ 24,800 | Bottorff |
| | 3213 | Bollards at trash & handrails at stage | $ 3,843 | TFIW |
| | 3215 | Asphalt and concrete paving | $ 220,870 | Sunflower |
| | 3231 | Fencing @ mechanical screen | $ - | None |
| | 3232 | Chain link fence at trash | $ 2,000 | Allowance |
| | 3292 | Seeding and sod allwoance | $ 7,500 | Allowance |
| | 3293 | Landscape allowance | $ - | None |
| | 3299 | Miscellaneous exterior improvements | $ - | None |
| | TOTAL EXTERIOR IMPROVEMENTS | | $ 259,013 | |
| | | | | |
| **330** | **UTILITIES** | | | |
| | 3311 | Water line-2" | $ - | In 3110 |
| | 3312 | Fire main-4" | $ - | In 3110 |
| | 3331 | Sewer line | $ - | In 2210 |
| | 3370 | Electrical services for UG and out bldgs | $ 49,350 | Jayhawk Power |
| | 3380 | Communication utilities-fiber conduit | $ - | In water trench |
| | 3399 | Miscellaneous utilities | $ - | None |
| | TOTAL UTILITIES | | $ 49,350 | |
| | | | | |
| | | | | |
| **BID SUMMARY** | | | | |
| | **SUBTOTAL-COST OF THE WORK (COTW)** | | $ 2,087,934 | |
| **400** | **GENERAL CONDITIONS** | | $ 90,343 | Not to exceed 4.5% of COTW |
| **500** | **CONTINGENCY** | | | |
| | 5001 | Contingency | $ 70,081.00 | |
| | | Subtotal with contingency | $ 2,248,358 | |
| **600** | **CONTRACTOR OH & P @ 3.5%** | | $ 78,693 | |
| | | Subtotal with OH & P | $ 2,327,051 | |
| **800** | **BONDS @ .94%** | | $ 21,874 | |
| | | | | |
| | **GMP FOR PHASE 1** | | **$ 2,348,925** | |

December 17, 2015

**"EXHIBIT A"**
**Douglas County Fairgrounds**
**Phase 1-GMP Cost Proposal**

| Div | Cost Category | Item Description | Total | Notes |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | **ALTERNATES** | | |
| | #1 | Meeting Hall-LED Light Fixtures | | |
| | | Electrical | $ 6,800 | |
| | | Subtotal | $ 6,800 | |
| | | Markups and Bond | $ 620.90 | |
| | | **TOTAL ADD** | **$ 7,421** | |
| | | | | |
| | | | | |
| | #2 | Meeting Hall-Bottle Filler at Water Fountain | | |
| | | Plumbing | $ 1,546 | |
| | | Subtotal | $ 1,546 | |
| | | Markups and Bond | $ 141 | |
| | | **TOTAL ADD** | **$ 1,687** | |
| | | | | |
| | | | | |
| | #5 | Meeting Hall-Zip System Sheathing & Tape | | |
| | | Rough Carpentry | $ 11,286 | |
| | | Subtotal | $ 11,286 | |
| | | Markups and Bond | $ 1,031 | |
| | | **TOTAL ADD** | **$ 12,317** | |
| | | | | |
| | | | | |
| | #6 | Meeting Hall-Lennox Equipment in lieu of Carrier | | |
| | | Mechanical | $ (4,327) | |
| | | Subtotal | $ (4,327) | |
| | | Markups and Bond | $ (395) | |
| | | **TOTAL DEDUCT** | **$ (4,722)** | |
| | | | | |
| | | | | |
| | #7 | North Parking Lot B-Permeable Pavers | | |
| | | Paving | $ 24,750 | |
| | | Subtotal | $ 24,750 | |
| | | Markups and Bond | $ 2,260 | |
| | | **TOTAL ADD** | **$ 27,010** | |