

We encourage everyone to view the meeting live via YouTube.

***Leavenworth County***  
***Board of County Commissioners***

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048

May 10, 2023

9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
  - a) National Police Week Proclamation
  - b) Child Care Provider Appreciation Day proclamation
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of the meeting of May 3, 2023
- b) Approval of the minutes of the work session of May 1, 2023
- c) Approval of the minutes of the work session of May 3, 2023
- d) Approval of the schedule for the week May 15, 2023
- e) Approval of the check register
- f) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to end the COVID-19 disaster declaration.
- b) Consider a motion to approve a KDOT agreement for construction engineering services by Finney and Turnipseed for bridge ST-100.
- c) Consider a motion to accept the bid from Dondlinger Construction for the E-48 bridge replacement project as part of the KDOT local bridge grant in an amount not to exceed \$439,513.00.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, May 8, 2023**

**Tuesday, May 9, 2023**

**Wednesday, May 10, 2023**

9:00 a.m. Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

**Thursday, May 11, 2023**

12:00 p.m. LCDC meeting

**Friday, May 12, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

## **Leavenworth Board of County Commissioners**

### **PROCLAMATION National Police Week**

**May 14 – 20, 2023**

To all Citizens of Leavenworth County, Greetings;

**Whereas**, in 1962 President John Kennedy set aside this week to pay tribute to the law enforcement officers of this nation, and to memorialize those who have fallen in the line of duty; and

**Whereas**, the Sheriff's deputies and their support staff in Leavenworth County work with courage and dedication to enforce the laws fairly, to reduce crime and violence, and in general to improve the quality of life for everyone in this community; and

**Whereas**, the dedicated men and women who have chosen law enforcement as a career often face unknown or extraordinary risk and danger in preserving our freedom and security; and

**Whereas**, these women and men are mothers and fathers, sisters and brothers, daughters and sons, and we give gratitude to their families for supporting them in their career; and

**Whereas**, employees of the Leavenworth County Sheriff's Office play a growing role as ones who promote harmony and mutual respect among citizens in an increasingly diverse population; and

**Whereas**, we wish to give everyone an opportunity to appreciate and thank the men and women of the Leavenworth County Sheriff's Office who dedicate their lives to public service.

**Now, therefore**, be it resolved that we, the Leavenworth County Board of County Commissioners, do hereby proclaim May 14 – 20, 2023 to be:

### **National Police Week**

in Leavenworth County and urge all citizens to participate fully in this observance.

In Witness Whereof, I have hereunto set my hand and affixed the seal of Leavenworth County this 10<sup>th</sup> day of May, 2023, in Leavenworth County, Kansas.

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Vicky Kaaz, Chairperson  
Leavenworth County Commission

Proclamation Declaring

May 12, 2023

Child Care Provider Appreciation Day

Leavenworth County, Kansas

**Whereas**, Kansas Department of Health and Environment and the Kansas Department for Children and Families and other organizations across the state and nation are recognizing childcare providers on this day; and

**Whereas**, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

**Whereas**, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of the nation's young children, families, and communities.

**Whereas**, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

**Whereas**, Leavenworth County recognizes that child care has been a lifeline for families, communities; and

**Whereas**, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

**Now therefore**, I, Vicky Kaaz, Chairperson of the Leavenworth County Commission, do hereby proclaim May 12, 2023 as

Child Care Provider Appreciation Day

in Leavenworth County and I urge all citizens to recognize Child Care Providers for their important work.

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Vicky Kaaz, BOCC Chairperson

\*\*\*\*\*May 3, 2023 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, May 3, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Counselor; John Jacobson, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services; Edd Hingula, Leavenworth City Commissioner; John Richmeier, Leavenworth Times

Residents: John Matthews, Cindy Lynch, Chip DeMoss, Eric Weslander, Joe Herring

**PUBLIC COMMENT:**

There were no public comments.

**ADMINISTRATIVE BUSINESS:**

Commissioner Kaaz read a proclamation recognizing Economic Development Week.

Commissioner Kaaz read a proclamation recognizing May as Mental Health Awareness Month.

The Board recognized the Register of Deeds office in leading the enrollment in property fraud alerts in all Kansas counties for two years in a row.

Commissioner Stieben reported on issues regarding the K-16 road closure.

Commissioner Stieben discussed SCR 1611 that deals with property taxes and inquired if the Board could send a letter of concern.

It was the consensus of the Board to have staff draft a letter of concern.

Commissioner Stieben mentioned the discussion with Tonganoxie on 222<sup>nd</sup> Street.

It was the consensus of the Board to schedule a work session to discuss 222<sup>nd</sup> Street.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, May 3, 2023 as presented.***

***Motion passed, 5-0.***

David Van Parys presented Resolution 2023-9, creating the formation of Fire District #2 rescinding Resolution 2023-6.

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to approve Resolution 2023-9, creating the formation of Fire District #2, rescinding Resolution 2023-6.***

***Motion passed, 5-0.***

Amy Allison presented Resolution 2023-7, a request for a special use permit for Rock Hard Yard Art.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve Resolution 2023-7, a special use permit for Rock Hard Yard Art located at 2624 Golden Road.***

***Motion passed, 5-0.***

Ms. Allison presented Resolution 2023-8, an amendment to Article 19 of the Leavenworth County Zoning and Subdivision Regulations.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve Resolution 2023-8, an amendment to Article 19 of the Leavenworth County Zoning and Subdivision Regulations removing discrepancies pertaining to public and private utilities.***

***Motion passed, 5-0.***

Ms. Allison presented Case Number DEV-23-047, a request for a temporary special use permit for Whiskey Ridge Event Center.

Commissioner Kaaz opened the public hearing.

No one spoke in opposition of the permit.

No one spoke in favor of the permit.

Commissioner Kaaz closed the public hearing.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve the applicant for Whiskey Ridge, LCC, Case Number DEV-23-047, for a temporary special use permit for two events to be conducted at 19051 Tonganoxie Drive, Tonganoxie, KS permit to be subject to the conditions set forth in the staff report and based upon the evaluation of the application by staff and that evaluation and findings incorporated into this motion. Further that this motion takes into account the applicable Golden Factors, specifically that the proposed use is compatible with the character of the neighborhood, provides economic benefit and gain to the area and will not detrimentally affect neighboring properties.***

***Motion passed, 5-0.***

Bill Noll requested approval of chemical dust control on a portion of George Road during the K-16 improvement project.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve chemical dust control for a portion of George Road during the K-16 safety improvement project through KDOT funding in the amount of \$19,609.00.***

***Motion passed, 5-0.***

Commissioner Mike Smith mentioned the Board attended a joint meeting with the city of Tonganoxie. He will attend the Lansing Mayor State of the City Address this Friday and the Lansing Fishing Derby is this Saturday. He reported that he and Commissioner Stieben attended the Kansas Association of Counties conference last week in Hayes.

Commissioner Doug Smith attended the Fairmount Township meeting, the JCAB meeting, the joint work session with the city of Tonganoxie and Law Day.

Commissioner Stieben held a Property Tax Task Force meeting and has been receiving call regarding the K-16 improvement project.

Commissioner Culbertson attended the Leavenworth City Commission meeting. He met with the new Deputy County Counselor to discuss enforcement on junk properties and the high-pressure gas line resolution.

Commissioner Kaaz attended the JCAB meeting, Law Day, the Gala of Hope, the KCATA Board meeting and reported this Friday is Night at the Races for CASA.

*A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to adjourn.*

*Motion passed, 5-0.*

The Board adjourned at 9:58 a.m.

Draft



\*\*\*\*\*May 1, 2023 \*\*\*\*\*

The Board of County Commissioners met in a work session on Monday, May 1, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Tom Cole, Economic Development Administrator

The Board held a joint work session with the Tonganoxie City Council to discuss projects and initiatives that included the roadways in the Industrial Park.

The work session ended at approximately 6:46 p.m.

Draft

\*\*\*\*\*May 3, 2023 \*\*\*\*\*

The Board of County Commissioners met in a work session on Wednesday, May 3, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator

The Board held a work session to discuss Juvenile Community Corrections.

Direction was given to staff to draft a document that formally separates the juvenile services of Atchison and Leavenworth Counties.

The Board ended the work session at 10:36 a.m.

Draft

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, May 15, 2023**

**Tuesday, May 16, 2023**

12:00 p.m.      LCPA meeting

**Wednesday, May 17, 2023**

9:00 a.m.      Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

**Thursday, May 18, 2023**

**Friday, May 19, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

START DATE: 04/29/2023 END DATE: 05/04/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	334106	103000 AP	05/04/2023	3-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00		
23989	CASA	CASA	334098	102994 AP	05/02/2023	3-001-5-29-203	PER 2023 LEAV CO BUDGET	17,500.00		
23989	CASA	CASA	334098	102994 AP	05/02/2023	3-001-5-29-203	PER 2023 LEAV CO BUDGET	17,500.00		
								*** VENDOR	23989 TOTAL	35,000.00
6390	DATA AXLE (POLK)	INFOUSA MARKETING, INC	334109	103003 AP	05/04/2023	3-001-5-49-301	POK DIRECTORY FOR ELECTIONS 13	535.00		
690	DEVLIN, KATHRYN	KATIE DEVLIN	334110	103004 AP	05/04/2023	3-001-5-11-202	REIM REGISTRATION, TVL NDAA 20	500.00		
690	DEVLIN, KATHRYN	KATIE DEVLIN	334110	103004 AP	05/04/2023	3-001-5-11-211	REIM REGISTRATION, TVL NDAA 20	669.25		
								*** VENDOR	690 TOTAL	1,169.25
86	EVERGY	EVERGY KANSAS CENTRAL INC	334099	102995 AP	05/02/2023	3-001-5-14-220	ELEC SVC COURTHOUSE	6,847.42		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334099	102995 AP	05/02/2023	3-001-5-32-392	ELEC SVC JUSTICE CENTER	18,538.13		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334099	102995 AP	05/02/2023	3-001-5-32-392	ELEC SVC KPL BUILDING	30.09		
								*** VENDOR	86 TOTAL	25,415.64
1011	FEDEX	FEDEX	334100	102996 AP	05/02/2023	3-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	38.91		
22605	HINCKLEY S	HINCKLEY SPRINGS	334115	103009 AP	05/04/2023	3-001-5-11-208	17137512660768 FILTRATION SYST	44.99		
236	INTERPRETERS	INTERPRETERS INC	334116	103010 AP	05/04/2023	3-001-5-19-221	DIST CT INTERPRETERS 419,4/21,	558.60		
537	LEAV TIMES	CHERRYROAD MEDIA INC	334120	103014 AP	05/04/2023	3-001-5-02-209	21272 PUBLICATIONS FOR FIRE DI	79.05		
537	LEAV TIMES	CHERRYROAD MEDIA INC	334120	103014 AP	05/04/2023	3-001-5-02-209	21272 PUBLICATIONS FOR FIRE DI	216.00		
								*** VENDOR	537 TOTAL	295.05
670	NICHOLS MICHAEL J	MICHAEL J NICHOLS PA ATTORNEY	334126	103020 AP	05/04/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
9759	PRICE CHOP	BALL'S FOOD STORES	334127	103021 AP	05/04/2023	3-001-5-19-205	DISTRICT COURT JURY SUPPLIES	32.45		
7098	QUILL CORP	QUILL CORP	334128	103022 AP	05/04/2023	3-001-5-01-301	6310540 BOCC AND COUNSELOR OFF	44.58		
7098	QUILL CORP	QUILL CORP	334128	103022 AP	05/04/2023	3-001-5-09-301	6310540 BOCC AND COUNSELOR OFF	35.87		
7098	QUILL CORP	QUILL CORP	334128	103022 AP	05/04/2023	3-001-5-09-301	6310540 BOCC AND COUNSELOR OFF	49.99		
								*** VENDOR	7098 TOTAL	130.44
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	334130	103024 AP	05/04/2023	3-001-5-01-205	KCCA CONF SALINA REIM TVL MEAL	355.01		
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	334130	103024 AP	05/04/2023	3-001-5-01-205	KCCA CONF SALINA REIM TVL MEAL	8.00		
42020	SMITH MICHAEL COMM	COMMISSIONER MIKE SMITH	334130	103024 AP	05/04/2023	3-001-5-01-205	KCCA CONF SALINA REIM TVL MEAL	24.76		
								*** VENDOR	42020 TOTAL	387.77
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	334101	102997 AP	05/02/2023	3-001-5-14-224	4825F7093 DEDUCTIBLES	8.00		
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	334101	102997 AP	05/02/2023	3-001-5-14-224	4825F7093 DEDUCTIBLES	56.00		
								*** VENDOR	608 TOTAL	64.00
651	USIC HOLDINGS	USIC HOLDING INC	334131	103025 AP	05/04/2023	3-001-5-18-213	LVCOKS01 APRIL LOCATE SERVICES	715.00		
2	WATER DEPT	WATER DEPT	334102	102998 AP	05/02/2023	3-001-5-05-215	WATER SVC EMS ADMIN (PT OF 14	73.02		
2	WATER DEPT	WATER DEPT	334102	102998 AP	05/02/2023	3-001-5-32-392	WATER SVC KPL BUILDING	15.60		
								*** VENDOR	2 TOTAL	88.62
100	WITNESS LIST									
								*** VENDOR	100 TOTAL	458.08

warrants by vendor

START DATE: 04/29/2023 END DATE: 05/04/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#			TOTAL FUND 001	70,933.80
2666	MISC REIMBURSEMENTS	DAN E WILEY	334123	103017 AP	05/04/2023	3-104-5-00-211	REIM TVL VETERANS COURT TRAINI	467.96	
								TOTAL FUND 104	467.96
21600	HEALTH/WIC	AETNA BETTER HEALTH OF KANSAS	334113	103007 AP	05/04/2023	3-108-5-00-216	OVERPAY CLAIM 23030E0118363	20.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	334118	103012 AP	05/04/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SERV	1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	334118	103012 AP	05/04/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SERV	1,800.00	
								*** VENDOR 1629 TOTAL	3,600.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334121	103015 AP	05/04/2023	3-108-5-00-301	OPK598_K PRINTER METER	59.68	
2666	MISC REIMBURSEMENTS	CHARITY MCDANIEL	334122	103016 AP	05/04/2023	3-108-5-00-211	PER DIEM - BILLING CONF MANHAT	26.00	
2	WATER DEPT	WATER DEPT	334102	102998 AP	05/02/2023	3-108-5-00-219	HEALTH/WIC WATER SVC (PT OF 14	54.78	
2	WATER DEPT	WATER DEPT	334102	102998 AP	05/02/2023	3-108-5-00-606	HEALTH/WIC WATER SVC (PT OF 14	18.25	
								*** VENDOR 2 TOTAL	73.03
								TOTAL FUND 108	3,778.71
24545	CDW GOVERN	CDW GOVERNMENT INC	334108	103002 AP	05/04/2023	3-115-5-00-409	3773122 UPS BATTERIES/UPS/CABL	4,845.26	
								TOTAL FUND 115	4,845.26
24545	CDW GOVERN	CDW GOVERNMENT INC	334108	103002 AP	05/04/2023	3-119-5-00-401	3773122 EPSON MULTI-PRINTERS (	3,002.84	
								TOTAL FUND 119	3,002.84
2621	CAFE	TERRY BOOKER	334107	103001 AP	05/04/2023	3-145-5-00-256	CO ON AGING MEALS RESERVED 4/1	13,175.50	
2621	CAFE	TERRY BOOKER	334107	103001 AP	05/04/2023	3-145-5-00-256	CO ON AGING MEALS RESERVED 4/1	12,902.50	
								*** VENDOR 2621 TOTAL	26,078.00
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	334112	103006 AP	05/04/2023	3-145-5-00-246	MAY UTILITY STIPEND	215.74	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	334112	103006 AP	05/04/2023	3-145-5-05-202	MAY UTILITY STIPEND	93.38	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	334112	103006 AP	05/04/2023	3-145-5-07-202	MAY UTILITY STIPEND	12.88	
								*** VENDOR 184 TOTAL	322.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	334114	103008 AP	05/04/2023	3-145-5-00-246	MAY UTILITY STIPEND	134.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	334114	103008 AP	05/04/2023	3-145-5-05-202	MAY UTILITY STIPEND	58.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	334114	103008 AP	05/04/2023	3-145-5-07-202	MAY UTILITY STIPEND	8.00	
								*** VENDOR 89 TOTAL	200.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-00-258	CO ON AGING - NOTARY INK STAMP	25.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-00-345	CO ON AGING C1 & C2 CONSUMABLE	133.39	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-00-345	CO ON AGING C1 & C2 CONSUMABLE	337.87	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-00-345	CO ON AGING C1 & C2 CONSUMABLE	25.88	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-00-345	CO ON AGING C1 & C2 CONSUMABLE	65.57	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-05-301	CO ON AGING C1 & C2 CONSUMABLE	57.73	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-05-301	CO ON AGING C1 & C2 CONSUMABLE	11.21	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-06-301	CO ON AGING C1 & C2 CONSUMABLE	76.79	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-06-301	CO ON AGING C1 & C2 CONSUMABLE	14.90	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-06-321	CO ON AGING C1 & C2 CONSUMABLE	51.19	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-06-321	CO ON AGING C1 & C2 CONSUMABLE	9.94	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-07-302	CO ON AGING C1 & C2 CONSUMABLE	7.96	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-07-302	CO ON AGING C1 & C2 CONSUMABLE	1.55	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-07-321	CO ON AGING C1 & C2 CONSUMABLE	46.07	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334119	103013 AP	05/04/2023	3-145-5-07-321	CO ON AGING C1 & C2 CONSUMABLE	8.95	
								*** VENDOR 4755 TOTAL	874.00
2666	MISC REIMBURSEMENTS	RANDY DAY	334124	103018 AP	05/04/2023	3-145-5-00-205	REIM MILEAGE - STAFF MTG, CPR	15.72	
2666	MISC REIMBURSEMENTS	RANDY DAY	334124	103018 AP	05/04/2023	3-145-5-00-205	REIM MILEAGE - STAFF MTG, CPR	15.72	
2666	MISC REIMBURSEMENTS	ROSE DAY	334125	103019 AP	05/04/2023	3-145-5-00-205	REIM MILEAGE CPR TRAINING,EVEN	15.72	

START DATE: 04/29/2023 END DATE: 05/04/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
2666	MISC REIMBURSEMENTS	ROSE DAY	334125	103019 AP	05/04/2023	3-145-5-00-205	REIM MILEAGE CPR TRAINING,EVEN		15.72	
								*** VENDOR	2666 TOTAL	62.88
								TOTAL FUND 145		27,536.88
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6917	RWD 1	RURAL WATER DIST #1	334129	103023 AP	05/04/2023	3-160-5-00-210	WATER METER SOLID WASTE STATIO		23.78	
								TOTAL FUND 160		23.78
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1737	AT&T-CAROL STREAM IL	AT&T	334105	102999 AP	05/04/2023	3-174-5-00-210	KDOT SITE BASEHOR		366.30	
1737	AT&T-CAROL STREAM IL	AT&T	334105	102999 AP	05/04/2023	3-174-5-00-210	KDOT SITE BASEHOR		436.78	
								*** VENDOR	1737 TOTAL	803.08
86	EVERGY	EVERGY KANSAS CENTRAL INC	334111	103005 AP	05/04/2023	3-174-5-00-210	ELEC SVC 3 TOWERS		543.92	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334111	103005 AP	05/04/2023	3-174-5-00-210	ELEC SVC 3 TOWERS		333.63	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334111	103005 AP	05/04/2023	3-174-5-00-210	ELEC SVC 3 TOWERS		188.04	
								*** VENDOR	86 TOTAL	1,065.59
6636	KANSAS GAS	KANSAS GAS SERVICE	334117	103011 AP	05/04/2023	3-174-5-00-210	510614745 2007004 82 GAS TRANS		78.15	
								TOTAL FUND 174		1,946.82
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86	EVERGY	EVERGY KANSAS CENTRAL INC	334099	102995 AP	05/02/2023	3-195-5-00-290	ELEC SVC COMMUNITY CORRECTIONS		337.81	
2	WATER DEPT	WATER DEPT	334102	102998 AP	05/02/2023	3-195-5-00-290	WATER SVC COMMUNITY CORRECTION		53.14	
								TOTAL FUND 195		390.95
								TOTAL ALL CHECKS		112,927.00

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

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001	GENERAL	70,933.80
104	DRUG PROSECUTOR'S FUND	467.96
108	COUNTY HEALTH	3,778.71
115	EQUIPMENT RESERVE	4,845.26
119	ROD TECHNOLOGY	3,002.84
145	COUNCIL ON AGING	27,536.88
160	SOLID WASTE MANAGEMENT	23.78
174	911	1,946.82
195	JUVENILE DETENTION	390.95
	TOTAL ALL FUNDS	112,927.00

**Consent Agenda 5/10/2023**  
**Checks 04/29-05/04**

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**Leavenworth County  
Request for Board Action**

**Date:** May 2<sup>nd</sup>, 2023

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Review:** Bill Noll, Reviewed

**Additional Reviews as needed:**

**Budget Review**  **Administrator Review**  **Legal Review**

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**Action Requested:** Approval of the KDOT agreement for Construction Engineering Services by Finney and Turnipseed for project 52C-5114-01 or local bridge number ST-100.

**Analysis:** This is a required element of the Off-System Bridge Grant for the replacement of the bridge. The county is responsible for 20% of the cost of the inspection services. The upper limit of the total fees, based upon KDOT working days, is \$112,517.

**Recommendation:** Approval.

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:**

\$26,000

**Additional Attachments:** KDOT Agreement



**AGREEMENT FOR  
FEDERAL-AID CONSTRUCTION ENGINEERING  
INSPECTION SERVICES BY CONSULTANT  
(COST PLUS NET FEE CE AGREEMENT)**

**CMS CONTRACT NO.** \_\_\_\_\_

**PROJECT NO. 52 C-5144-01  
STP-C514(401)  
LEAVENWORTH COUNTY, KANSAS**

**THIS AGREEMENT**, effective the date it is signed by the Secretary or the Secretary's designee, is by and between **Leavenworth County, Kansas**, ("LPA" or "Local Public Authority"), as principal, and the consulting engineering firm of **Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.**, ("Consultant"), and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT)**("Secretary".) The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

**RECITALS**

- A. The Secretary and the LPA previously executed an agreement (Agreement No. 420-21) related to this Project dated December 23, 2021, which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. The LPA desires to accomplish this Federal-Aid project, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by the USDOT.
- D. The LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it necessary to engage the professional services and assistance of a qualified consulting engineering firm to do the necessary Construction Engineering.
- E. The Consultant represents it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner.

- F. The Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below.
- G. The LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the Construction Engineering and allocation of costs for the Project.

**NOW, THEREFORE**, the Parties agree as follows:

## **ARTICLE I**

### **A. DEFINITIONS**

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction Contract”** means the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the Notice to Proceed, the change orders, and the supplemental agreements made after the Secretary awards the Construction Contract.
3. **“Construction Engineering” or “(CE)” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in **Specific Construction Provisions Attachment**.
4. **“Consultant”** means Finney & Turnipseed, Transportation & Civil Engineering, L.L.C., a Kansas corporation, with its place of business located at 610 SW 10<sup>th</sup> Street, Suite 200, Topeka, Kansas 66612, the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
5. **“Contract Documents” or “Documents”** means the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
6. **“Contractor”** means the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
7. **“District Construction Engineer”** means the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.
8. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
9. **“Field Engineer”** means the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer, or Construction Manager.

10. **“KDOT”** means the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
11. **“Local Public Authority” or “(LPA)”** means Leavenworth County, Kansas, and its authorized employees with its place of business located at 300 Walnut, Suite 7, Leavenworth, KS 66048-2765.
12. **“Manuals”** means the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, and on behalf of the FHWA, reasonably determines are not Participating Costs.
14. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
16. **“Plans”** mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
17. **“Project”** means Project No. 52 C-5144-01 consisting of 0.1 miles of bridge replacement of Bridge No. 00000000520070 located on Fairmont Road, 2.9 miles west of Fairmont, Kansas, over Little Stranger Creek in Leavenworth County, Kansas, and for which the LPA needs Construction Engineering Inspection Services.
18. **“Project Special Provisions”** means the documents that modify the Standard Specifications for a particular Project.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
20. **“Special Provisions”** means the documents that modify the Standard Specifications for all Projects.
21. **“Standard Specifications”** means the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

**B. RESPONSIBILITIES OF THE CONSULTANT, LPA, AND SECRETARY**

1. The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in the **Specific Construction Provisions Attachment**.
2. The Consultant shall furnish the Services, labor, materials, equipment, supplies, and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the Services.
3. The Consultant agrees to provide the Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for KDOT's program for the Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees Services shall be subject to review by KDOT at all times.
4. The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
5. The Consultant and/or LPA's principal contact with KDOT shall be with the Field Engineer in the construction field office.
6. The Consultant agrees the Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
7. The FHWA shall have the right to participate in all conferences and reviews.
8. The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
9. The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Services.
10. The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive, or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.

11. The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
12. The Project Engineer/Project Manager shall transmit all reports and paperwork to communicate and coordinate with the Field Engineer.
13. Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If, in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
14. In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
15. In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action. If no solution is reached, the Secretary may make a determination on the matter which shall be binding on all Parties.
16. If financial assistance provided under this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. By signature on this Agreement, the Consultant verifies that neither it nor its principals, [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Consultant should be unable to certify to the statements in this certification, the Consultant shall attach an explanation to this submitted Agreement. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
17. The Consultant and the LPA agree to maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

### **C. COORDINATION AND COOPERATION**

- (1) The Consultant shall cooperate fully with KDOT, LPA, local, state, and federal agencies including the FHWA, the general public, utilities, railroad companies, private consultants, and Contractors when so requested by KDOT. Such cooperation may include the Consultant's attendance at conferences.

### **D. MEETINGS AND CONFERENCES**

- (1) Conferences as may be necessary for the Services under this Agreement shall be scheduled between the Consultant, the LPA, and KDOT. These conferences may include an onsite review of the Project.

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

## **ARTICLE II**

### **A. GENERAL**

- (1) Written authority to proceed with the Services on any construction Project under this Agreement will be given to the Consultant by KDOT acting as the LPA's agent to the Consultant. Neither the LPA nor KDOT will be responsible for any Services performed by the Consultant prior to such authorization or liable for payment, therefore.
- (2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer, and the Consultant's Project Engineer/Project Manager, and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date, and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor, and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.
- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work which requires inspection is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.
- (5) This Agreement shall be considered completed upon notice of written release from KDOT unless previously terminated as provided in Article II, Section C.
- (6) Should KDOT deem it necessary for the Consultant to render additional Services for review of agreement items, conditions, claims, or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render requested Services.
- (7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT will notify the Consultant of the location, date, and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation, and related subjects.

**B. DELAYS AND EXTENSIONS**

- (1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and, when necessary, upon approval by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

**C. TERMINATION OF AGREEMENTS**

- (1) KDOT reserves the right to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice. In the event this Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms of this Agreement, and upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) In the event the Services of the Consultant are terminated by KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the Services performed or rendered and delivered to KDOT up to the time of termination. The value of the Services performed and rendered will be determined by KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Parties.
- (4) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Services, unless otherwise mutually agreed upon by the LPA, KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

**D. SUBLETTING OR ASSIGNMENT OF AGREEMENT**

- (1) The Consultant shall not sublet or assign all or any part of the Services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
- (2) All the applicable terms and all attachments of this Agreement shall be a part of the assignment and remain in force and are a condition to any Services approved to be sublet or assigned by KDOT.

### ARTICLE III

#### A. BASIS OF PAYMENT

- (1) The table below reflects the funding commitments of each Party under this Agreement. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction Engineering including \$11,971.67 net fee up to the upper compensation limit of \$112,517.41.
LPA	20% of Participating Costs of CE until Secretary's funding limit is reached.  100% of Participating Costs of CE after Secretary's funding limit is reached.  100% Non-Participating Construction Engineering Costs.

- (2) The Consultant will be paid as set forth in the **Specific Construction Provisions Attachment**. Payment shall be full compensation for Services performed or rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with a status of expenditures by sending the LPA a copy of each voucher submitted to KDOT for payment. The LPA copy shall be marked "For Information Only."
- (3) The Consultant will be paid for extra work, if any, at the compensation set forth in an approved supplement to this Agreement covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the **Specific Construction Provisions Attachment**.
- (4) The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate may be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments may be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
- (5) Should this Agreement contain more than one (1) construction Project, any and all invoices and the final statement shall itemize charges by individual Projects.
- (6) Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by KDOT, upon completion of the work under this Agreement and its acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other Documents required to be returned or to be furnished under this Agreement.
- (7) The terms governing compensation contained in this Agreement are to be read together with all applicable attachments, either attached hereto or incorporated by reference, including but not



limited to the **Specific Construction Provisions Attachment**. Any terms found to be in conflict shall be resolved by the Secretary.

## ARTICLE IV

### A. AUDIT

- (1) Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
- (2) Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA and the Consultant will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

### B. GENERAL

- (1) Written orders regarding the Services to be performed will be given by KDOT. Orders that do not change the scope of Services in this Agreement but increase or decrease the quantity of labor or materials or the expense of the Services shall not annul or void this Agreement.
- (2) The Consultant must proceed with the Services as directed by furnishing the necessary labor, equipment, materials, and professional Services to complete the Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
- (3) If in the Consultant's opinion such work orders involve Services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.
- (4) If in the Consultant's opinion such work orders would require the discarding or redoing of Services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.

- (5) Such notification by the Consultant to KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
- (6) KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Services for extra work upon prior written authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

## **ARTICLE V**

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

- (1) The Consultant agrees all Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.
- (2) The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from KDOT to the Consultant.

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

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

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

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

- (2) All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project.

**D. CERTIFICATION AGAINST CONTINGENT FEES**

- (1) The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. See **Certification Against Contingent Fees Attachment**.
- (2) For breach or violation of this warranty, KDOT, in consultation with the LPA, shall have the right to annul this Agreement without liability.

**E. CERTIFICATE REGARDING SEXUAL HARASSMENT**

- (1) The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which is attached to and made a part of this Agreement.

**F. CERTIFICATE OF COMPLIANCE WITH K.S.A. § 46-239(c)**

- (1) The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the **Certificate of Compliance Attachment**, which is attached to and made a part of this Agreement.

**G. CERTIFICATE REGARDING NO BOYCOTT OF ISRAEL**

- (1) If the total value of this Agreement exceeds \$100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel Attachment** will be included with this Agreement and be made a part thereof.

**H. AGREEMENT ITEMS**

- (1) The Consultant and KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans, as available, and the Agreement estimate, and other attachments as listed in the Index of Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

**I. ACCESS TO RECORDS**

- (1) The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, KDOT, and the FHWA all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials

available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to KDOT under this Agreement, and to furnish copies, if requested.

- (2) If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
- (3) The Consultant will maintain these materials at the Consultant's offices noted in the **Specific Construction Provisions Attachment**.

#### **J. LEGAL RELATIONS**

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Services under this Agreement.
- (3) The Consultant shall have the sole responsibility for accuracy and adequacy of the Services for the Project. Any review by KDOT of the Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Services for the Project. Any such oversight or review by KDOT is not done for the benefit of the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. KDOT makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Services or any other work performed by the Consultant or the LPA.
- (4) The Parties agree no third-party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

#### **K. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS**

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation, and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

#### **L. NEGLIGENCE ACTS, ERRORS, OR OMISSIONS**

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.

- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

**M. CONFLICT OF INTEREST**

- (1) The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.
- (2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

**N. CONTRACTUAL PROVISIONS ATTACHMENT**

- (1) The provisions found in the current version of **Contractual Provisions Attachment (DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

**O. HOLD HARMLESS CLAUSE**

- (1) To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.
- (2) To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Services to be performed hereunder.

**P. INCORPORATION OF DOCUMENTS**

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Attachments thereto, shall be as follows:

- a. All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.
- b. The Agreement, the Notice to Proceed, and all supplemental agreements shall be defined as the Agreement Documents.
- c. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA. They may be altered only by supplemental agreement.
- d. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant, or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement, and Notice to Proceed.

**Q. BINDING AGREEMENT**

- (1) It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

**R. BUY AMERICA COMPLIANCE**

- (1) The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

**S. PROHIBITED USE OF CERTAIN TECHNOLOGIES**

- (1) All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such

telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

**T. CERTIFICATION AGAINST FEDERAL LOBBYING**

- (1) If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

**U. COUNTERPARTS**

- (1) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**V. SEVERABILITY**

- (1) If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**W. CIVIL RIGHTS ACT**

- (1) The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

**RECOMMEND FOR APPROVAL:**

**LEAVENWORTH COUNTY,  
KANSAS:**

\_\_\_\_\_  
Leavenworth County Engineer

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

ATTEST:

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

\_\_\_\_\_  
Leavenworth County Clerk      (Date)

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

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

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



ATTEST:

**Finney & Turnipseed, Transportation & Civil  
Engineering, L.L.C.:**

BY   
Name Kerry Mattox

 5/2/2023  
Name Craig A. Mattox (Date)

TITLE Secretary

TITLE Principal

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_ Greg  
M. Schieber, P.E. (Date)  
Interim Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certification of Final Indirect Cost
- Certificate of Tax Clearance

\*Note – If left unchecked, then inapplicable.

## **SPECIFIC CONSTRUCTION PROVISIONS**

### **ARTICLE I        SCOPE OF SERVICES (CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT)**

#### **A.        THE CONSULTANT AGREES TO THE FOLLOWING:**

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
  - a. Progress Reports
  - b. Weekly statement of working days
  - c. Notice of change in construction status
  - d. Report of field inspection of material
  - e. Test report record
  - f. Contractor pay estimates
  - g. Pile driving data
  - h. Piling record
  - i. Final certification of materials
  - j. Explanation of quantity variation
  - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
  - a. Requests for partial and final payment
  - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

- (24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
    - 1. A revised list of benchmarks
    - 2. Location of government benchmarks
    - 3. Major changes in alignment
    - 4. Major changes in grade line
    - 5. Established references on cornerstones
    - 6. Major changes in location of drainage structures
    - 7. Major changes in flow-line of drainage structures
    - 8. Drainage structures added or deleted
    - 9. Any change of access control
  - b. Bridges
    - 1. Changes in stationing
    - 2. Changes in type, size or elevation of footings
    - 3. Changes in grade line

**B. THE SECRETARY AGREES TO THE FOLLOWING:**

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

**ARTICLE II PROSECUTION AND PROGRESS**

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2023 and be completed by 2024.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

### **ARTICLE III BASIS OF PAYMENT**

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of **\$11,971.67**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$112,517.41**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

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

- (1) The Field Engineer for KDOT will be Ryan Barrett, whose work address is 650 N. K-7 Highway and work telephone is 913-942-3050.
- (2) The Project Engineer/Project Manager for the Consultant will be Craig Mattox, Certification Number 426 (expiration date is 10/18/2024), whose work address is 610 SW 10<sup>th</sup> Street, Suite 200, Topeka, KS 66612 and work telephone is 785-235-2394.
- (3) The Chief Inspector for the Consultant will be Michael Mayer, Certification Number 3183 (expiration date is 6/9/2027), whose work address is 610 SW 10<sup>th</sup> Street, Suite 200, Topeka, KS 66612 and work telephone is 785-235-2394.
- (4) The contact person for the LPA will be Bill Noll whose work address is 300 Walnut, Suite 7 and work telephone is 913-684-0170.

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

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 610 SW 10<sup>th</sup> Street, Suite 200, Topeka, KS 66612, for a period of three (3) years following final Agreement payment.

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY  
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR  
CIVIL JUDGMENTS

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By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

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Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

Address: 610 SW 10<sup>th</sup> Street, Suite 200

City/State/Zip: Topeka, Kansas 66612

Authorized Company Official's Name and Title: Craig A. Mattox, Principal  
(Typed or Printed)

Signature of Authorized Representative:  5/2/2023  
(Date)



CERTIFICATION OF CONTRACTOR

I hereby certify that I am Craig A. Mattox, Principal and duly authorized representative of Finney & Turnipseed, Tr. & CE, L.L.C. (CONTRACTOR) and that neither I nor the above agency I here represent has:


- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

5/2/2023

(Date)

  
Name: Craig A. Mattox

Title: Principal

## Policy Regarding Sexual Harassment

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

### Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

Contractor Name (Type or Print)

By:

  
Signature

Craig A. Mattox  
Printed Name

Principal  
Title

5/2/2023  
Date

**KANSAS DEPARTMENT OF TRANSPORTATION**

**SPECIAL ATTACHMENT**

**CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)**

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

\_\_\_\_\_ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name \_\_\_\_\_

Business phone \_\_\_\_\_

Address (Street, City, State, Zip Code)

\_\_\_\_\_

\_\_\_\_\_

**Purpose of Employment:** \_\_\_\_\_

**Method of determining compensation:** \_\_\_\_\_

**or**

  X   No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By:  \_\_\_\_\_

Date: 5/2/2023

Contract/  
Project No: 52 C-5144-01  
\_\_\_\_\_  
(if applicable)

County: Leavenworth  
\_\_\_\_\_  
(if applicable)

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

  
\_\_\_\_\_  
Signature, Title of Contractor                      Principal

\_\_\_\_\_  
Date                      5/2/2023

\_\_\_\_\_  
Craig A. Mattox  
Printed

Finney & Turnipseed  
Transportation & Civil Engineering, L.L.C.  
\_\_\_\_\_  
Name of Company

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and 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 contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. Campaign Contributions / Lobby Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Certification -- Federal Funds -- Lobbying  
Required Contract Provision**

Definitions

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

Explanation

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

**Note:** If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

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

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

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

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

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

5/2/2023

(Date)

By:

  
\_\_\_\_\_  
Craig A. Mattox, Principal

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

**CLARIFICATION**

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any



subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**Special Attachment No. 4**

Updated: 15-Feb-23 04:08 PM

Listing of Inspection Staff for Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

The following list of personnel are available to perform the work on Project 52\_C-5144-01 when required.

**Certification and Expiration Dates**

Name	Cert. No.	INSPECTION							TESTING									
		BI	API	CPI	STR	PDI	DSI	CSW	AGF	AGL	ACI CF	HCP	PO	SF	SOF	NUC	QC/QA ASPHALT	QC/QA CONCRETE/CTB
Joseph Harrington	3999	1/3/27	2/3/27	2/3/27	2/3/27				03/31/27		11/03/27				03/03/26		06/21/27	
Craig Mattox	426	10/18/24	10/18/24	10/18/24	10/18/24	12/4/23	06/21/27				04/07/27							
Michael Mayer	3183	6/9/27	6/9/27	6/9/27	6/9/27	12/4/23		4/30/2023			11/04/26	12/02/24			01/31/24			
Kip McNorton	1069	12/14/23	12/14/23	12/14/23	12/14/23													
Timothy Reed	1421	12/14/23	12/14/23	12/14/23	12/14/23						03/01/25							
Andrew Stuewe	1903	10/18/24	10/18/24	10/18/24	10/18/24	12/4/23	12/4/2023	4/30/2023			11/08/24							
Rodney Didier	4729										04/07/27							
Joshua Mattox	5224	1/27/27	1/30/23	1/30/23	1/30/23				02/13/24		11/3/27	01/24/24			12/06/23			

## WORK ESTIMATE

### Cost plus Net Fee

**Work Scope Defined by Project Plans**

**Date:** 2/15/2023

Consultant's Name Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. Project No. 52 C-5144-01

Mailing Address 610 SW 10th Street, Suite 200  
Topeka, Ks. 66612 County/City Leavenworth

Working Days 100

Consultant's Agreement No. \_\_\_\_\_

Work Estimate No. \_\_\_\_\_ CMS Contract No. \_\_\_\_\_

Project Location Fairmount Road over Little Stranger Creek Bridge

Name of Project Eng/Manager Craig Mattox Phone Number 785-235-2394

Name of Chief Inspector Michael Mayer Phone Number 785-235-2394

1. Pre-construction and preparation	Principal/Manager	8 @	\$95.00 =	\$760.00
	Engineer B	@	\$50.00 =	\$0.00
	Engineer C	@	\$41.50 =	\$0.00
	Techn(s)	40 @	\$31.50 =	<u>\$1,260.00</u>
Subtotal				<u>\$2,020.00</u>

2. Field Inspection daily contract documents	Principal/Manager	16 @	\$95.00 =	\$1,520.00
	Engineer B	64 @	\$50.00 =	\$3,200.00
	Engineer C	64 @	\$41.50 =	\$2,656.00
	Techn(s)	1100 @	\$31.50 =	<u>\$34,650.00</u>
Subtotal				<u>\$42,026.00</u>

3. On-site Testing	Principal/Manager	@	\$95.00 =	\$0.00
	Engineer B	@	\$50.00 =	\$0.00
	Engineer C	40 @	\$41.50 =	\$1,660.00
	Techn(s)	80 @	\$31.50 =	<u>\$2,520.00</u>
Subtotal				<u>\$4,180.00</u>

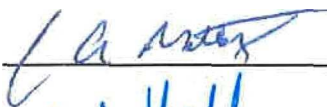
4. Surveying	Principal/Manager	@	\$95.00 =	\$0.00
	Engineer B	@	\$50.00 =	\$0.00
	Engineer C	@	\$41.50 =	\$0.00
	Techn(s)	@	\$31.50 =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>

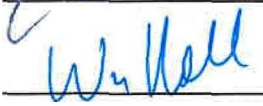
5. Final Paper Preparation	Principal/Manager	@	\$95.00 =	\$0.00
	Engineer B	40 @	\$50.00 =	\$2,000.00
	Engineer C	@	\$41.50 =	\$0.00
	Techn(s)	160 @	\$31.50 =	<u>\$5,040.00</u>
Subtotal				<u>\$7,040.00</u>

Total Direct Payroll Costs \$53,246.00

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Principal/Manager	<u>24 @</u>	<u>\$95.00</u> —	\$2,280.00
Engineer B	<u>104 @</u>	<u>\$50.00</u> =	\$5,200.00
Engineer D	<u>104 @</u>	<u>\$41.50</u> —	\$4,316.00
Techn(s)	<u>1380 @</u>	<u>\$31.50</u> =	\$43,470.00
<b>Total</b>	<b>1612</b>		
Total Direct Payroll Costs			\$55,266.00
B. Salary Related Overhead	6663%		\$36,823.74
C. Total Payroll plus Overhead			\$92,089.74
D. Net Fee			\$11,971.67
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	_____ Days @ _____ =		\$0.00
Mileage	_____ miles @ \$0.00/mile		
Auto	<u>J3600 @</u>	<u>\$0.585</u>	\$7,956.00
Pickup	_____	_____	\$0.00
Postage & Telephone	_____	_____	\$0.00
Testing Laboratory or Consulting Firm to Assist (CFS Geotechnical) (Aggregate Gradations,	<u>2 @</u>	<u>\$250.00</u>	\$500.00
Equipment Rental (Details \$500 +)	_____	_____	\$0.00
Total Other Direct EXPenses			<u>\$8,456.00</u>
TOTAL COST PLUS NET FEE ESTIMATE			<u>\$112,517.41</u>

Consultant Representative  Date 2/15/2023

LPA Authorized Representative  Date 2/13

Approving KDOT Representative \_\_\_\_\_ Date \_\_\_\_\_

**Certification of Final Indirect Costs**

Firm Name: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

Indirect Cost Rate Proposal: 66.63%

Date of Proposal Preparation (mm/dd/yyyy): 2/15/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

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

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

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

Signature:  \_\_\_\_\_

Name of Certifying Official (Print): Craig A. Mattox

Title: Principal

Date of Certification (mm/dd/yyyy): 2/15/2023



Lauza Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Finney and Turnipseed

ISSUE DATE  
02/07/2023

TRANSACTION ID  
TKBK-455T-AFSE

CONFIRMATION NUMBER  
CFY7-MBPJ-5RG7

TAX CLEARANCE VALID THROUGH **05/08/2023**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*

# Leavenworth County Request for Board Action

**Date:** May 2<sup>nd</sup>, 2023

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *B. Noll*

## Additional Reviews as needed:

**Budget Review**  **Administrator Review**  **Legal Review**

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**Action Requested:** Accept the low bid from Dondlinger Construction for the E-48 Bridge Replacement project as part of the KDOT Local Bridge Grant.

**Recommendation:** Select and approve the low bid for the E-48 Bridge Replacement Project construction.

## **Analysis:**

The construction bids for E-48 Bridge Replacement on 255<sup>th</sup> Street were competitive with three bidders and the low bid was below the engineer's estimate of \$438,453.50. Low Bid of \$418,513.50 was submitted by Dondlinger & Sons Construction of Wichita, KS. Reece Construction submitted a bid of \$460,723.23. Ebert Construction submitted a bid of \$463,228.63.

Bid Tab Attached.

Dondlinger Bid Price: \$418,513.50  
+ ~5% Contingency: \$21,000  
Total Amount Request: \$439,513.50

KDOT will be reimbursing the county for the project \$150,000. The county cost after reimbursement will be \$289,513. This replacement bridge has concrete headwalls and a steel deck. Inflation did not hit this project as hard as the previous project that was opened last month. The CIP had a projected cost of \$450,000. We will be using the excess funds for the ST-100 project.

**Alternatives:** Table, Deny, Approve

## **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds – ARPA Funds (172 Funds)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

## **Total Amount Requested:**

Contract Selection not to exceed \$439,513

## **Additional Attachments:**

E-48 Bridge Construction Project contractor bid tab & summary.



**COUNTY OF LEAVENWORTH  
E-48 BRIDGE REPLACEMENT PROJECT BID TABS**



No.	Item Description	Unit	Quantity	Engineer's Estimate Finney Turnipseed		Dondlinger & Sons Construction Co., Inc.		Reece Construction Co., Inc		Ebert Construction Co., Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
<b>Road Items</b>											
1	Contractor Construction Staking	LS	1	\$ 2,000.00	\$2,000.00	\$5,600.00	\$5,600.00	\$5,600.00	\$5,600.00	\$ 5,600.00	\$5,600.00
2	Mobilization	LS	1	\$ 25,000.00	\$25,000.00	\$41,000.00	\$41,000.00	\$43,911.61	\$43,911.61	\$ 64,460.42	\$64,460.42
3	Removal of Existing Structures	LS	1	\$ 10,000.00	\$10,000.00	\$8,200.00	\$8,200.00	\$10,944.00	\$10,944.00	\$ 19,913.28	\$19,913.28
4	Clearing and Grubbing	LS	1	\$ 5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$6,240.00	\$6,240.00	\$ 22,187.13	\$22,187.13
5	Common Excavation (Rural Small)	CY	370	\$ 15.00	\$5,550.00	\$19.00	\$7,030.00	\$69.60	\$25,752.00	\$ 12.66	\$4,684.20
6	Compaction of Earthwork (Type A)(MR-5-5)	CY	20	\$ 3.00	\$60.00	\$2.00	\$40.00	\$60.00	\$1,200.00	\$ 3.57	\$71.40
7	Aggregate Ditch Lining (6")	TON	62	\$ 65.00	\$4,030.00	\$90.00	\$5,580.00	\$82.20	\$5,096.40	\$ 60.27	\$3,736.74
8	Fence (Barbed Wire) (Temporary)	LF	481	\$ 12.50	\$6,012.50	\$11.50	\$5,531.50	\$5.76	\$2,770.56	\$ 19.72	\$9,485.32
9	Temporary Fertilizer (15-30-15)	LB	1	\$ 25.00	\$25.00	\$5.00	\$5.00	\$25.00	\$25.00	\$ 1.52	\$1.52
10	Soil Erosion Mix	LB	0.55	\$ 30.00	\$16.50	\$70.00	\$38.50	\$50.00	\$27.50	\$ 117.48	\$64.61
11	Erosion Control (Class 1, Type C)	SY	26	\$ 4.00	\$104.00	\$10.00	\$260.00	\$10.00	\$260.00	\$ 2.73	\$70.98
12	Biodegradable Log (20")	LF	56	\$ 7.00	\$392.00	\$15.00	\$840.00	\$15.00	\$840.00	\$ 6.41	\$358.96
13	18" Filter Sock	LF	42	\$ 10.50	\$441.00	\$50.00	\$2,100.00	\$25.00	\$1,050.00	\$ 12.22	\$513.24
14	Silt Fence	LF	42	\$ 2.25	\$94.50	\$7.00	\$294.00	\$10.00	\$420.00	\$ 3.35	\$140.70
15	Seeding	LS	1	\$ 7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$ 5,086.26	\$5,086.26
16	Signing Object Marker (Type 3)	EA	4	\$ 200.00	\$800.00	\$145.00	\$580.00	\$145.00	\$580.00	\$ 315.00	\$1,260.00
17	Traffic Control	LS	1	\$ 7,500.00	\$7,500.00	\$5,440.00	\$5,440.00	\$5,440.00	\$5,440.00	\$ 5,500.00	\$5,500.00
18	Surfacing Material (AB-3)	TON	79	\$ 40.00	\$3,160.00	\$50.00	\$3,950.00	\$39.90	\$3,152.10	\$ 35.66	\$2,817.14
<b>Bridge Items</b>											
19	Class III Excavation	CY	186	\$ 60.00	\$11,160.00	\$25.00	\$4,650.00	\$33.61	\$6,251.46	\$ 62.19	\$11,567.34
20	Concrete Grade 4.0 (AE)(SW)	CY	78.1	\$ 1,200.00	\$93,720.00	\$1,000.00	\$78,100.00	\$1,324.38	\$103,434.08	\$ 1,158.45	\$90,474.95
21	Reinforcing Steel (Gr. 60)(Epoxy Coated)	LB	14270	\$ 3.00	\$42,810.00	\$2.50	\$35,675.00	\$1.98	\$28,254.60	\$ 2.09	\$29,824.30
22	Structural Steel - A709 Gr. 50W	LB	7180	\$ 4.00	\$28,720.00	\$4.50	\$32,310.00	\$2.41	\$17,303.80	\$ 1.97	\$14,144.60
23	Structural Steel - M270 Gr. 50WT2	LB	31750	\$ 4.00	\$127,000.00	\$3.10	\$98,425.00	\$3.17	\$100,647.50	\$ 2.73	\$86,677.50
24	Elastomeric Bearing Pad	EA	12	\$ 200.00	\$2,400.00	\$300.00	\$3,600.00	\$61.69	\$740.28	\$ 341.53	\$4,098.36
25	Pile (Steel)(HP10x42)	LF	136	\$ 53.00	\$7,208.00	\$100.00	\$13,600.00	\$111.61	\$15,178.96	\$ 66.75	\$9,078.00
26	Predrilled Pile Holes	LF	48	\$ 200.00	\$9,600.00	\$360.00	\$17,280.00	\$252.82	\$12,135.36	\$ 278.41	\$13,363.68
27	Cast Steel Pile Points	EA	8	\$ 250.00	\$2,000.00	\$120.00	\$960.00	\$336.54	\$2,692.32	\$ 257.53	\$2,060.24
28	Bridge Handrail (Metal)	LF	112.5	\$ 110.00	\$12,375.00	\$125.00	\$14,062.50	\$135.48	\$15,241.50	\$ 123.13	\$13,852.13
29	Slope Protection (Riprap Stone)	CY	317	\$ 75.00	\$23,775.00	\$86.00	\$27,262.00	\$132.60	\$42,034.20	\$ 132.92	\$42,135.64
<b>TOTAL</b>					<b>\$438,453.50</b>		<b>\$418,513.50</b>		<b>\$460,723.23</b>		<b>\$463,228.63</b>

No discrepancies found.