



COUNTY OF LEAVENWORTH

Department of Public Works



Leavenworth County Department of Public Works
23690 187th Street
Leavenworth, KS 66048

Notice of RFP

The Leavenworth County Department of Public Works is accepting RFP's for "On-Call Engineering Services."

Please submit sealed RFP proposals to the below address. The envelope must be clearly marked "On-Call Engineering Services".

Leavenworth County Clerk, Courthouse
300 Walnut Street, Suite 106
Leavenworth, KS 66048

All bids must be received no later than **Friday, November 1, 2024 at 10:00 a.m.** at which time they will be opened and read aloud.

To obtain a copy of the RFP notice they will be posted on the Leavenworth County website: www.leavenworthcounty.gov or you may come to the main office, Leavenworth County Courthouse, Public Works, 300 Walnut, Suite 007, Leavenworth, KS 66048 and pick up a copy. Questions regarding the bid specifications should be addressed to Bill Noll at 913-684-0470

The Leavenworth County Board of Commissioners has the right to refuse any and all bids and accept the best bid they feel is in the best interest of Leavenworth County.

REQUEST FOR PROPOSALS

Leavenworth County

LIST OF ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Submittal Checklist
- Attachment C – Consultant Actual Direct Hourly Salaries
- Attachment D – Sub-Consultant Actual Direct Hourly Salaries
- Attachment E – Consultant Multipliers and Fixed Fee
- Attachment F – Form for Designation of Subconsultants
- Attachment G – Disclosure of Government Positions
- Attachment H – Sample Agreement for Professional Services

I. STATEMENT OF PURPOSE

The Leavenworth County Public Works Department ("Leavenworth County" or "County") intends to engage the services of an engineering/consulting firm herein referred to as General Engineering Consultant ("GEC" or "Consultant") to act as County Engineer and provide on-call multidisciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County Planning and Zoning reviews and Leavenworth County Public Works. If approved by Leavenworth County’s Board of County Commissioners, the successful Proposer will execute a contract for the above-mentioned services. The Consultant must be able to deliver engineering services working in collaboration with internal Leavenworth County staff and external parties such as municipalities and other agencies.

Leavenworth County is seeking proposals from qualified firms to provide on-call general engineering consulting services for a three (3) year base term with two one-year option terms. It is anticipated that Leavenworth County will award a contract to one firm. Leavenworth County reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

II. PROCUREMENT TIMELINE

The following project timeline is provided for your scheduling information; however, it is subject to change at the discretion of Leavenworth County.

<u>Activity</u>	<u>Date</u>
RFP Issued.....	September 3 rd , 2024
Pre-Proposal Conference.....	October 1 st , 2024 @ 10 a.m.
Requests for Clarifications/Questions Due.....	October 18 th , 2024 @ 4 p.m.
Response to Clarifications/Questions	October 25 th , 2024
Proposals Due.....	November 1 st , 2024 @ 10 a.m.
Contract Award (tentative).....	December 4 th , 2024

III. Leavenworth County Public Works and Planning and Zoning

Leavenworth County Public Works and Planning and Zoning offices are located at 300 Walnut Street, Leavenworth, KS 66048. Leavenworth County is governed by a 5-member Board of County Commissioners representing the residents of each of their jurisdictional areas. Leavenworth County is the fifth largest county in the State of Kansas with a total population just over 80,000 residents and has had continuous growth over the past two decades.

Leavenworth County Public Works maintains 340 miles of paved roadway, 387 miles of gravel roadway, 17 miles of minimum maintenance roadway, 149 bridges, and 391 large culverts. The department consists of the six sub-departments including; Land Surveying, Project Engineering, GIS, Noxious Weed Control, FleetManagement, and the Road Department. The Public Works Department reviews all Planning and Zoning Applications for residential and commercial development.

The Leavenworth County Planning and Zoning department exists to create and maintain a desirable quality of life for all residents, protect our common environments, and to promote public health, safety, and welfare. This is achieved through the enforcement of the Zoning & Subdivision Regulations and the policies set forth in the Comprehensive Plan. Planning and Zoning staff function as advisors to the Planning Commission, the Board of Zoning Appeals and the Board of County Commissioners on issues pertaining to land use. These matters include: subdividing property, enforcement of the regulations, investigation of violations and complaints, issuance of special use permits, determination of legal non-conforming uses, variances from the regulations, rezoning requests and any other land use questions that may come before these bodies.

IV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held commencing promptly at **10:00 on October 1st, 2024** in the basement conference room at the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, KS 66048. Attendance is encouraged but is not mandatory.

The Pre-Proposal Conference will take approximately one hour. Members of Leavenworth County staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer, or that will otherwise clarify or modify the meaning or intent of this RFP, shall be submitted to Leavenworth County in writing as described in Section VI.

V. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication shall be directed to Bill Noll, Public Works Director. There shall be no communication with any other officer, direct employee, or agent of Leavenworth County, except as may be reasonably necessary to carry out the procedures specified in this RFP. Proposers and Proposers' representatives may not communicate with Leavenworth County's Board of County Commissioner members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of Leavenworth County during a public meeting.

If any person submitting a proposal is in doubt as to the true meaning of any part of this RFP, or if additional information is required, they shall submit a written request for information and clarification thereof.

Any questions and/or requests for clarification regarding this RFP shall be emailed to Bill Noll, at bnoll@leavenworthcounty.gov or via USPS to Leavenworth County Public Works, 300 Walnut Street, Suite 007, Leavenworth, KS 66048 for receipt no later than

4:00 p.m. on October 18th, 2024. Leavenworth County's reply to questions and/or requests for clarification will be posted to Leavenworth County's web site and to Drexel where the RFP is advertised (leavenworthcounty.gov) by **September 3rd, 2024.** It is the Proposer's responsibility to monitor the web site on a regular basis. Any modification to the RFP requirements will be by written Addenda only, issued by Leavenworth County, and will be posted on the Leavenworth County web site. Oral interpretations will not be binding on Leavenworth County or any Staff Member.

Proposers shall acknowledge the receipt of each individual addendum in their proposals in their cover letters.

VI. SUBMISSION OF PROPOSALS

A. Proposal Due Date

All Proposals must be received by Leavenworth County on **November 1st, 2024, no later than 10:00 AM,** at the Leavenworth County Clerk's Office, 300 Walnut Street, Leavenworth, KS 66048, Attention: Bill Noll, Director of Public Works. Proposals should include 7 paper copies of their proposal and an electronic transferable PDF file. Proposals received after this time or at any other location will not be accepted. If proposals are delivered in person, they should be delivered to the reception desk on the second floor. Please allow for additional time for screening and processing in the building lobby.

B. Proposal Submittal Checklist

Proposers shall use the checklist provided in Attachment B as a guide to ensure all required documentation is included in their Proposal.

C. Conflict of Interest

All prospective Proposers must first review the conflict of interest requirements contained in the solicitation documents before determining whether to submit a proposal. The requirements are contained in the following Sections:

- RFP, Section XIV.B
- Agreement for Professional Services Section 12.

VII. SCOPE OF SERVICES

A. General

The on-call services contract amount is estimated to be \$300,000-\$600,000 over the three-year base term not including any of the one-year option terms. Said services (the "Work") under the Agreement will be established as needed on an individual Work Order basis. There is no guaranteed minimum level of compensation. Leavenworth County reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

B. Scope of Services

Professional services to be provided by Consultant may include, but are not limited to the following tasks and activities:

1. Act as County Engineer
2. Engineering studies and development reviews for Planning and Zoning
3. Civil/site improvement designs and development reviews for Planning and Zoning
4. Traffic Engineering designs and development reviews
5. Environmental studies
6. Pavement studies or development reviews for Planning and Zoning
7. Construction Engineering reviews and site services
8. Floodplain modeling
9. Structural design and analysis
10. Constructability/bidability reviews
11. Other duties that may be offered should be listed in the proposal

The scope of services is described in more detail in Attachment A, Scope of Services, On-Call General Engineering Consultant Services.

The deliverables under this contract will be specified in detail as each Work Order is issued and authorized.

C. Potential Tasks:

Typical tasks that may be required of the Consultant include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation and review of conceptual engineering and project study reports
- Preparation and review of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of consultant submittals
- Evaluation of consultant's claims and dispute resolution assistance
- Defendant's expert witness in lawsuits against the County
- Other services to support the duties and function of the County's departments.

VIII. PERFORMANCE PERIOD

The term of this Agreement will be for a three (3) year base term with an option of two (2) one-year extension options, to be exercised at Leavenworth County's sole discretion. Work Orders can be issued against the Agreement any time during the base term or option years. At Leavenworth County's discretion, Work Orders will be issued either on a cost reimbursable (with a ceiling) plus fixed fee basis, or on a fixed price basis.

IX. PROPOSAL FORMAT

All Proposals shall have two components: the Technical Proposal and the Cost Proposal. All pricing information shall be submitted in the Cost Proposal in a separate sealed envelope marked confidential.

Proposers are directed to submit: (1) seven hard copies (one identified as original) and one electronic copy on a thumb drive/flash drive of their Technical Proposal in a separate sealed envelope; and (2) seven hard copies (both identified as original) and one electronic copy on a thumbdrive/flash drive of their Cost Proposal in a separate, sealed envelope and marked CONFIDENTIAL. Each envelope shall be clearly marked indicating the Proposer's name, RFP title, and Proposal type (i.e., Technical or Cost).

Whether mailed or personally delivered, proposals shall be addressed to:

Leavenworth County Clerk's Office

Attn: Bill Noll
300 Walnut Street
Leavenworth, KS 66048

A. Technical Proposal Requirements

Format – The Technical Proposal must follow the prescribed format to be accepted for evaluation. This format is to allow for uniform review of all proposals and simplification of the evaluation process.

The Technical Proposal shall be limited to 30 letter size pages, excluding resumes.

Content - All technical proposal responses must include all of the sections listed below and must address the requirements of each individual section, in order for a proposal to be accepted for evaluation.

1. Cover Letter
2. Firm Background
3. Relevant Experience
4. Key Personnel
5. Approach to Accomplishing Scope of Work
6. Designation of Subconsultants and Sub-bidders Report
7. Disclosure of Government Positions
8. Evidence of Ability to Provide Insurance
9. Exceptions to the Agreement (if any)

1. Cover Letter

The cover letter shall:

- (a) Identify the Request for Proposal number and proposal component and shall introduce the proposing firm(s) (prime consultant or joint venture), and its experience and capabilities to perform the required services.
- (b) The letter shall identify all subconsultants and individuals proposed for use in the performance of the required services.
- (c) The cover letter shall also identify the individual within the proposing organization who will respond to questions Leavenworth County may have regarding the Technical Proposal. This person's title, firm affiliation, phone number, e-mail address, and mailing address shall be included.
- (d) The cover letter shall state whether the Proposer has adequate resources to meet Leavenworth County's quality and schedule expectations and whether the terms contained in the Agreement are accepted (see Section XIV.A below) as proposed or with exceptions. Any exceptions should be clearly noted on a separate sheet and submitted with the proposal.

- (e) The letter shall be signed and dated by an authorized person of the firm submitting the proposal.
- (f) The cover letter shall also confirm that the Cost Proposal, included as part of this RFP, is a firm offer to Leavenworth County for 120 days from the submission deadline for the proposals.
- (g) The letter shall include a listing indicating the Addendum, by number of issue, which the Proposer has received.

2. Firm Background.

Proposer shall provide, at a minimum, the following information about the prime consultant or joint venture member firms, and any subconsultant firm or individuals on the team:

- Firm (or joint venture and joint venture member firms) name and business addresses, contact(s), including phone number, and e-mail address;
- Subconsultant firm(s) name and business addresses, contact(s), including phone number, and e-mail address;
- Individual consultant name and business address, phone number, and e-mail address;
- Year firm(s) was established (including former names and year established, if applicable); and
- Firm type/ownership and parent company, if applicable.
- Location of office from which work will be provided.

3. Firm's Relevant Experience

The Proposer shall provide a description of relevant prior project experience that exhibits the Proposer's capabilities to perform the required scope of services. This prior project experience shall be limited to a total of ten (10) project assignments (the same project may be cited for different assignments, if appropriate). No assignment shall have started before 2000. The Proposer shall provide, in tabular form, a summary of this relevant prior project experience with particular reference to the categories of services within the Detailed Scope of Services for Consultant.

The Proposer shall include in the Technical Proposal, a description of each relevant prior project assignment and a reference for each project.

The Proposer shall list any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

4. Key Personnel

The Proposer shall identify individuals proposed for assignment under this RFP and specify why each individual has been included. The Proposer shall provide a summary of the relevant experience of individuals proposed for assignment under this RFP with particular reference to the categories of services within the

Scope of Services.

5. Approach to Accomplishing Scope of Work

Proposers shall describe their approach to accomplishing the scope of work. This section should reflect the Proposer's knowledge and experience with the management and technical methodologies, standards and tools required to successfully manager and deliver services.

Describe innovative approaches that have been used in the execution of similar programs that will be advantageous and cost effective to Leavenworth County during performance under Work Orders.

6. Designation of Subconsultants and Sub-bidders Report

Proposers must describe whether they intend to subcontract any of the services required under this contract to any subconsultants.

Proposers shall cooperate with Leavenworth County in meeting its commitments and objectives with regards to ensuring non-discrimination in the award and administration of Leavenworth County contracts and shall use its best efforts to ensure that

barriers to participation of DBE firms do not exist.

7. Disclosure of Governmental Positions

Depending on the nature of the work performed, a consultant to Leavenworth County may be subject to the same conflict of interest prohibitions established by the Federal Highway Administration, KDOT, and Kansas law that govern Leavenworth County employees and officers. In order to analyze possible conflicts that might prevent a consultant from acting on behalf of Leavenworth County or other governmental entity prior to contract award, Leavenworth County requires that all prospective Proposers disclose in their proposals, any positions that they hold as directors, officers, appointees, or employees of any governmental or quasigovernmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Responses will be kept confidential to the extent permitted by law.

Therefore, each Proposer shall disclose whether any owner or employee of the firm currently hold positions as directors, officers, appointees, or employees of a governmental or quasigovernmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form" contained in Attachment G. Leavenworth County is responsible for retaining the certification records of the Consultant who is, in turn, responsible for keeping the disclosure forms of subconsultants/subcontractors.

8. Evidence of Ability to Provide Insurance

Provide evidence in the form of a letter or verification of insurance certificate from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in Article V of the sample Agreement for Services including, but not limited to professional liability, and worker's compensation coverage. The successful Proposer shall be required to provide

a certificate of insurance evidencing a thirty (30) day cancellation clause and the inclusion of the Board of County Commissioners, Leavenworth County, Kansas, its officers, commissions, agents and employees as additional insured's.

9. Exceptions to the Agreement

The selected Proposer will be required to execute an Agreement for Professional Services with Leavenworth County, which describes the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. This Agreement is shown in Attachment J. ***Submittal of a Proposal shall be deemed as acceptance of all the terms set forth in this RFP and the sample Agreement for Professional Services, unless Proposer includes with its proposal, in writing, any exceptions requested by the Proposer to the sample Agreement.***

B. Cost Proposal Requirements

Proposers are directed to submit their Cost Proposal, consisting of seven hard copies (both identified as original) and one electronic copy on a thumbdrive/flash drive, in a separate, sealed envelope and marked CONFIDENTIAL.

All proposal responses must include and address all of the sections listed below, for a proposal to be accepted for evaluation.

- (a) Cover Letter
- (b) Consultant's Direct Labor Costs.
- (c) Consultant's Indirect Cost Rates (overhead).
- (d) Proposed Fixed Fee

- (a) Cover Letter – The cover letter shall identify the Request for Proposal number and proposal component and shall identify the proposing organization (prime consultant or joint venture).
- (b) Consultant's Direct Labor Costs – Proposers shall include individual positions and include hourly salaries for each individual using the format contained in Attachment C, Consultant Actual Hourly Salaries. The salaries shall be exclusive of any burden or markups. Proposers shall provide the same data for all proposed subconsultants using the format contained in Attachment D, Sub Consultant Actual Hourly Salaries.
- (c) Consultant's Indirect Cost Rates (payroll, employee benefits, and overhead) – Proposer shall submit Indirect Cost Rates for home office, dedicated field office using the format contained in Attachment E, Consultant Multiplier and Fee.
- (d) Proposed Fixed Fee – Proposer shall submit its proposed fixed fee (profit), and the basis therefor.

X. PROPOSAL EVALUATION

Leavenworth County intends to award a Contract to the most qualified, responsible firm

submitting a responsive proposal. Proposals will be evaluated according to the following methodology.

A. Technical Proposal Evaluation Process

Proposals will first be evaluated as to responsiveness to the requirements of the Request for Proposal and responsibility of the Proposer. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. Proposals meeting these criteria will move to the second step in the technical evaluation process.

The Proposer's technical proposal will then be evaluated utilizing the criteria identified below. In ranking Proposals, Leavenworth County will consider the Proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). Leavenworth County will not assume that a Proposer possesses any capability unless such a capability is established by the proposal submittal.

The proposals will be evaluated and ranked based on the following factors, which are identified below.

Award Evaluation Factors

Points

Firm Qualifications –

45 points

Evaluation criteria for this category will include:

- a) Evaluation is based on the extent of directly related experience in performing engineering planning, engineering surveys, engineering designs, construction services and other services set forth in the Scope of Services for projects that are similar to the types of anticipated projects described in Section III and Attachment A.
- b) Past performance on contracts with government agencies, transit operators, KDOT, and private industry.
- c) References and record of completing similar work on schedule and within budget.
- d) Firm's proximity to Leavenworth County and knowledge of specific requirements of the County and the Cities in Leavenworth County.
- e) Required licenses necessary to perform the work set forth in this proposal. Resources and financial capacity to perform the work.

Key Personnel –

35 points

Evaluation criteria for this category will include:

- (a) The professional, technical and managerial qualifications and experience of personnel put forth in the proposal, including qualifications of proposed Project Manager and subconsultants.
- (b) Key staff knowledge and understanding of applicable regulations and codes and familiarity with local conditions relating to the Scope of Services.

Approach and Capacity –

20 points

Evaluation criteria for this category will include:

- a) The capacity to provide disciplines necessary for the work and the capacity to provide personnel
- b) Demonstrated ability and description of the approach and tools used to manage project timelines, budget, invoicing, coordination and communication.
- c) Approach to project management and client communications.

Total Possible Points**100 points**

Leavenworth County reserves the right to request additional information to clarify any Proposal. Following the initial review and screening of all Technical Proposals, Leavenworth County will have the option of scheduling interviews with one or more firms. The interview process may include the submission of additional information and/or participation in an oral interview with Leavenworth County staff and possibly one or more outside experts.

Leavenworth County requests that Proposers make themselves available, if asked, to participate in an interview, tentatively scheduled a future determined date in November of 2024, at Leavenworth County's Administrative Offices, 300 Walnut Street, Leavenworth, KS 66048. If an interview is requested, the Proposer shall be responsible for all costs related to the interview (travel, meals, lodging, etc.). Upon completion of review of the written submittals and interviews, if any, Leavenworth County will rank each firm in accordance with the criteria set forth above.

B. Cost Proposal Evaluation Process

After the Consultant ranking has been determined by Leavenworth County, Leavenworth County will open the cost proposal from the top-ranked firm only. Leavenworth County may accept the Proposal as presented or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, Leavenworth County will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, Leavenworth County may repeat the negotiations process with the next-highest ranked firm, or, at its sole discretion, Leavenworth County may reject all remaining proposals.

Leavenworth County reserves the right to accept or reject any or all Proposals received as a result of this solicitation, to negotiate with any qualified firm, to modify or cancel in part or in its entirety the RFP or to request revised Proposals if it is in the best interest of Leavenworth County to do so. Leavenworth County, however, may award a contract without negotiation, so Proposers are encouraged to submit their best offers and proposals.

XI. CONTRACT AWARD

Thereafter, the selection committee will make a recommendation for award of a contract to Leavenworth County's Board of County Commissioners. All Proposers will be notified of a recommended award, if there is one, by mail. No contract will be in force until execution and delivery of all required contract documents, and issuance of a written Notice-to-Proceed.

- XII. This solicitation does not commit Leavenworth County to award a contract. Leavenworth County reserves the right to waive informalities and irregularities in the proposals received. Leavenworth County reserves the right to accept or reject any or all proposals or to modify or cancel the RFP in part or in its entirety. OTHER**

REQUIREMENTS

A. Confidentiality

All responses to this RFP become property of Leavenworth County and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the Kansas Open Records Act. Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, or any other written communication between Leavenworth County and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that Leavenworth County withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the Kansas Open Records Act. **A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential.** Leavenworth County will not honor such designations and will disclose submittals so designated to the public.

If Proposer requests that Leavenworth County withhold from disclosure information identified as confidential, and Leavenworth County complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless Leavenworth County from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer's information), and pay any and all cost and expenses related to the withholding of Proposer's information. Proposer shall not make a claim, sue, or maintain any legal action against Leavenworth County or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer's information.

If Proposer does not request that Leavenworth County withhold from disclosure information identified as confidential, Leavenworth County shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to Leavenworth County.

B. Conflict of Interest

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of Leavenworth County is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under Kansas law during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

C. Leavenworth County Rights

Leavenworth County reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of Leavenworth County.

This RFP does not commit Leavenworth County to award an Agreement(s), to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. Leavenworth County reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to

Leavenworth County's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. Leavenworth County further reserves the right to reject all proposals and seek new proposals when Leavenworth County considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by Leavenworth County.

D. Non-Discrimination Assurance - Title VI of The Civil Rights Act

Consultant 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant 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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Consultant agrees to comply with all applicable state and federal anti-discrimination laws.

E. Access to Records and Reports

Consultant shall provide all authorized representatives of Leavenworth County, the State or County Auditor, and the Comptroller General of the United States access to any books, documents, papers and records of the Consultant which are directly pertinent to

this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Consultant also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Consultant agrees to maintain the same until Leavenworth County, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

END OF RFP

SCOPE OF SERVICES

ON-CALL GENERAL ENGINEERING CONSULTANT SERVICES

I. **General**

Role: Consultant shall provide on-call multi-disciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County's road system, maintenance facilities, and Planning and Zoning Department. The Work under the Agreement will be established as needed on an individual Work Order basis.

The Consultant shall function with overall guidance from Leavenworth County but will manage and control the day-to-day Work Order activities and deliverables.

Services: Professional services to be provided by Consultant under the Agreement and individual Work Orders may include, but may not limited to, the following tasks and activities:

1. Engineering studies and reviews (e.g., infrastructure assessment)
2. Civil/site improvement designs and reviews (e.g., pavement rehab)
3. Environmental studies
4. Electrical design
5. Architectural/space planning
6. Structural design and analysis
7. Constructability/bidability reviews
8. Project Cost Estimating

II. **List of potential Work Order Tasks**

Possible tasks that may be required of the Consultant in executing Work Order assignments include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of contractor submittals
- Evaluation of contractor's claims and dispute resolution assistance
- Defendant's expert witness in lawsuits against the County
- Other services to support the duties and function of the County's departments.

III. **Detailed Scope of Services for Consultant**

As assigned by individual Work Orders, Consultant will conduct categories of services as described below:

Engineering studies and reviews (e.g., infrastructure assessment)

Conduct and/or review engineering studies and assessments related to the roadway network and developer proposed road facilities, parking facilities, subdivision drainage, and any other Leavenworth County Planning and Zoning review process.

Civil/site improvement designs and Reviews

Typical civil site work may involve designs associated with pavement rehabilitation on the roadway, haul route, parking lot, and county facilities. Work may also include design of charging system infrastructure for electric vehicles at any facility.

Environmental studies

May include preparation of environmental studies, analysis, findings, and documentation as necessary to meet the requirements of KDHE or the EPA for proposed projects.

Architectural/space planning

Architectural and space planning for any administrative office buildings may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency and ease of use.

Structural design and analysis

Structural analysis may be needed to determine structural integrity in the installation of auxiliary equipment on buildings or in reconfiguring building spaces.

Constructability/Bidability Reviews

In conjunction with design of equipment or facilities, constructability/bidability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding.

Project Cost Estimating

Project cost estimating will be required in conjunction with design of equipment or facilities. These services may also be needed for feasibility analyses.

IV. Contract Deliverables

Specific contract deliverables will be set forth in each individual Work Order issued under this Agreement.

END OF ATTACHMENT A

**ATTACHMENT B
SUBMITTAL CHECKLIST**

The following checklist is provided as guide to ensure all required documentation is considered and/or included in Proposer's proposal:

- Proposers must submit seven hard copies (one identified as original and one copy) and one electronic copy on a thumb drive/flash drive of their Technical Proposal in a separate sealed envelope; Each Proposal shall be clearly marked indicating the Proposer's name, RFP number, and Proposal type (i.e., Technical). Whether mailed or personally delivered, proposals shall be addressed to: Leavenworth County Clerk's Office, Attn: On-Call Engineering Services Proposal, 300 Walnut Street, Leavenworth, KS 66048

Also, include the following:

Technical Proposal

- Table of Contents
- Cover Letter
- Letter or verification of insurance certificate from Proposer's carrier indicating acceptance of insurance requirements stated in sample Agreement
- Exceptions to Sample Agreement (Attachment H), if any
- Acknowledgment of Addenda, (if any)
- Attachment F – Form for Designation of Subconsultants
- Attachment G – Disclosure of Government Positions
- Attachment H – Sample Agreement

Cost Proposal

- Proposers must submit Seven hard copies (both identified as original) and one electronic copy on a thumbdrive/flash drive of their Cost Proposal in a separate, sealed envelope and marked CONFIDENTIAL. Each Proposal shall be clearly marked indicating the Proposer's name, RFP number, and Proposal type (i.e., Technical or Cost). Whether mailed or personally delivered, proposals shall be addressed to: Leavenworth County Clerks Office, Attn: On-Call Engineering Services Proposal, 300 Walnut Street, Leavenworth, KS 66048

Also, include the following:

- Cover Letter
- Consultant's Proposed Fees (profit)
- Attachment C – Consultant Actual Direct Hourly Salaries
- Attachment D – Subconsultant Actual Direct Hourly Salaries
- Attachment E – Consultant Multiplier and Fee

ATTACHMENT C

CONSULTANT ACTUAL DIRECT HOURLY SALARIES

Consultant: _____ Period: _____

PROPOSAL PRICING FORM	
Key Staff (Name and/or Title)	Rate per Hour
1.	
2.	
3.	
Other (including proposed subconsultants):	

ATTACHMENT D SUBCONSULTANT ACTUAL DIRECT HOURLY SALARIES

Consultant: _____ Period: _____

Individual	Classification	Rate per Hour

ATTACHMENT E CONSULTANT MULTIPLIER AND FEE

The Consultant's and Sub-Consultant's Multipliers and Fee shall be as shown below.
Proposers must submit separate pages for the prime contractor and any subcontractors.

Payroll Burden	_____ %
Employee Benefits	_____ %
Overhead	_____ %
Subcontractor Fixed Fee (Cannot exceed 2%)	_____ %
Prime Contractor Fixed Fee (Cannot exceed 6%)	_____ %

ATTACHMENT F

LIST OF SUBCONTRACTORS

Bidder's Name: _____
 Owner or Contact Person: _____
 Address: _____
 Phone: (_____) _____ Fax: (_____) _____

Title: _____
 Email address: _____

List the following information for all subcontractors/suppliers that provided a bid, quote or proposal to the Bidder.

Company Name/Address/Phone/FAX Owner's Name or Contact Person		Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies (if applicable)	Bid/Quote Accepted? (Yes/No)
1				
2				
3				
4				

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County. I certify that the information included on this form is complete and correct.

Signature of Owner or Authorized Representative

ATTACHMENT H

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made as of _____, 20___, between the County of Leavenworth, Kansas (hereinafter called the "County "), and XXXXXXXXX (hereinafter called the "Consultant").

WHEREAS, the County is in need of professional assistance from an engineering/consulting firm to act as County Engineer and provide on-call multidisciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County Planning and Zoning reviews and Leavenworth County Public Works. (hereinafter called the "Projects"); and

WHEREAS, the County has utilized the request for proposal (RFP) procedures for selection of a consultant found in Section 2.5 of the County Purchasing Policy in this consultant selection process; and

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the County desires the Consultant to perform, the professional services herein described; and

WHEREAS, the County has determined that, of those who responded to the County's solicitation, the Consultant is the best qualified to provide the professional services described herein.

NOW, THEREFORE, the County and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the County as set forth below.

ARTICLE I

Scope of Services

The Consultant shall provide for the County professional services listed in attached Exhibit A "Proposed Scope of Professional Services".

ARTICLE II

Compensation

The County shall pay the Consultant for services performed, as outlined in Article I, on an hourly rate. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum compensation listed in attached "Exhibit B: Estimate of Preliminary Engineering Fee" which includes total compensation limit and applicable hourly rate and reimbursable expense schedule. Such hourly rates include salary, benefits, overhead and profit due the Consultant.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the County's approval. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing,

reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the County a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The County shall pay the Consultant for all undisputed work performed by the Consultant within thirty days after receipt of such invoice. Should the County take exception to or dispute any portion of the certified invoice, the County shall communicate the details and nature of the dispute to the Consultant in writing within thirty days after receipt of the invoice.

ARTICLE III

Time

The terms of this agreement shall remain in force until XXXXXX, 2027. The contract may be extended for up to two (2), on-year periods at the sole option of the County. The Consultant agrees to complete the services outlined in each proposed assignment within the times listed in the proposal for such assignment. In absence of written direction to the contrary, receipt of the work order shall be the Consultant's Notice to proceed for the assignment. The proposed assignment time shall include reasonable review time by the County and other governmental agencies.

Solely at the discretion of the County, an extension in time may be granted to the Consultant for delays recognized by the County as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in writing and submitted to the County for review.

ARTICLE IV

County's Responsibilities

County shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the Projects, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps, which are furnished by the County.
3. Furnish design and County specific construction standards and details.
4. Review Consultant's draft submittals.
5. Sign and authorize permits required by all applicable regulatory agencies.
6. Attend design review meetings, prebid and preconstruction conferences, and construction meetings.

7. Procure easements necessary to complete the project.
8. Complete the additional responsibilities, if any, listed in Exhibit B "County's Additional Responsibilities".
9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs this project.
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet project requirements and KDOT's and County's design standards.
3. Indemnify and hold harmless the County, its officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is and only to the extent caused by a negligent act, error or omission of the Consultant, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
4. Maintain throughout the duration of this contract insurance in the following amounts that will protect the Consultant and the County from claims set forth below which may arise of out of or result from the Consultant's execution of the Project by Consultant or by any subcontractors or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable. The County shall be identified as an "additional named insured" and Consultant will, upon request of the County, furnish copy of certificate of insurance thereof:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident
Property Damage	\$1,000,000 each occurrence

The Consultant shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide County with certification thereof upon request.

6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the County shall so direct, the Consultant shall remove from the project any engineer, architect, surveyor, technician, project manager, geologist, appraiser or other person employed by the Consultant in connection with the work.
7. Consultant will exercise reasonable skill, care, and diligence in the performance of Consultant's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from County, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Project.

ARTICLE VI

Miscellaneous

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.
3. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of

changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

5. **Assignment.** Neither the Consultant nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
9. **Independent Consultant Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Consultant.
10. **Anti-Discrimination Clause:** Consultant 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military

or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant 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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Consultant agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Consultant who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority to Contract.** By signing this contract, the representative of Consultant thereby represents that such person is duly authorized by Consultant to execute this contract on behalf of Consultant and that Consultant agrees to be bound by the provisions thereof.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Consultant for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any Consultant or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Consultant refuses or fails to perform any of the

provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Consultant in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the County may withhold from amounts due the Consultant such sums as the County deems to be necessary to protect the County against loss caused by the Consultant because of the default.

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, and both the County and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Consultant is adjudged bankrupt or insolvent;
- If the Consultant makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Consultant or any of his property;
- If the Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If the Consultant repeatedly fails to supply sufficient services;
- If the Consultant disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The County shall pay the Consultant the following amounts:

All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Consultant for work not yet accepted by the County but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Consultant in connection with the work pursuant to this Agreement, shall be in the County.
20. **Availability of Records and Audit.** The Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Consultant agrees to make available at the offices of the County at all times during the period set

forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Consultant shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification.** Consultant shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Consultant's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

ARTICLE VII

Exhibits

The following Exhibits are attached to and made a part of this agreement:

1. Exhibit A. " Proposed Scope of Professional Services "
2. Exhibit B. "County's Additional Responsibilities"
3. Exhibit C. "Project Schedule"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

CONSULTANT

BY: _____
Jeff Culbertson, Chairman

BY: _____

ATTEST: _____
Janet Klasinski, County Clerk

Approved as to Form:

David VanParys, Sr. County Counselor

Exhibit A: Proposed Scope of Professional Services

I. General

Role: Consultant shall provide on-call multi-disciplinary engineering, design, architectural and construction management support services for various projects associated with Leavenworth County's road system, maintenance facilities, and Planning and Zoning Department. The Work under the Agreement will be established as needed on an individual Work Order basis.

The Consultant shall function with overall guidance from Leavenworth County but will manage and control the day-to-day Work Order activities and deliverables.

Services: Professional services to be provided by Consultant under the Agreement and individual Work Orders may include, but may not be limited to, the following tasks and activities:

1. Engineering studies and reviews (e.g., infrastructure assessment)
2. Civil/site improvement designs and reviews (e.g., pavement rehab)
3. Environmental studies
4. Electrical design
5. Architectural/space planning
6. Structural design and analysis
7. Constructability/bidability reviews
8. Project Cost Estimating

II. List of potential Work Order Tasks

Possible tasks that may be required of the Consultant in executing Work Order assignments include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of contractor submittals
- Evaluation of contractor's claims and dispute resolution assistance
- Defendant's expert witness in lawsuits against the County
- Other services to support the duties and function of the County's departments.

III. Detailed Scope of Services for Consultant

As assigned by individual Work Orders, Consultant will conduct categories of services as described below:

Engineering studies and reviews (e.g., infrastructure assessment)

Conduct and/or review engineering studies and assessments related to the roadway network and developer proposed road facilities, parking facilities, subdivision drainage, and any other Leavenworth County Planning and Zoning review process.

Civil/site improvement designs and Reviews

Typical civil site work may involve designs associated with pavement rehabilitation on the roadway, haul route, parking lot, and county facilities. Work may also include design of charging system infrastructure for electric vehicles at any facility.

Environmental studies

May include preparation of environmental studies, analysis, findings, and documentation as necessary to meet the requirements of KDHE or the EPA for proposed projects.

Architectural/space planning

Architectural and space planning for any administrative office buildings may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency and ease of use.

Structural design and analysis

Structural analysis may be needed to determine structural integrity in the installation of auxiliary equipment on buildings or in reconfiguring building spaces.

Constructability/Bidability Reviews

In conjunction with design of equipment or facilities, constructability/bidability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding.

Project Cost Estimating

Project cost estimating will be required in conjunction with design of equipment or facilities. These services may also be needed for feasibility analyses.

IV. Contract Deliverables

Specific contract deliverables will be set forth in each individual Work Order issued under this Agreement.

Exhibit B: County's Additional Responsibilities

Exhibit C: Project Schedule

Exhibit D. “Project Milestones”

Not Used

Exhibit E. Tax Clearance Certificate

Exhibit F. Certificate of Final Indirect Costs

Exhibit G. Policy Regarding Sexual Harassment