

# Agenda

## Basehor City Council Work Session

August 5, 2013 7:00 p.m.  
Basehor City Hall



1. GIS Wastewater System Mapping
2. Annual Pavement Management Program
3. Resolution 2013-16 - Wolf Creek Parkway Construction Inspection Agreement
4. Ordinance 585 Amendment – K.S.A 15-204
5. Ordinance 631 – Standard Traffic Ordinance
6. Ordinance 632 – Uniform Public Offense Code
7. Resolution 2013-15 – Designation of City Depositories

*Per K.S.A. 75-438 the City Council Meeting agenda is available for review at Basehor City Hall, 2620 North 155<sup>th</sup>*

# CITY OF BASEHOR

## Agenda Item Cover Sheet

**Topic:** Consideration of GIS Mapping Proposal

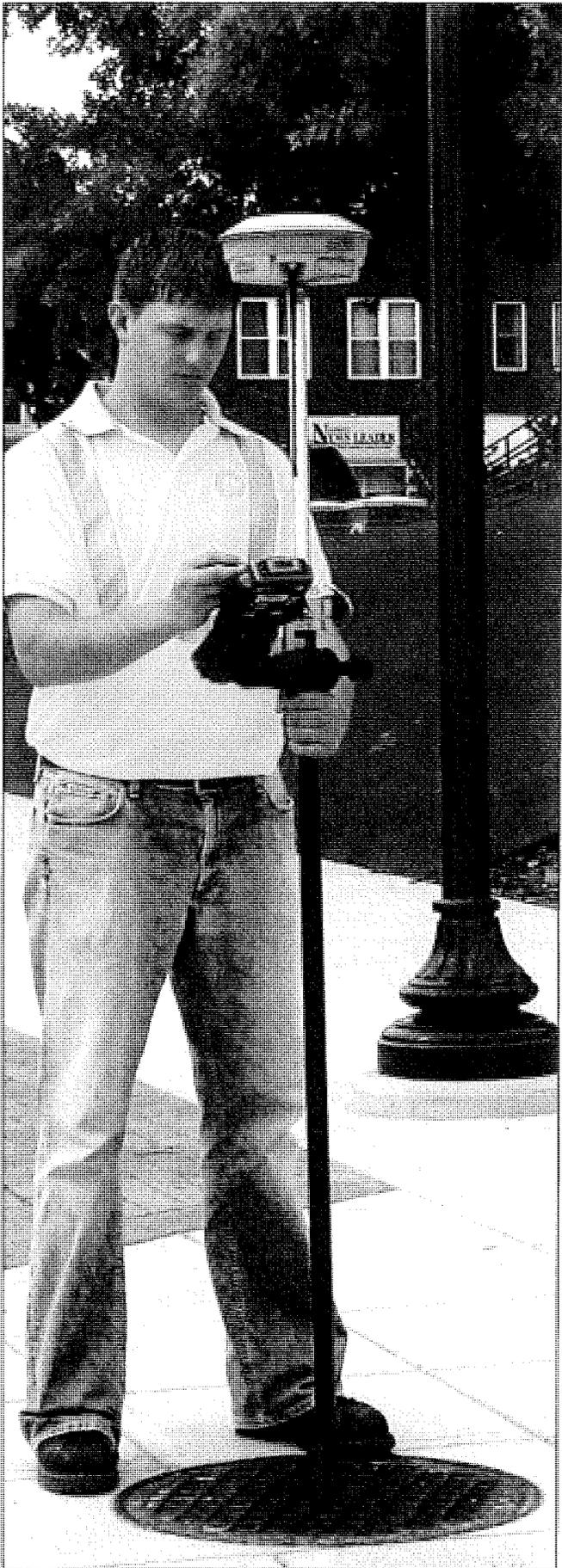
**Action Requested:** Discuss the options related to GIS mapping of the City's Sewer Infrastructure

**Narrative:** I have been working with Midland GIS Solutions on the possibilities of providing a data base format of the cities internal sewer infrastructure. This proposal could also provide a system that would allow any or all information being discussed in the comprehensive plan, PMP, PCI, CIP, Trail Systems, as well as any other items we felt deemed necessary to add. This system would be compatible with Leavenworth Counties GIS system as well as the City of Lansing's new system be formatted currently.

**Presented by:** Gene Myracle, City Superintendent  
Erin Allen, Midland GIS Solutions

**Attachments:** Midland GIS Solutions proposal packet with cost estimate.

**Projector needed for this presentation:** Yes



# Integrity™

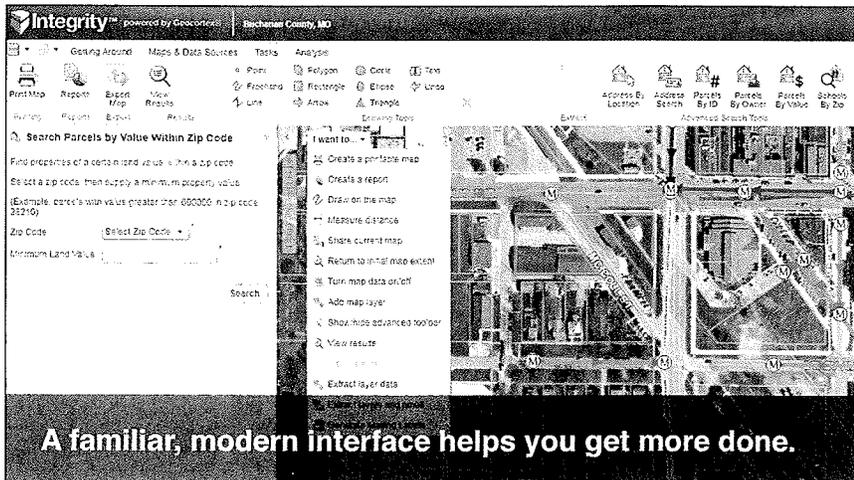
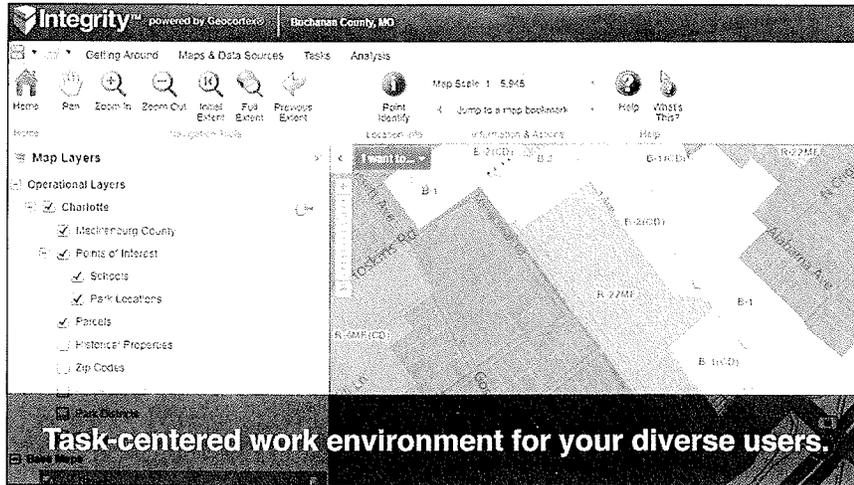
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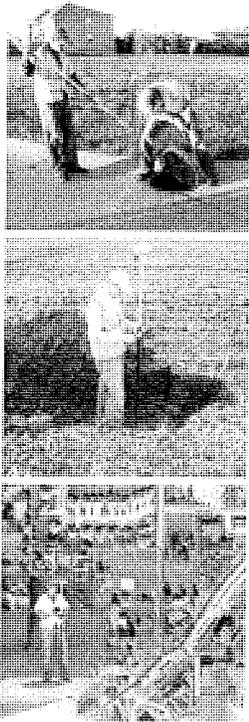
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## ***Sanitary Sewer GIS Proposal***

# **City of Basehor, KS**

**Submitted by:** Midland GIS Solutions

**Purpose :::** To provide the City of Basehor, KS with GPS data collection, inspection and GIS Services for their sanitary sewer network.



**Gene Myracle**

City of Basehor  
2620 N 155th  
Basehor, KS 66007

***Dear Gene,***

Midland GIS Solutions respectfully submits our qualifications to the City of Basehor, KS to provide professional GPS and GIS mapping services. Midland GIS stands ready to assist the City in their efforts to successfully implement a GIS program for their sanitary sewer utility network.

Midland GIS Solutions proposes developing a comprehensive GIS program for Basehor for use in maintaining and managing their utility infrastructure assets. The following characteristics make Midland GIS Solutions uniquely capable of overseeing this project for Basehor:

- Midland GIS offers complete utility asset management solutions, from accurate GPS data collection and GIS mapping to web-based GIS solutions with editing capabilities for easy and efficient system maintenance.
- Midland GIS Solutions has provided GPS and GIS services to more than 85 cities and utilities in the Midwest. Our dedicated field staff has ***GPS located hundreds of thousands of utility assets*** for seamless GIS integration for use in utility maintenance, daily workflow management and engineering models.
- Midland GIS will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- Kirk Larson, Vice President will personally manage and oversee your GIS project, which ensures open and complete communication throughout project development and implementation.

Thank you for the opportunity to present our Company for this very important project for your City. Our team of professionals has the experience and capabilities to make your GIS program successful and stands ready to form a partnership with the City of Basehor in that success.

***Respectfully Submitted,***

**MIDLAND GIS SOLUTIONS**

  
**Erin Allen, Business Development**

# COMPANY OVERVIEW

Midland GIS Solutions is an industry-leader in providing exceptional GIS and GPS mapping services to municipalities, utility companies, counties and private organizations. Our firm offers a wide-range of comprehensive geospatial services, such as GPS data collection and inspections, GIS data development and conversion services, consulting, training and technical support.

Additionally, Midland GIS has developed Integrity™, an intuitive web-based GIS solution to provide our valued clients with the necessary tools to increase efficiency in asset management and maintenance, workflow and overall productivity. We offer our clients a distinct commitment to high-quality, professional standards, and a forward-thinking perspective we believe is unique in this industry.

**Corporate Office Address:** Midland GIS Solutions, LLC  
501 N. Market Street  
Maryville, Missouri 64468  
Phone: 660.562.0050  
Facsimile: 660.582.7173



**Contact for Proposal:** Erin Allen  
Office: 660.562.0050  
Cell: 660.254.9960  
Email: erin.allen@midlandgis.com

**Ownership:** Midland GIS Solutions is a Missouri-based Corporation owned by Troy Hayes PLS, Matt Sorensen and Kirk Larson

**Office Locations:** Maryville, MO; Kansas City, MO and Archdale, NC

## COMPANY HISTORY

Owned and operated by Professional Land Surveyors, Midland GIS Solutions was established in 2000 under the corporate structure of Midland Engineering, Inc., which existed as a highly-respected mapping, surveying and engineering company in the Midwest for nearly 30 years. In 2000, Midland sold the engineering division of the company and re-organized their professional structure to include the companies of Midland GIS Solutions and Midland Surveying, Inc. The purpose of this

restructure was to establish two firms that provided specialized, yet complimentary services in Geographic Information Systems and land surveying.

Today, Midland GIS Solutions is the most qualified and diverse GIS development company in the Midwest and has developed more successful GIS programs in Iowa, Missouri and Kansas than any other firm. In addition to the longevity of our firm, Midland GIS Solutions maintains a professional staff of project managers, dedicated GPS field staff, GIS technicians, analysts and specialists, programmers and web administrators.

Headquartered in Maryville, Missouri, Midland GIS is the largest full-service GIS firm in the State. Since 2007, the company has operated with state of the art equipment and software in a 7,000 square foot building dedicated solely to GIS program production, utility data collection and web-based application development.

Since 2005, Midland GIS Solutions has been a licensed reseller of Esri software and is an Esri Silver Business Partner. Midland GIS Solutions' personnel have extensive experience with Esri's ArcGIS software, utilize state-of-the-art software and GPS collection equipment, and routinely take advantage of the latest training opportunities, all significant steps towards efficiency in GIS data collection and development.



Midland GIS Solutions was awarded the **2008 Esri Business Partner of the Year Award** at the Worldwide Business Partner Conference in Palm Springs, CA.

From left to right: Kirk Larson, Matt Sorensen, **Jack Dangermond – President and CEO of Esri**, Tylor Hardy and Ryan Schieber.

*"[Midland GIS Solutions] brought an innovative product to market, and brought ESRI into a new market with their specialized knowledge and expertise that distinguished them from other partners." :: Esri*

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# CAPACITY TO ACCOMPLISH WORK

Unlike many engineering firms, Midland GIS Solutions has teams of full-time, trained GPS field technicians that are dedicated to GPS locating municipal utilities and completing inspections for the sole purpose of GIS data integration.

All GPS Field and Technical Staff at Midland GIS Solutions are highly trained in all areas of GPS field collection, including survey and mapping grade GPS equipment, Esri software, and OSHA and Federal Traffic Safety Regulations. Midland GIS Solutions maintains five (5) field crews and has the ability to mobilize up to three (3) fully-equipped field crews upon a contract award by Basehor. Each field crew is led by a GPS Field Party Chief.

Midland's GPS field crews travel throughout the four state Region of Iowa, Missouri, Kansas, and Nebraska providing GPS utility collection services on a daily basis. Our typical service area extends more than 500 miles from our home office in Maryville, Missouri. Our ability to provide these services with considerable travel while adhering to strict budgets and time constraints is unsurpassed.



Midland GIS Solutions has the capacity to provide technical support to more than 100 clients on an annual basis and manages 15 on-going GIS maintenance contracts that include routine GPS field updates, GIS parcel maintenance and 911/addressing maintenance.

In September 2012, Midland GIS Solutions was awarded a five (5) year Master Agreement with the City of St. Joseph, Missouri to provide on-call

GIS consulting and development services for the St. Joseph Department of Public Works and Transportation. This is the third consecutive Master Agreement awarded to Midland GIS Solutions by the City of St. Joseph, Missouri since 2003. These examples further demonstrate our experience and capacity to provide exceptional GIS data collection services to large communities, while providing timely and outstanding technical support to our valued clients.

Midland's professional staff specializes in numerous GIS technologies and performs tasks daily utilizing Esri's ArcView 10.0, ArcEditor and 3-D Analyst, as well as Global Positioning System (GPS) technologies. Personnel are also experienced with ArcEngine, ArcGIS Server, ArcObjects, the latest version(s) of AutoCAD and SQL Server. Our staff has also set up and configured Enterprise GIS programs with ArcSDE for clients. GIS programmers and technicians are skilled in numerous programming languages that include Visual Basic .NET, HTML, Java, JavaScript C# and Silverlight.

# PROJECT MANAGEMENT

Midland's experience and successful completion of utility GIS projects has proven that Midland GIS Solutions understands the importance of information exchange and communication during the entire life of the project. As a result of this understanding, Midland GIS Solutions' project management team will synchronize all technical activities and communication with Basehor.

Midland's "client-focused" approach, and experience in project management has been the cornerstone of success for Midland GIS Solutions in a market that does not expect, but rather demands a high level of service.

At the foundation of this approach is Midland GIS Solutions' proactive management philosophy, which anticipates challenges, revolves around listening, and is committed to partnering. On every project, Midland utilizes a team approach and encourages open communication channels with the client and their stakeholders.

Midland GIS Solutions' effective project management procedures are demonstrated in the ability to successfully manage and complete multiple projects simultaneously, while meeting all cost standards and parameters under aggressive schedules. Midland GIS Solutions proposes an experienced and professional team to oversee and execute the utility GIS mapping project for the City.



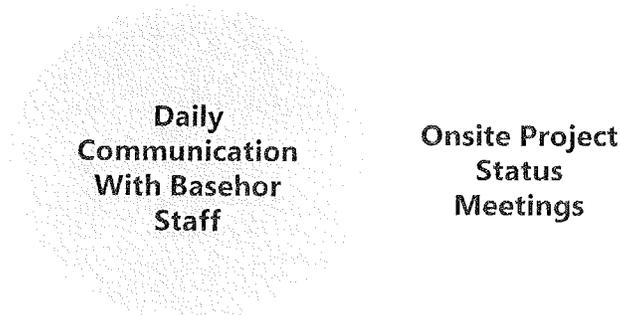
Kirk Larson, Vice President of Operations will serve as Project Manager for the Basehor utility GIS project. All communications will be directed through Kirk for the duration of the project. He will oversee the Midland GIS Solutions team as they work with the City to finalize project specifications. Additionally, Kirk will conduct meetings with appropriate staff to determine final data requirements, finalize all project schedules, and coordinate data delivery requirements.

The Midland GIS Development Team proposed for this project will include Kirk Larson, Project Manager, one (1) Municipal Project Supervisor, one (1) GIS Specialist, two (2) GPS Field Party Chiefs and multiple Field Technicians. The proposed team members for this project have a unique combination of experience and skill in project management, data collection, quality control procedures and GIS mapping as well as utility infrastructure knowledge.

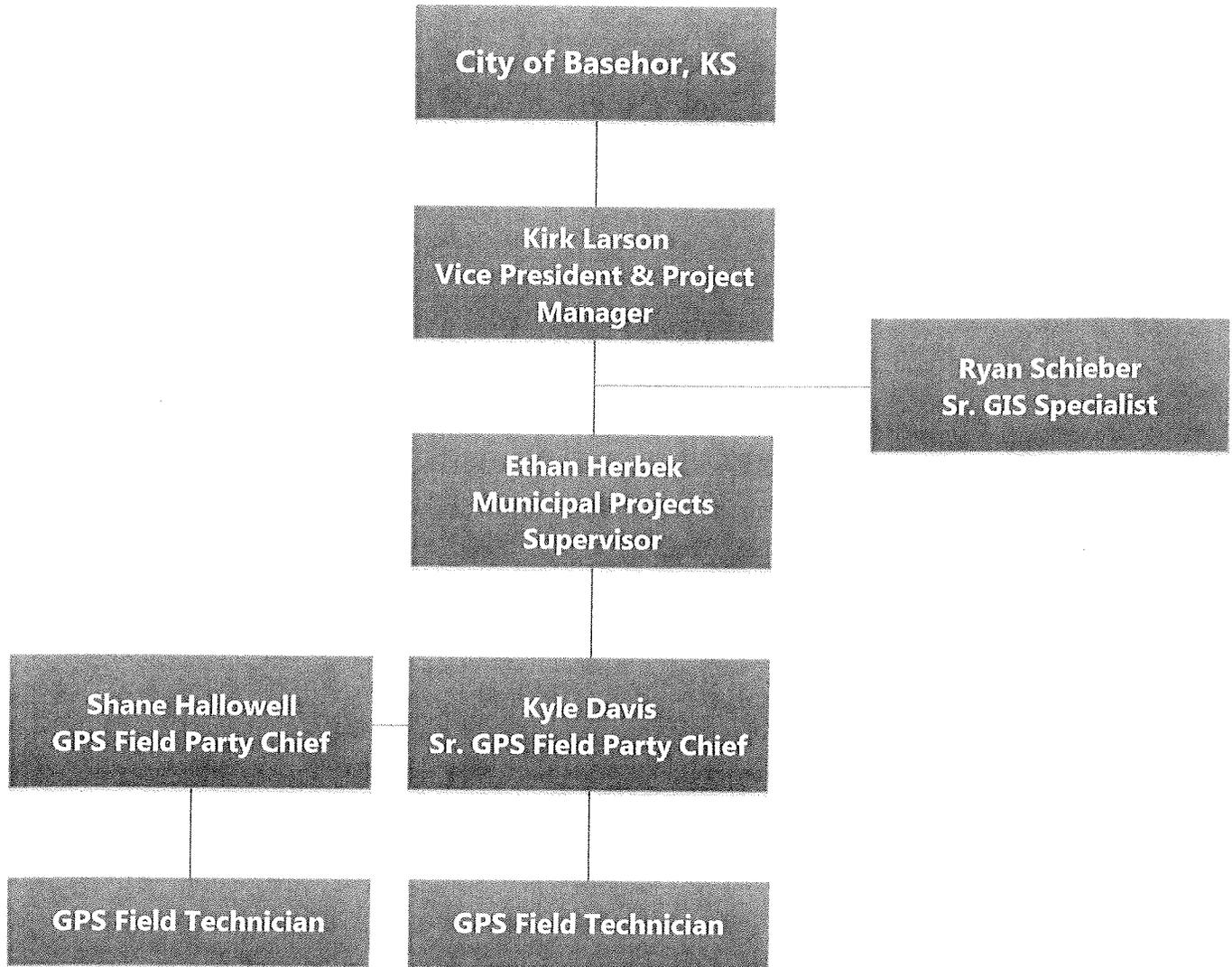
Midland GIS Solutions routinely provides all of the GPS data collection and GIS data development services proposed in this statement of qualifications. All project requirements and specifications will be met by the key personnel identified in this section.

Midland GIS Solutions maintains five (5) field crews and has the ability to mobilize fully-equipped field crews upon a contract award by Basehor. Each field crew is led by a GPS Field Party Chief.

Midland GIS Solutions' project management procedures include a specific and tactical approach to communication amongst City staff and Midland's field and project management personnel. To ensure the successful outcome of any data collection and utility GIS mapping project, our field staff will maintain active communication with Basehor staff through various means, including while conducting GIS data collection in the field, attending onsite project status meetings, and with Midland's interactive GIS website for project management.



Midland GIS Solutions will be available to meet with Basehor staff to review data collection and utility GIS mapping progress upon request by the City at various times throughout the project. The following organizational chart demonstrates the flow of communication and project management of Midland's proposed Project Development Team for The Basehor GIS project:



## KEY PERSONNEL

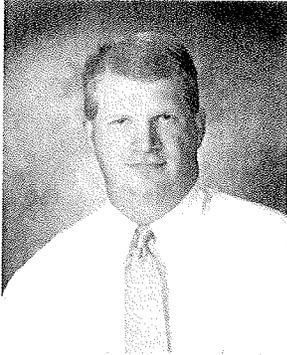
Our diversified staff routinely applies innovative mapping solutions to real-world problems through custom program enhancements, specialized data development, efficient program implementation, and comprehensive support and consulting services. ***The integrity and knowledge of our staff is unsurpassed in municipal GIS program development.***

The following pages identify the names and qualifications of the individuals primarily responsible for services to be provided under this proposal. The education of all key personnel involved in project management and field/project supervision includes, at a minimal level, a college degree in geography or other related certification of expertise, from an accredited university.

## **KIRK LARSON, PROJECT MANAGER**

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KLARSON@MIDLANDGIS.COM



### **EDUCATION**

Bachelor of Science Degree in Geography & Geographic Information Systems (GIS) – Northwest Missouri State University (Maryville, Missouri)

### **LENGTH OF SERVICE WITH FIRM**

2005 – Present (Midland GIS Solutions - Principal Owner)

As Vice President of Operations at Midland GIS Solutions, Kirk oversees the development of utility GIS programs, GPS Field Collection and web-based GIS applications. While at Midland GIS, Kirk has successfully managed and overseen development of more than 85 municipal and utility GIS programs. Kirk has served in the mapping and GIS industry since 1995, working for five (5) years as a GPS field technician and working in both local government and private sector as a GIS Coordinator. Kirk developed a nationally recognized Enterprise Wide GIS program for the growing county of Sarpy County, Nebraska where he served as GIS Coordinator from 2002 to 2005.

While at Midland GIS, Kirk has successfully managed and overseen development of more than 85 municipal and utility GIS programs. On an annual basis, Kirk typically gives ten or more presentations at regional and statewide water, wastewater and electric utility conferences and training seminars to City Administrators, Public Works Directors, Utility Superintendents and Field Operators. Continuing education credits are typically offered to attendees in his educational presentations. Kirk's unique understanding and knowledge of utility asset management and GPS field collection position him as an expert in those fields.

### **PROJECT RESPONSIBILITY**

Kirk Larson will serve as the main point of contact throughout the project between Midland GIS Solutions and the City of Basehor. Kirk will be responsible for day to day project management tasks and ensure that all project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

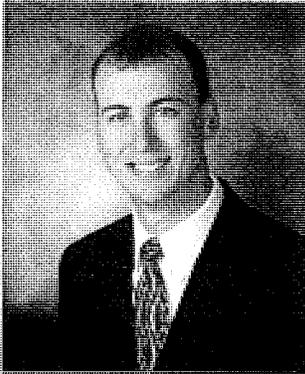
### **PROFESSIONAL TRAINING**

- Esri Training Certificates:
  - Intro To ArcGIS I & II, Creating & Editing Parcels with ArcGIS, Creating & Editing Geodatabase Features, Creating & Editing Geodatabase Topology, Working with Geometric Networks for utilities, Parcel Fabric Workshop
- Autodesk Training Courses: AutoCAD & Autodesk Map 3D

## **RYAN SCHIEBER, SR. GIS ANALYST**

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RYAN.SCHIEBER@MIDLANDGIS.COM



### **EDUCATION**

Bachelor of Science Degree in Geography & Geographic Information Systems (GIS) – Northwest Missouri State University (Maryville, Missouri)

### **LENGTH OF SERVICE WITH FIRM - 2002-Present**

Ryan has more than 10 years of GIS experience at Midland GIS Solutions and provides a wide range of GIS development and conversion services, as well as customer support to Midland's valued clients. As Sr. GIS Specialist, Ryan manages the geodatabase design and coordinates the data development of all GIS projects, oversees and assists with quality control procedures and provides technical support for more than fifty (50) GIS and web GIS clients. Ryan is trained in the latest ArcGIS and ArcGIS Server software and applications.

### **PROJECT RESPONSIBILITY**

Ryan's experience with GIS data integration and development is extensive. As Project Manager, Ryan will be responsible for overseeing all aspects of GIS program development and will work directly with GIS Technicians to ensure all development schedules and development procedures are adhered to. Ryan will also lead in quality control and quality assurance to ensure that the final project deliverables meet and/or exceed the client's requirements.

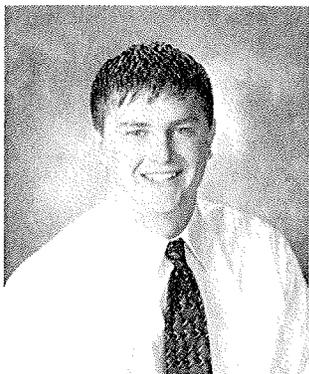
### **PROFESSIONAL TRAINING**

- Esri Training Certificates:
  - Creating & Editing Parcels with ArcGIS, Creating & Editing Geodatabase Features, Creating & Editing Geodatabase Topology, Intro to ArcGIS Server, Intro to the Multiuser Geodatabase, Managing Editing Workflows in a Multiuser Geodatabase, Intro to PLTS; Working with Geometric Networks for utilities; Developing Applications with ArcGIS Server Using the Microsoft .NET Framework; Parcel Fabric Workshop
- Autodesk Training Courses: AutoCAD 2002 & Autodesk Map 3D
- Autodesk Training Courses: AutoCAD 2002 and Autodesk Map 3D 2007

## **ETHAN HERBEK, UTILITY PROJECT SUPERVISOR**

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EHERBEK@MIDLANDGIS.COM



### **EDUCATION**

Bachelor of Science Degree in Geography, Minor in GIS – Northwest Missouri State University (Maryville, MO)

### **LENGTH OF SERVICE WITH FIRM**

2004-Present

### **EXPERIENCE**

Ethan Herbek has been with Midland GIS Solutions since 2004. Ethan is experienced in GIS data development and GPS field collection, and has served in multiple management roles including Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising all aspects of utility GIS projects, from field data collection and utility inspections to conversion, geodatabase modeling and GIS data integration. As Project Supervisor, Ethan has a vast understanding of water, wastewater, electric, gas, and storm utility operations and management. This knowledge positions our team to successfully apply GIS technology to solve real world utility problems by better understanding the challenges our clients deal with on a daily basis.

## **KYLE DAVIS, SR. GPS FIELD PARTY CHIEF**



### **EDUCATION**

Bachelor of Science in Geographic Information Systems - Northwest MO State University

### **EXPERIENCE**

As Sr. GPS Field Party Chief, Kyle Davis is responsible for collecting utility data, completing inspections and following all procedures for field-based quality control. He is knowledgeable in utilizing all GPS equipment, including survey grade and RTK units, and is trained and experienced with Esri software and OSHA safety regulations. Kyle is also responsible for the equipment and safety training of GPS Field Technicians.

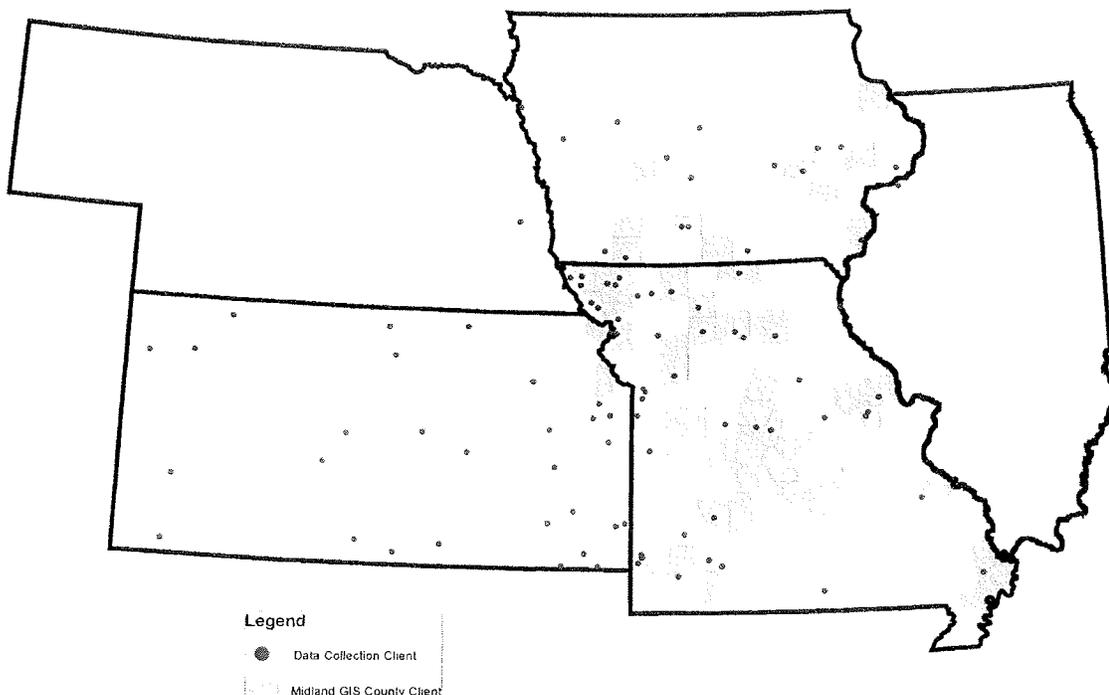
### **PROJECT RESPONSIBILITY**

Kyle will be an active part of the GPS field collection team for Basehor. On a daily basis, he will oversee the actual collection of all GPS field data, as well as field check all inspection and attribute data before it is processed in the office. Kyle will also be responsible for any on-site communication and coordination with Basehor throughout the duration of the project.

# PROJECT EXPERIENCE

As a full-service professional GIS firm, Midland GIS Solutions provides a solid geospatial foundation for all of our valued clients to ensure the integrity and longevity of their municipal GIS program. Midland GIS Solutions has the experience and technical knowledge to provide the professional services desired by the City of Basehor for this project. **Midland GIS Solutions' field staff has GPS located hundreds of thousands of utility assets for utility GIS mapping projects.**

The following map demonstrates our level of experience in GIS and GPS mapping, data development and utility asset management solutions throughout the counties and cities in Iowa, Missouri, Kansas and Nebraska. **To date, Midland GIS Solutions has completed more than 85 municipal and utility GPS/GIS projects.**



The successful outcome of any GIS project requires a solid foundation for the program to thrive on and it starts with the accurate collection of field data. Our approach to data collection is to collect complete and accurate GPS locations for utility assets and utilize in-house data collection application to streamline data attribution.

Midland GIS Solutions proposes to GPS locate, attribute and inspect sanitary sewer utility features to create a comprehensive GIS mapping program for Basehor. As the following project examples will demonstrate, Midland has successfully developed utility data for cities throughout the Midwest region. Midland's professional field experience on similar projects is unsurpassed for quality and meeting aggressive project schedules.

## SIMILAR PROJECTS

### TRENTON MUNICIPAL UTILITIES

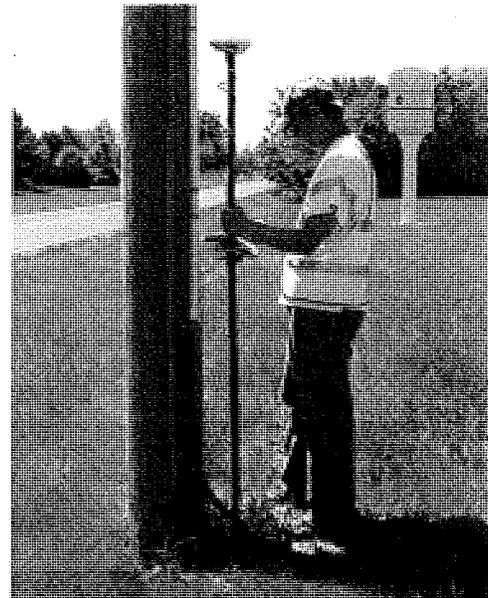
Water, Sanitary Sewer & Electric Networks Located & Mapped

**SERVICES PROVIDED:** 2011-2012

**PROBLEM:** As the City of Trenton's longtime utility mapper was nearing retirement, the City recognized the need to keep their AutoCad maps up to date. The AutoCad maps had always served as a "good enough" reference for utility locations, however the city wanted spatially accurate data with attribute information that could be managed and maintained in a multi-user environment.

**SOLUTION/DELIVERABLES:** The City of Trenton selected Midland GIS Solutions to convert their Legacy CAD system over to a GIS program to centrally maintain their utility assets and infrastructure data. This project required a combination of survey grade (RTK) and mapping grade GPS data collection for the water and electric networks, and survey grade GPS locates and full inspections of the City's sanitary sewer network. Midland GIS Solutions developed a geodatabase for the City and integrated all collected utility features, attributes and inspection data into a GIS program.

Midland GIS Solutions also developed an ArcGIS Server-based web platform, or web GIS site for the City of Trenton to analyze, maintain and manage their utility data in a multi-user environment. The City's Integrity™ Web GIS program gives them the ability to easily establish and share flow direction data models and conduct analysis on utility aging and maintenance.



<https://trenton.integritygis.com> (Closed access site)

## ST. JOSEPH, MISSOURI

### Sanitary Sewer Network Located & Mapped

#### SERVICES PROVIDED: 2009

**PROBLEM:** While under consent by the EPA, the City of St. Joseph needed to obtain accurate locations of their sanitary sewer network. The City of St. Joseph is one (1) of six (6) combined systems in the State and faced increasing pressure to actively evaluate their wastewater infrastructure and make changes.

**SOLUTION/DELIVERABLES:** In 2009, the City of St. Joseph, Missouri contracted with Midland GIS to GPS locate and inspect nearly 9,000 sanitary sewer manholes, and also locate combined sewer outfalls along the Missouri River. Midland GIS Solutions obtained survey grade horizontal (x,y) and vertical (z) positions on each sanitary sewer manhole. All field attributes were collected using Midland's automated field collection software loaded onto field data collectors.

Attributes that were collected for this project included manhole ID, date located, manhole location, manhole construction, drop manhole, outside drop, steps (material), manhole depth, pipe inverts, size, material, condition rating, indication of infiltration, evidence of surcharge, appearance of flow and depth of flow. Upon completion of the GPS field collection, all data was mapped into the City's comprehensive GIS program and uploaded to the City's web GIS program, developed and hosted by Midland GIS Solutions.



The City's GIS data was sent to Black & Veatch for engineering and modeling to ultimately separate the City's storm water and sanitary sewer systems.

[www.stjosephmogis.com](http://www.stjosephmogis.com) (Utility data is closed to public)

## **BOLIVAR, MISSOURI**

Sanitary Sewer and Waterline Network Located & Mapped

### **SERVICES PROVIDED:** 2008

**SCOPE:** In 2008, the City of Bolivar, Missouri was faced with meeting requirements established by the Missouri DNR and EPA regarding their sanitary sewer system. The City needed to obtain accurate locations of their sanitary sewer and waterline networks to increase their operational awareness and ultimately eliminate sanitary sewer overflows (SSOs).

**SOLUTION/DELIVERABLES:** Midland GIS was selected by the City of Bolivar in 2008 to provide the City with survey grade GPS locations of their sanitary sewer and waterline networks. Midland GIS developed custom data collection tools to inspect all manholes and worked with the DNR and the City to develop a manhole rating system for the project.



To further assist the City, Midland GIS Solutions developed a custom ArcEngine application for the City of Bolivar to meet SSO tracking requirements set forth by the MO DNR and EPA. The application was developed using ESRI .NET ArcObjects and deployed in an intuitive ArcEngine application.

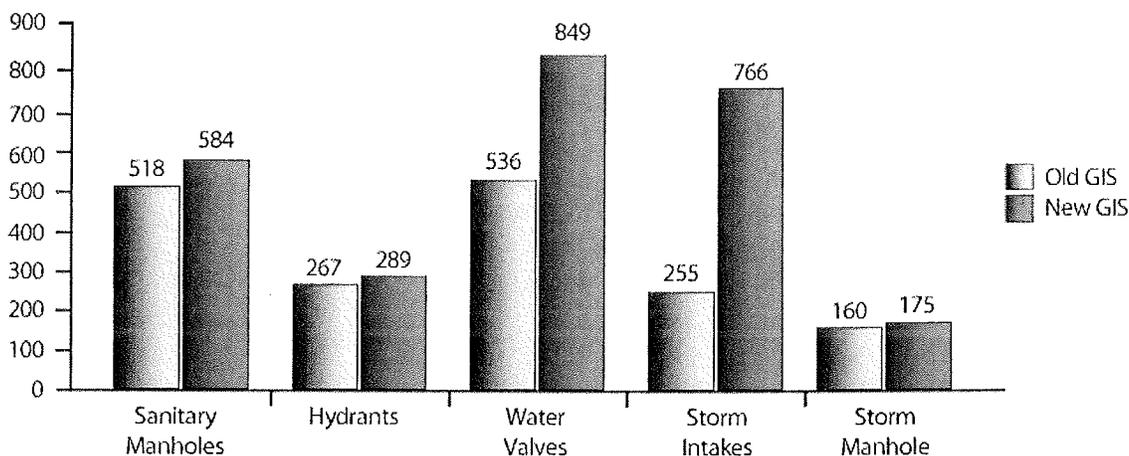
## PERRY, IOWA

Water, Sanitary Sewer & Storm Water Networks Located & Mapped

### SERVICES PROVIDED: 2011

**SCOPE:** The City of Perry, Iowa entered into GIS in 2006 with an engineering firm that provided GIS services. The City struggled to utilize the GPS data they received for managing their utilities and years after the initial program was created, Perry learned the data they were provided was not accurate and essentially useless in developing a comprehensive utility management program for their community. In addition to having inaccurate data, the City also had an aging utility staff nearing retirement.

**SOLUTION/DELIVERABLES:** The City of Perry wanted to take an active role in the re-development of their GIS program and hired Midland GIS Solutions to re-locate all utility assets for water, sanitary sewer and storm water networks utilizing RTK GPS units. Below is a graph demonstrating the disparity of utility features that had initially been included in the City's GIS program (in blue) and the actual number of features after Midland GIS located them (in red). For the first time the City of Perry had a true depiction of their water, sewer and storm water networks.



The goal of the city was to have all of their utility data centrally stored in one virtual location, but exist in a multi-user environment. Midland GIS Solutions developed an Integrity™ web GIS program for the City of Perry so that data could be accessed by multiple, authorized users. Maintenance of the City's GIS program is streamlined with Integrity's editing features.

<https://perry.integritygis.com> (Closed access site)

## SEDALIA, MISSOURI

### Sanitary Sewer and Storm Sewer Networks Located & Mapped

#### SERVICES PROVIDED: 2011

**PROBLEM:** The City of Sedalia was seeking a GIS services provider to fulfill various mapping and utility management needs to ultimately separate their combined sanitary sewer and storm sewer networks. Sedalia needed accurate locations and inspections of the City's utilities so that they could provide that data to a large engineering firm for modeling and engineering studies regarding the city's combined system infrastructure. Secondly, the City needed up-to-date GIS data to effectively manage their utility infrastructure assets to increase internal efficiencies and for the ability enhance reporting capabilities to regulatory agencies, such as the MO DNR and the EPA.

**SOLUTION/DELIVERABLES:** The City of Sedalia, MO contracted with Midland GIS Solutions as part of a substantial sanitary sewer project in the city of more than 20,000 residents.



Midland GIS Solutions was selected based on qualifications to GPS locate and inspect the city's sanitary sewer and storm sewer utility networks, including 2,200 manholes and 2,400 storm water features. All survey grade collected data was integrated into a comprehensive GIS program for the city and provided to their engineering firm for full system modeling in preparation for treatment facility combination and combined system separation.

One of the challenges that Midland GIS faced in collecting this utility data for the City was traffic control. The Missouri State Fair in Sedalia overlapped with the project schedule and Midland's professional field staff often worked throughout the night when the highways and roadways could be safely shut down by local law enforcement for our field collection staff.

The City of Sedalia elected to maintain and manage their GIS program with Midland's Integrity™ web GIS solutions. Approximately 60% of the sewer lines in Sedalia had been inspected with video cameras. Midland was able to integrate those videos into the GIS program through Integrity and make them spatially accurate and easily accessible. The City has also classified their sewer lines based on PACP standards and that data was integrated into Integrity as well.

<https://sedalia.integritygis.com> (Closed access site)

## NIXA, MO

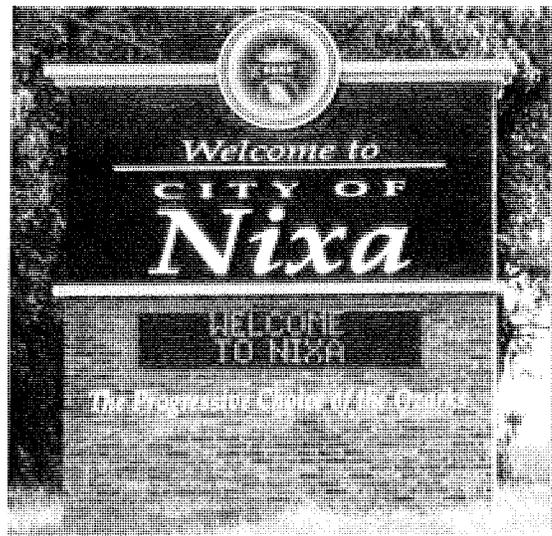
### Electric Network Utility GIS Project

#### SERVICES PROVIDED: 2012

**PROBLEM:** The City of Nixa, Missouri is one of the fastest growing cities in the state. It is located just six (6) miles south of Springfield in Christian County with a population of approximately 19,000. In March 2012, the City of Nixa issued a Request for Qualifications (RFQ) to select a professional GPS and GIS mapping services provider to assist the City in their efforts to develop an advanced mapping grade inventory of their electric utility network and integrate that data into a GIS program. Midland GIS Solutions was selected out of 23 firms that submitted professional qualifications for this project.

**SOLUTION/DELIVERABLES:** Midland GIS Solutions was selected by the City of Nixa in June 2012 to develop their electric utility GIS program. Midland GIS Solutions incorporated Christian County's existing map data and the City's 3" pixel resolution aerial photography into the GIS program to establish a reliable base map.

Midland GIS Solutions utilized decimeter accurate GPS field equipment to obtain locations of features such as substations, poles, street lights, pad mount transformers, junction cabinets and secondary vaults within the City's electrical distribution network.



Today, the City of Nixa maintains multiple layers of useful data with Midland's Integrity™ web GIS solutions. All of the utility GIS data is in managed and maintained in a centralized, consistent and accurate database of spatial data in an environment that supports multi-user access and editing. Midland GIS Solutions also provides website hosting services to the City. The City of Nixa's Integrity GIS website is not open to the public: <https://nixa.integritygis.com>.

# PROJECT APPROACH

The following explanation outlines the products and services Midland GIS Solutions will provide to The City of Basehor, KS.

## KICK-OFF MEETING

Midland GIS Solutions will provide a half (1/2) day "Kick-off" meeting and Geodatabase Design Workshop for Basehor. The Kick-off meeting is essential to developing open communication with the client and will help establish Midland GIS Solutions' guidelines and procedures for coordinating with Basehor staff. The following important topics will be discussed and/or determined at the Kick-off meeting.

## COLLECT EXISTING DATA

Midland GIS Solutions will acquire copies of available, relevant GIS data, AutoCAD drawings, hard copy utility maps, as-built information, and historical utility drawings from Basehor for use as reference during the project.

## SAFETY AND PROCEDURES

Midland GIS will review safety and field procedures with staff during the Kick-off meeting to ensure the safety of not only our staff and the staff of the City, but the citizens of Basehor as well. Midland GIS follows a strict safety and procedures manual and also requires all field staff to attend OSHA safety classes to obtain confined space certification. All Midland GIS employees are required to attend internal quarterly safety meetings to review procedures and concerns.

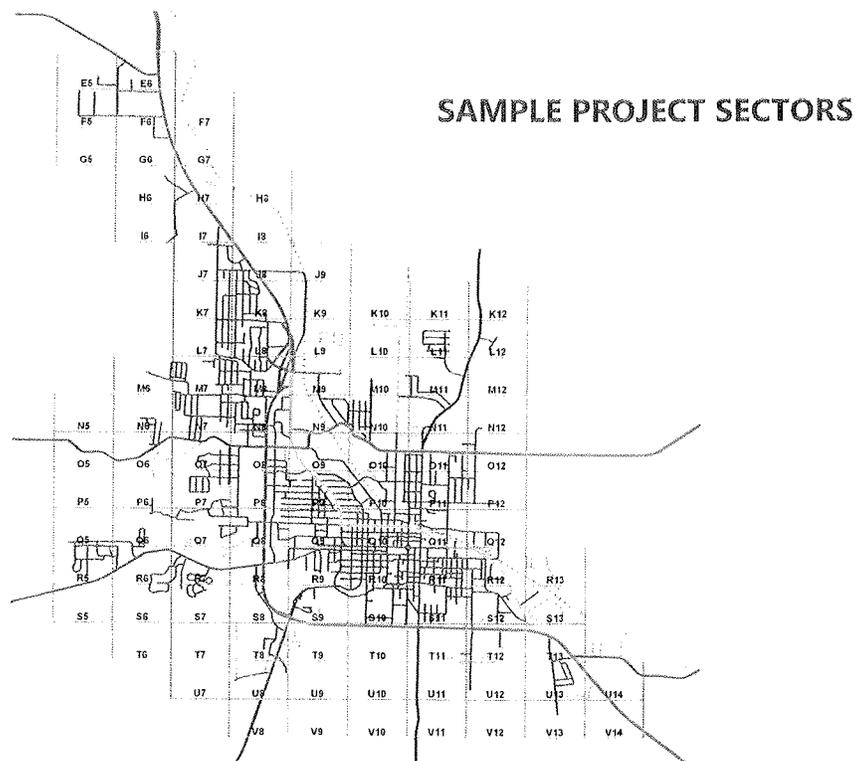
At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, Midland GIS will operate during non-peak hours to obtain field locates and inspections. If Midland GIS staff has concerns about their safety, the appropriate Basehor staff or local law enforcement will be contacted.

## PROJECT TIMELINE AND MILESTONES

Midland GIS will review and discuss the anticipated project timeline and milestones with Basehor staff. Any modifications to the project schedule at the request of the city will be discussed during the Kick-off Meeting.

## WORK SECTOR DEFINITION

Midland GIS will work with Basehor staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by Midland GIS field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for a very efficient method of data collection and translates into cost saving and quality for the city. The second aspect of working within project sectors is to allow Basehor staff an easy method to track progress and know exactly what part of the City Midland GIS field staff is in. It also allows for pre-planning during morning meetings for traffic control and City staff assistance. The work sectors will be the basis for weekly project reports to Basehor.



## PUBLIC NOTIFICATION

Midland GIS will work with Basehor staff to ensure proper citizen notification. It has been our experience on similar large scale projects that informing the citizens as best as possible can help to alleviate issues. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. Midland GIS field staff will carry an informational letter on Basehor letterhead describing the project and the proper contact information at the City. It is also recommended that local law enforcement be notified about the project and that Midland's field staff will be working in town.

# TECHNICAL WORK PLAN

## GEODATABASE DESIGN

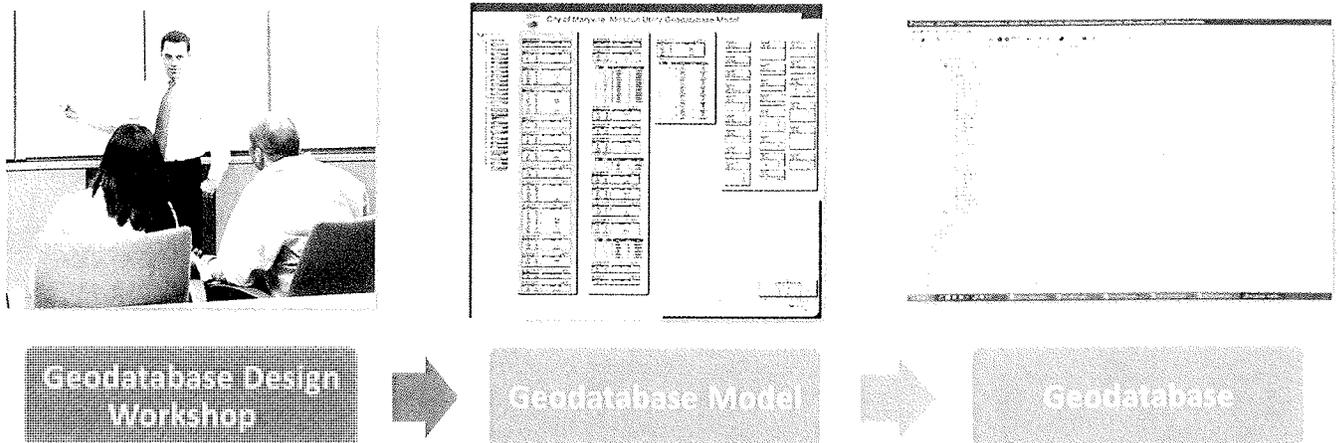
Midland GIS will work with Basehor staff to design a utility geodatabase model to meet the City's current and future utility asset management needs, as well as identify and define the logical structure for the geodatabase model as well as a develop unique and effective nomenclature for the sanitary sewer infrastructure across the city.

*"A geodatabase can be defined as the centralized environment for storing and managing spatial data and is the core component of developing a GIS program."*

When creating the overall design of the geodatabase for Basehor, Midland GIS Solutions will take into consideration the best model and structure to meet the needs of the City. The geodatabase will also be based on Midland's previous models, the published Esri utility model and future GIS needs, as identified by Basehor. Developing an accurate and functional geodatabase will allow Basehor to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate database of spatial data
- Define relationship classes and topological enforcement rules
- Work in an environment that supports multi-user access and editing

Midland's upfront design process enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by pre-defining the attribute tables that are used in the field and also keeps the data collection process consistent.



## DIGITAL AERIAL PHOTOGRAPHY INTEGRATION

Midland GIS Solutions will integrate digital aerial photography of the City of Basehor (provided by Basehor) into the GIS program. The raster datasets created will be viewed as a seamless image across the entire City.



After the datasets are created, the aerial photography will be adjusted for color and contrast to meet specifications set by Basehor.

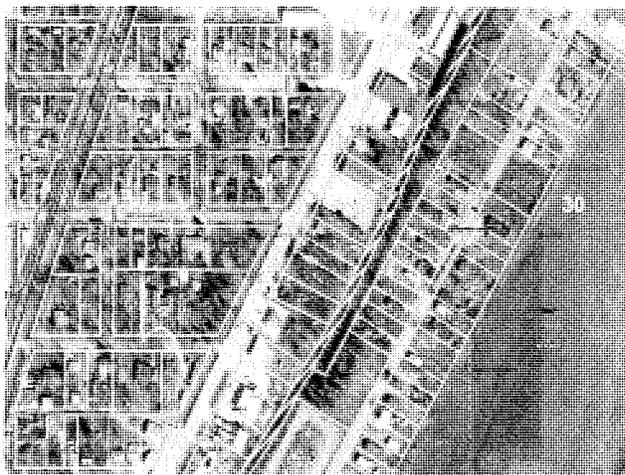
Midland GIS Solutions will provide

Quality Assurance and Control (QA/QC) on the provided aerial photography. This process will involve 'heads-up' on-screen visual inspection of the photography by trained GIS Specialists. Midland GIS Solutions will notify the city if any visual banding, warping, gaps, or distortions are discovered.

Unless otherwise requested by Basehor, Midland GIS Solutions will not be performing any additional field ground control checks in relation to the spatial accuracy of the aerial photography.

## INCORPORATE COUNTY GIS DATA LAYERS

Midland GIS Solutions will incorporate Leavenworth County, KS cadastral map data layers into the GIS program. Lansing is responsible for any cost associated with acquiring the GIS data from Leavenworth County. As the developer and on-going provider for the Leavenworth County, Kansas web-based GIS site (<https://leavenworth.integritygis.com>), Midland GIS can effectively assist in developing an inter-agency agreement between both parties for the use of Leavenworth County



data. As approved by Leavenworth County, Midland GIS Solutions would create a new web service and link the Leavenworth County GIS website to the City of Basehor's GIS website, allowing for automatic updates and changes that the County makes to their data. Midland GIS Solutions will incorporate Leavenworth County cadastral map data layers into the GIS program upon request. Basehor is responsible for any cost associated with acquiring the GIS data from Leavenworth County.

## GPS PROJECT PLANNING

Midland GIS will employ its in-house mission planning process and software for the Basehor Utility GIS project. Mission planning for GPS surveys includes the evaluation of satellite ephemeris data (data showing where GPS satellites are located) for the best satellite coverage and minimizing down time.

## SANITARY SEWER GPS FIELD DATA COLLECTION

Through Real-Time Kinematic (RTK) GPS methods, Midland GIS will locate the public sanitary sewer facilities contained within the defined project limits. Captured features through GPS surveys will include all features designated by Basehor during the planning phase of the project.

After thorough investigation by Midland GIS field staff, a report containing all manholes that were not found or that were found to be inaccessible will be submitted to Basehor. Midland GIS will work with staff at the City to acquire those manhole locations during the cleanup phase of the project. This will allow Midland GIS to collect features in a quicker and more efficient manner, translating into cost savings for Basehor and minimizing the impact on your staff.



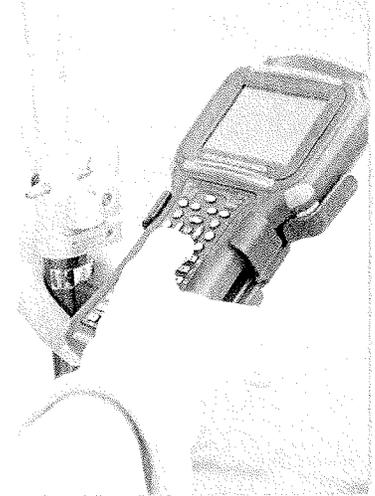
If Basehor staff is unable to locate portions of the gravity main system during the cleanup phase, Midland GIS will COGO as-built drawings into the GIS. This data will be loaded into the GPS controller and will be used to navigate to the approximate locations of the lost or buried manholes.

Midland GIS will GPS locate all features associated with Basehor's force main system. Typical features that are collected during this phase of the project include: lift stations, force main valves, air relief valves and pre-located force main locations, and grinder pumps within the southern subdivisions. In the event that Basehor is unable to identify the approximate location of the force main, as-built drawings will be utilized to retrace the location of the force main line.

GPS surveys will be referenced to the Kansas State Plane Coordinate System to allow for direct insertion into the City's GIS program. Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the sanitary sewer facilities. Features will be collected at a survey grade horizontal and vertical accuracy.

## DATA COLLECTION SPECIFICATIONS:

- Midland GIS Solutions will GPS field locate manholes, force main lines, lift stations, ARV's and lamp holes (if present) for the sanitary sewer network within the project limits. (The exact project boundary will be agreed upon before commencement of the project).
- For consistency purposes, the north rim of the manhole will be located during the project.
- Midland GIS will mark each manhole with survey marking paint after each manhole has been identified.
- The sanitary GPS field data will be collected using survey grade RTK methods.
- Midland GIS Solutions will download and process the GPS field data to prepare the data for proper insertion into the GIS mapping program. GPS data collected is verified daily against the existing aerial photography.
- All data collected will be downloaded nightly and transferred via the internet to Midland's home office in Maryville, MO.
- All transferred data is backed up nightly in the Maryville office.



Manholes that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods (total station or level rod). All data will be coded as to the method of collection utilized.

## SANITARY SEWER ATTRIBUTE COLLECTION

Midland GIS will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Any manholes that require further assistance in opening or gather attribute data will be noted and Midland GIS will work with Basehor staff to gain access to the identified manholes.

Midland proposes to obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size utilizing traditional survey measurement methods. This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process Midland GIS discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions and overflows), the appropriate staff at the City will be immediately contacted.



All field data will be predefined during the Geodatabase design to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes. All data will be downloaded nightly and transferred via the internet to the Maryville office and inserted in to the project geodatabase. All data will be backed up nightly.

The sanitary sewer features to be collected will be defined in preliminary meetings with the City of Basehor. Manholes will be opened, inspected and attribute data will be collected.

### TYPICAL FEATURES TO BE COLLECTED, BUT NOT LIMITED TO:

- Northing, Easting
- Rim elevation
- Manhole depth
- Invert elevation
- Manhole material
- Manhole type
- Pipe type
- Pipe size
- Location
- Grade
- Lined Y/N
- Access type
- Buried (Y/N)
- Depth buried
- Pipe material
- Condition rating
- Evidence of infiltration
- Drop type
- Drop depth

## **GIS FEATURE CREATION**

Midland GIS Solutions will develop an ESRI ArcDesktop 10.x geodatabase file for the sanitary sewer distribution networks for the City of Basehor. Unique feature class data layers will be created for the layers that are defined during the Geodatabase Design Workshop portion of the project.

Custom domains (pre-defined menus) will be built for each layer during the Geodatabase Design Workshop. These custom domains will be added to Midland GIS Solutions' custom field inspection application to ensure that field staff will collect clean and consistent data throughout the utility survey project. These domains will also be utilized by Basehor staff for future management of the geodatabase to help simplify the editing and data management processes.

Midland GIS will acquire copies of all available existing mapping records for Basehor's sanitary sewer utility infrastructure. These records may include historical maps, as-build records, an existing GIS dataset, and AutoCad drawings. All hard-copy maps will be scanned so that they may be returned to the city in a timely manner.

Sanitary sewer line segments will be created utilizing custom, in-house editing tools developed by the Midland GIS development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.



## QUALITY ASSURANCE & QUALITY CONTROL



Quality Control and Cost Control issues involved with this project are of paramount importance to Midland GIS Solutions and to the overall integrity of the proposed project. These issues range from GPS accuracy and data development precision to successful database integration, which potentially affect every aspect of the project. Through the combined efforts of our project team, an emphasis on quality control will remain at the highest level of importance during the development and implementation of the City's

GIS program. Our efforts to ensure the highest quality products and services to The City of Basehor, KS include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard copy checks against field notes and as-built drawings
- 5% redundancy check of all GPS collected data
- Printed check plots for review by Basehor staff
- Assurance that end product shows complete connectivity

### GPS REDUNDANCY CHECK

As part of the quality control process, Midland GIS Solutions will GPS locate five (5) percent of the features previously shot during the project. This process is part of the Midland GIS field protocol and will be employed during the Basehor project. Midland GIS will compile and process the results against the other data set and verify the required accuracy tolerance is being met.

### PROJECT STATUS REPORTS & PROJECT WEBGIS SITE

Midland GIS Solutions will issue a "Project Status Map" to Basehor on a bi-weekly basis illustrating the progress accomplished. These maps are also kept on file by the GIS Project Manager for project progress reference. Midland GIS will also set up a project Web GIS site that will reflect the daily progress of the field staff.

# DELIVERABLES

After the staff at The City of Basehor, KS has reviewed and approved all GPS located and attributed data, Midland GIS will present a full set of deliverables to the City. These deliverables will be both physical and electronic and will give Basehor the full potential to utilize the new GIS as well as maintain it into the future.

## PROPOSED DELIVERABLES INCLUDE:

- ESRI ArcDesktop 10.x Geodatabase containing datasets for the sanitary sewer utility
- ESRI Map Documents (.mxd)
  - 11x17 Truck Book Map Documents
  - 36x36 100-scale Map Documents
- (5) Sets of bound 11x17 Truck Books
- (2) Sets of 36x36 100-scale system maps
- (2) Full system 42" high gloss wall maps
- Training/Users Manuals for:
  - Integrity Web GIS
- (6) Months free Tech Support that includes:
  - Phone Support
  - Remote Web Support
  - Email Response
  - Dedicated Project Contact
- Additional Hardware and Software as chosen by Basehor

# INTEGRITY™ WEB GIS

Midland GIS Solutions proposes web-based GIS as a **software solution** for managing and maintaining the Basehor GIS program in a multi-user environment. Midland has developed Integrity™, an ArcGIS Server and Silverlight application for municipal clients to manage, analyze and maintain their utility infrastructure data through a secure, user-friendly website that can be tailored to the City's exact specifications.

By increasing operational awareness and daily efficiencies in utility asset management, **Integrity™ helps more than 20,000 monthly users save valuable time, money, and resources.**

With Integrity™, multiple authorized users can access attributes and other map features directly from their website, allowing for collaboration with colleagues, field crews, and regulatory agencies. Integrity's capabilities include asset management, charting and reporting, sewer analysis features, sign inventory management, and much more.



Midland GIS Solutions has the ability to set-up a customized Integrity™ Web-based GIS for Basehor. The City's existing aerial photography, GIS data layers, and external databases provided by Basehor will be utilized for the GIS Website development. As approved by Newton County, Midland GIS Solutions will set up a Web Service to link updates on Newton County's Web GIS site to the City's

Web GIS site which will provide automation and instantaneous updates to the county layer's used by the City of Basehor.

The Integrity™ GIS website will include, **but will not be limited to**, the following data layers:

- **Aerial photography**
- **County base map data**
- **City limit boundary**
- **Sanitary sewer data**
- **Section, Township & Range Line**

## **WEB PAGE DOMAIN NAME REGISTRATION**

Midland GIS Solutions will register a domain name for Basehor's Web GIS site through GoDaddy.com. The recommended domain name will be: <http://basehor.integritygis.com>.

Midland GIS Solutions will route the DNS (Domain Name Service) numbers to route to our Web GIS server located in our office in Maryville, Missouri. Midland GIS Solutions will test the domain name once transferred to our web server for quality control purposes.

## **WEB GIS HOSTING**

Basehor will be responsible for providing Midland GIS with data updates for the web GIS site. The City will determine when new GIS data and imagery is posted to the GIS website. Midland GIS Solutions can set up scheduled batch programs that will automatically copy updated GIS data from a dedicated server at the City to the web GIS site on a regular basis (daily, weekly or monthly) as identified by Basehor.

Midland GIS Solutions maintains a secured, climate controlled server room with a dedicated six (6) Mb upload and download speed fiber Ethernet connection. The server room is also connected to a gas powered generator to keep the web servers up and running in the case of a power outage. Midland GIS Solutions will host and maintain Basehor's GIS website on a Dell PowerEdge R710 web server.

## **SECURE SOCKETS LAYER (SSL)**

Integrity uses 128-bit encryption through Secure Sockets Layer (SSL), which is the industry-standard encryption scheme trusted by thousands of banks and retailers to keep sensitive information such as credit card numbers safe. Your data and account details are encrypted to prevent malicious users on the Internet from eavesdropping or modifying any communication between your computer and our Integrity web servers.

## PASSWORD-PROTECTED LAYERS

Basehor can easily change the layers and attributes you see based on login. Public users will only see a subset of your data while your office or subscriber accounts can see more. For example, public users can see parcel boundaries and dimensions while limiting access to owner names, sales and tax history, utility information and mailing addresses.

## LOG-IN REQUIRED SITES

If you do not want your data to be publicly available, your Integrity™ site can be configured to require a login. Anyone who accesses the site will be required to login before they can view any GIS data.

## WEB GIS PRODUCT TRADEMARK

The proposed web-based GIS application is trademarked under Integrity™, a GIS Software Suite developed by Midland GIS Solutions. The Integrity™ ArcGIS Server code is non-transferrable and shall only run on a web server administered by Midland GIS Solutions.

## WEB GIS FUNCTIONALITY

The City of Basehor, KS will have the ability to perform the following functions within the customized Integrity™ web GIS site:

- **SSO Tracking**
- **Facilities management**
- **Reports and Charts**
- **Custom Search**
- **ID Features**
- **Advanced query**
- **Layer control**
- **Auto generate mailing labels**
- **Export search results to Microsoft Excel**
- **Navigation**
- **Mark-up tools**
- **Secure login**
- **Bookmarks**
- **Feature buffering**
- **Map printing**
- **Coordinate display**
- **Measure tools**
- **Thematic mapping**

Midland's Integrity™ interface includes a secure login that can be set up to control access to certain data layers in the web site. The secure access will require a unique username and password to gain access to any number of layers, attributes, or web site functionality. Basehor will have full authority to provide usernames and passwords to any staff or to the general public if they so choose.

A complete description, along with screenshots of Integrity's features can be found in **Attachment A** of this proposal.

## **WEB GIS HARDWARE/SOFTWARE REQUIREMENTS**

### **Windows System Requirements**

- Microsoft Silverlight 5.0 or greater
- Operating System – Windows 7, Windows Vista, Windows XP Service Pack 2
- Processor – 2 GHz processor or better
- Memory – 512MB of RAM
- Browser – Mozilla Firefox, Internet Explorer 7.0 or greater, Google Chrome, Safari, Opera

### **Macintosh System Requirements**

- Microsoft Silverlight 4.0 or greater
- Operating System – Apple Mac OSX 10.4.8 or greater
- Processor – 2 GHz processor or better
- Memory – 512MB of RAM
- Browser – Safari, Opera, Mozilla Firefox, Google Chrome

### **Monitor Requirements**

- Minimum of 1024 x 768 resolution.
- Recommended 1280 x 1024, 1440 x 900, or greater.

### **Installation Requirements**

Integrity™ must be installed on a secure server(s) with a current and active license of Esri's ArcGIS Server 10 and Microsoft .SQL Server. Midland GIS Solutions will host the Integrity™ web GIS application, and therefore maintain the necessary hardware and software licensure to ensure the web site is functional and accessible for Basehor and any external users of the web site.

### **Network Connection Recommendations**

Integrity will work with any internet connection. However, load times and function processing speeds may vary based on the speed of your internet connection. Broadband internet connection (**min. of 512 Kb/s download rate**)

## **WEB GIS TRAINING & SUPPORT**

Midland GIS Solutions provides comprehensive training and support programs for every level of service provided, including training for Midland's Integrity™ web GIS solutions. Standard training can include on-going technical support services, remote technical support, recorded technical support sessions, remote computer diagnostics, computer-to-computer file transfers and software updates.

# FEE SCHEDULE

## GPS DATA COLLECTION & GIS DEVELOPMENT

**Sanitary Sewer Utility Network** \_\_\_\_\_ **\$52,621.00**

*Fees are based on the number of utility features as provided to Midland GIS Solutions by The City of Basehor, KS.*

### *Optional Software*

## INTEGRITY WEB GIS DEVELOPMENT

**Integrity Web-GIS Development** \_\_\_\_\_ **\$2,500.00**

**Annual Web Hosting** \_\_\_\_\_ **\$3,000.00**

*Integrity™ users that have Midland GIS Solutions host their web GIS site will automatically receive Integrity™ source code, versioning updates and additional integration of GIS-ready layers.*

# REFERENCES

## TRENTON MUNICIPAL UTILITIES

**Chad Davis, Utility Director**

1100 Main Street  
PO Box 108  
Trenton, MO 64683  
(660) 359-2281 x27  
utildirector@trentonmo.com

## ST. JOSEPH, MISSOURI

**Gary Leftin, Supt. of Streets & Sewers**

Street Department  
2316 South 3<sup>rd</sup> St.  
St. Joseph, MO 64501  
(816) 271-4848  
gleftin@ci.st-joseph.mo.us

## BURLINGTON, KS

**Alan Schneider, Electric Utility Supt.**

301 Basehor St.  
PO Box 207  
Burlington, KS 66839  
(620) 364-5575  
BURLINGTONNELEC@MCHSI.COM

## PERRY, IOWA

**Josh Wuebker, Asst. Public Works Dir.**

1102 Willis Avenue  
PO Box 545  
Perry, IA 50220  
(515) 465-2675  
josh.wuebker@perryia.org

## NIXA, MO

**Travis Carr, Mapping Technician**

PO Box 395  
715 W. Mt. Vernon  
Nixa, MO 65714  
(417) 725-7143  
tcarr@nixa.com

## SEDALIA, MISSOURI

**Devin Stevens, Public Works Project Mgr.**

Municipal Building, Ste. 203  
200 S. Osage Avenue  
Sedalia, MO 65301  
(660) 827-3000 x162  
dstevens@cityofsedalia.com

## GARDNER, KS

**Mark Sullivan, Engineering Tech.**

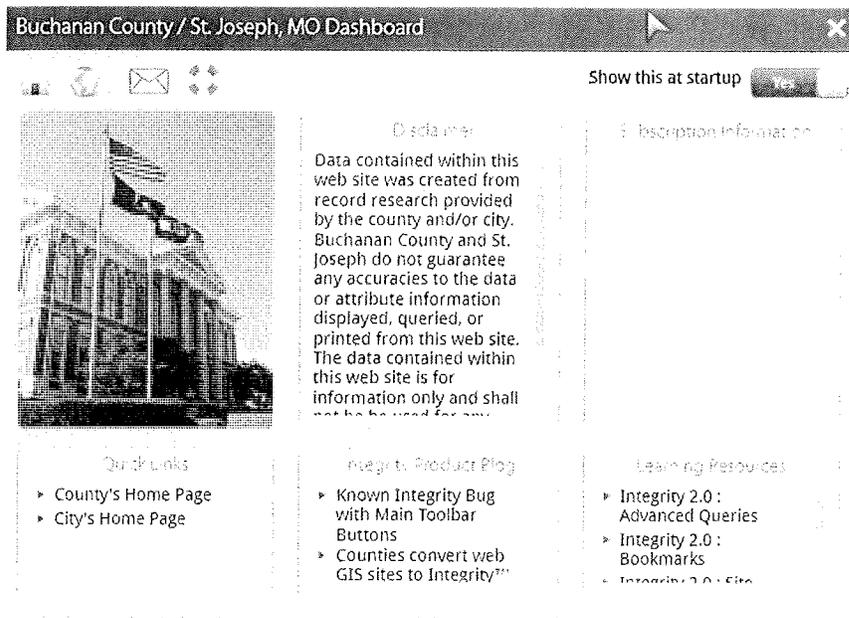
1150 E. Santa Fe  
Gardner, KS 66030  
(913) 856-7256  
msullivan@gardnerkansas.gov

# ATTACHMENT A

## INTEGRITY™ WEB GIS FUNCTIONALITY

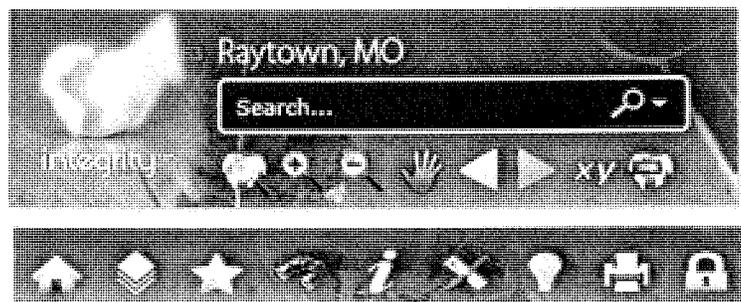
### Website Dashboard

Information specified by the client, including a standard disclaimer, hyperlink to an ftp site, contact information, hyperlink to the client's homepage and easy access to the help menu is conveniently located in the Integrity™ "Dashboard".



### Basic Navigation Tools

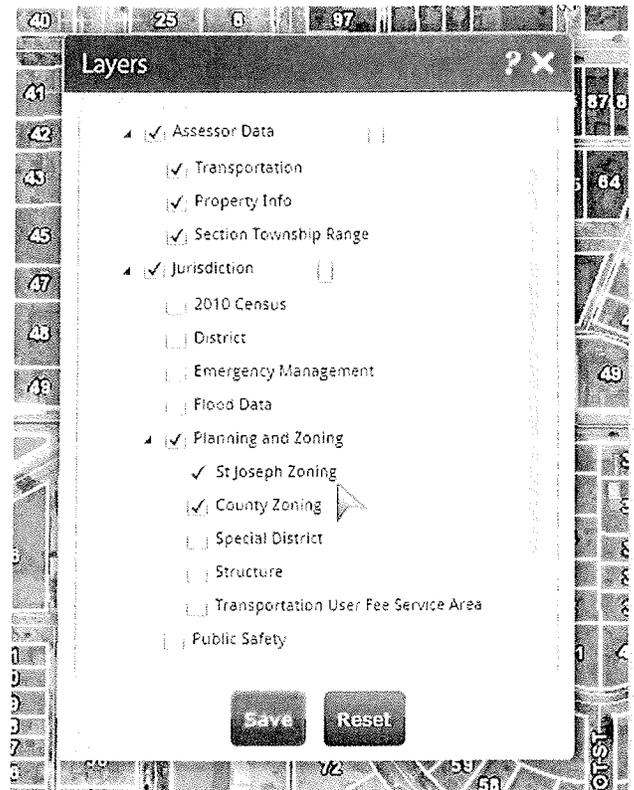
Integrity™ has a basic navigation tool bar containing pan, zoom in, zoom out, full extent, quick search, and coordinates, as well as a higher-level tool bar with buttons to access the following features: website dashboard, layers, bookmarks, advanced query, identify, drawing and measure, map tips, print and login.



## Layers Menu

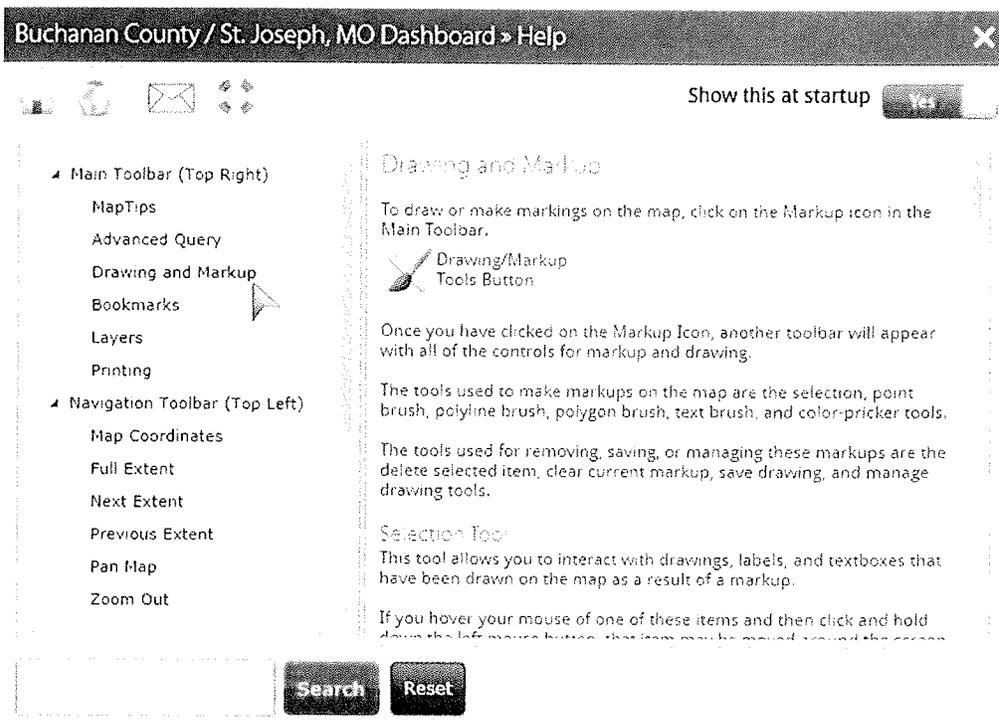
The layers menu in Integrity™ can easily be turned on and off and is accessible from the main toolbar. The layers menu can also be reset to default settings (layers on and off) and can also be saved on a local machine to maintain layer settings for future website viewing sessions.

(Right)



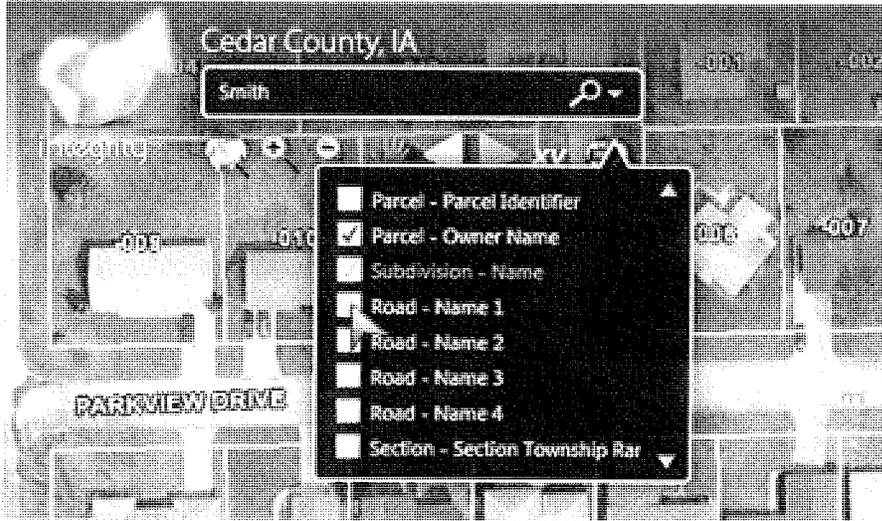
## Help Documentation

All Integrity™ sites include a detailed help menu within the website, and all clients also receive a PDF training manual for easy distribution to all users. The help menu, as well as the training manual, include a table of contents for easy navigation and the help menu within the Integrity™ site as a built in search feature. (Below)



## Quick Search & Filtering

This feature allows users to search for layer attributes (i.e. street name, property owner name, 911 address, subdivision, utility information, etc.) and apply search filters to narrow results.



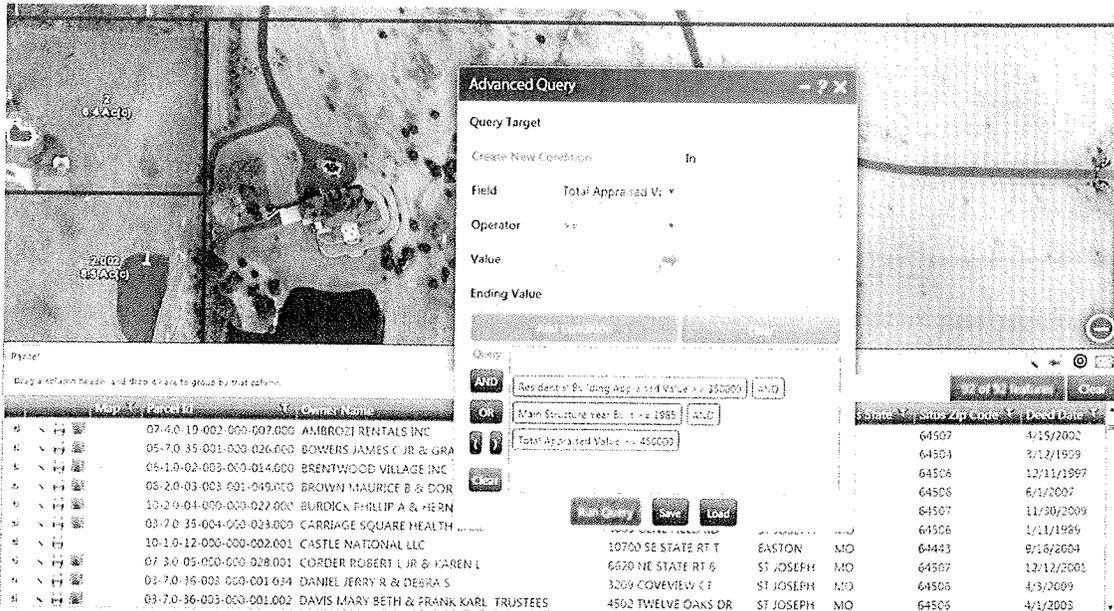
## Map Tips

Integrity™ provides users with a “quick identify” tool. Map tips can be easily filtered to select what attribute information about a feature is displayed. Users can turn this feature on and off and “pin” as many map tips to the map as they would like.



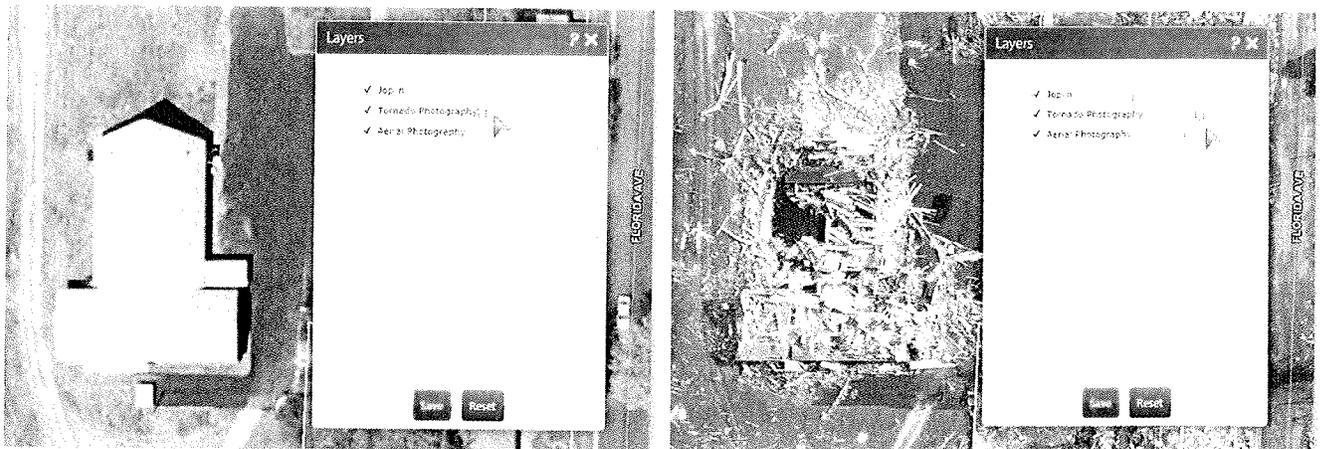
## Custom/Spatial Queries

With the Advanced Query feature, Integrity™ users can easily build detailed queries with multiple levels of criteria. These queries can be saved and opened again to save time and also to share with associates or customers. All query results can be exported to an excel file.



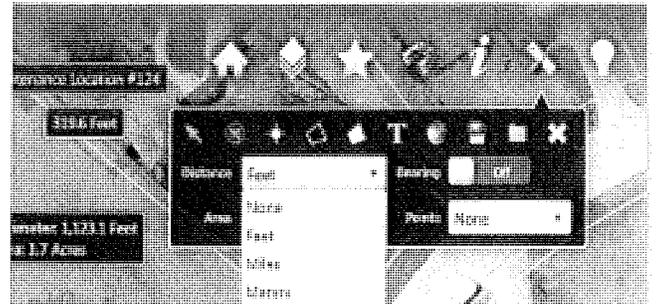
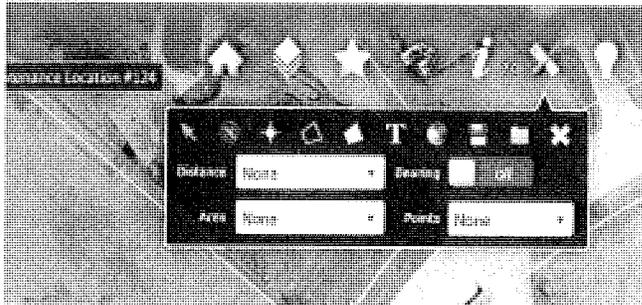
## Aerial Photography

All layers in the geodatabase, including the base map and all aerial photography can be displayed as layers in the web GIS site. Integrity™ also has a "sliding" bar for imagery so that the base map or photography layer(s) can be faded in and out.



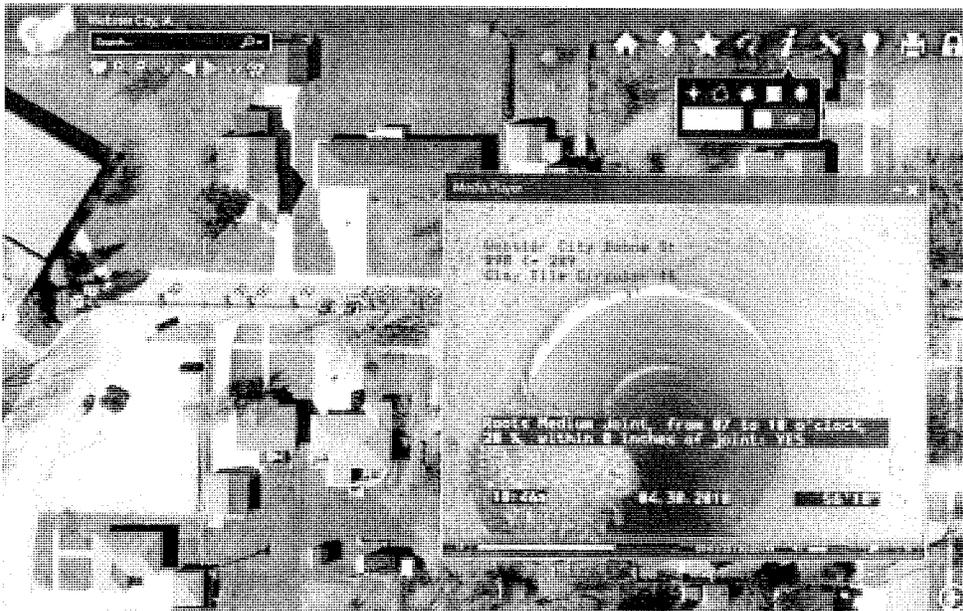
## Mark Up Tools

With our user-friendly mark-up tools, Integrity™ users have the ability to draw polygons, points, lines, add text, and utilize various measurement settings. Users have the ability to move drawings once complete and also utilize the color wheel for all drawings and text. All drawings can be saved, or bookmarked, and exported via email or printed within the Integrity™ map viewer.



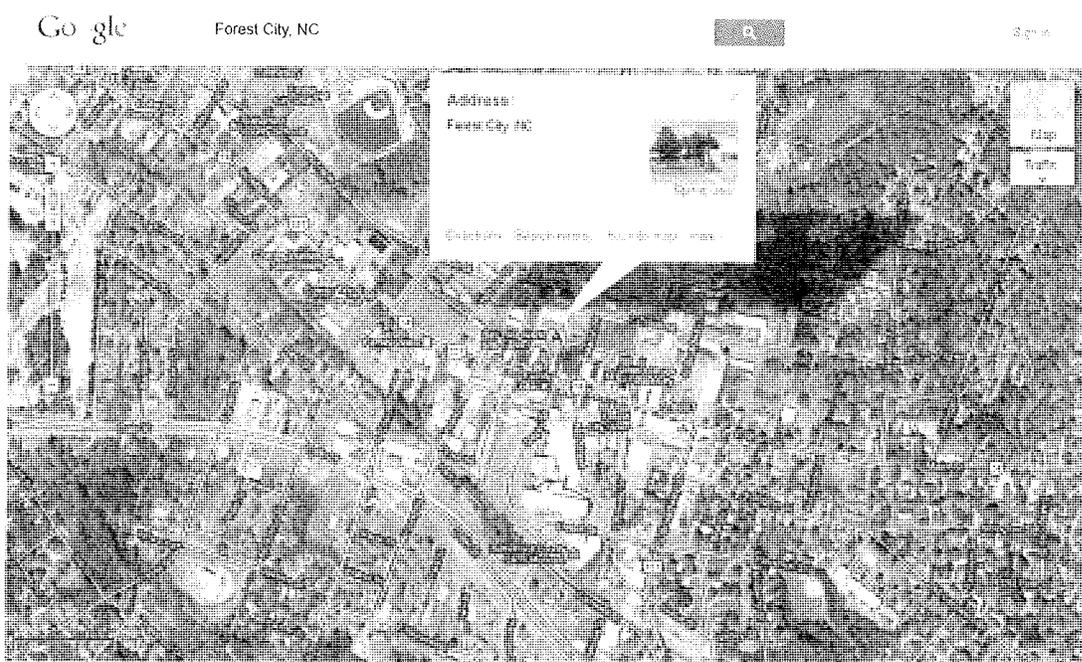
## Hyperlink Media & Documents

Users can hyperlink media (videos and pictures), documents, external websites and database tables in Integrity™ for easy access to geographically referenced information relating to parcels, roads, utilities, or any other data layer.



## Internal & External Map Services (Google Maps/Bing Birds Eye)

Integrity™ is capable of consuming all kinds of map and web services from internal and external sources. For example, aerial photography from another source can be accessed and displayed within the application.



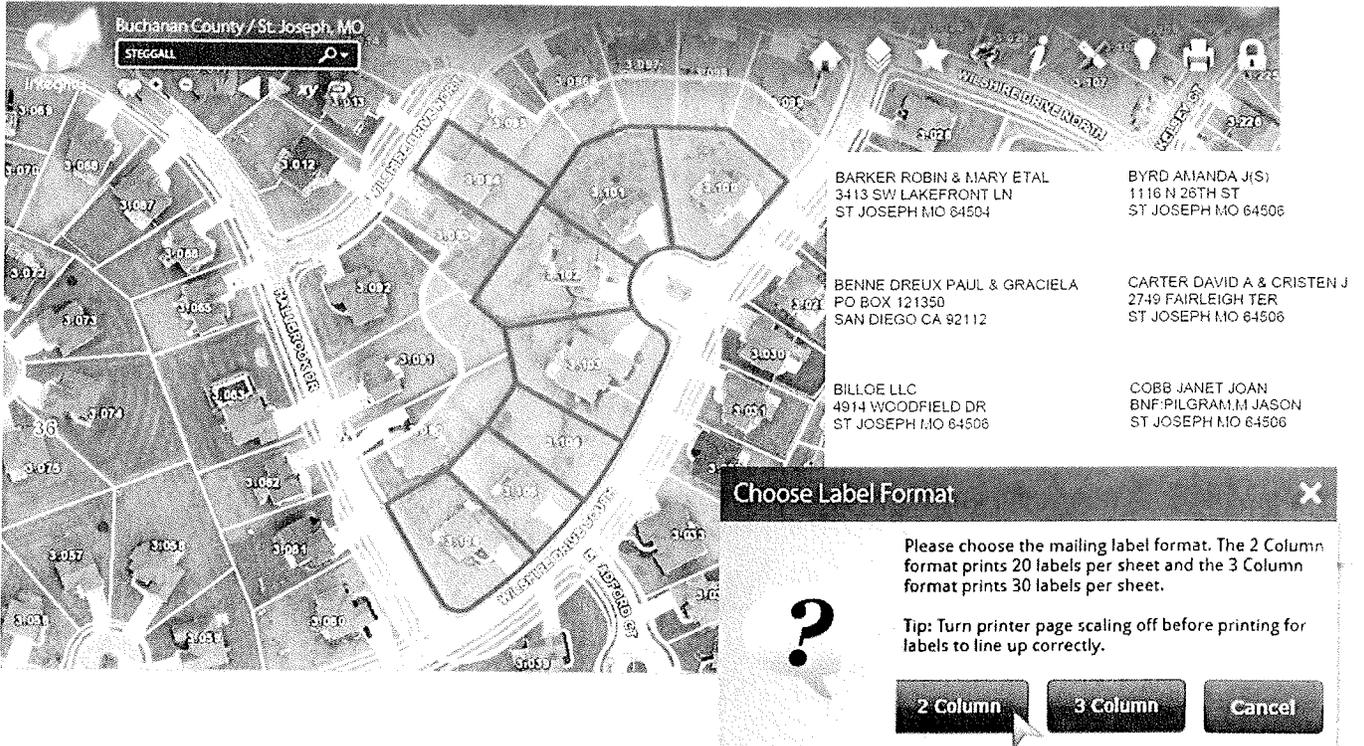
## Bookmarking

With Integrity™ any map, query or drawing can be saved, or bookmarked. The bookmark feature allows users to name their saved map or query and easily recall it in the same or future viewing session. Saved maps can also be exported and emailed to others to open independently of the Integrity™ website.



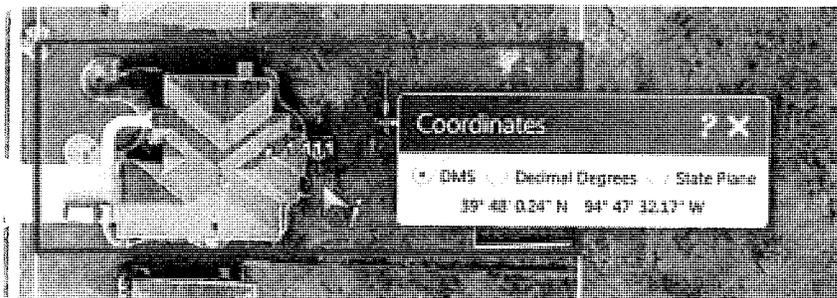
## Buffering & Mail Labels

A buffer can be used to identify features that are within a specified distance from your selection. If you've selected a feature, you can buffer off of it and create an excel spreadsheet or Avery mailing labels from your results.



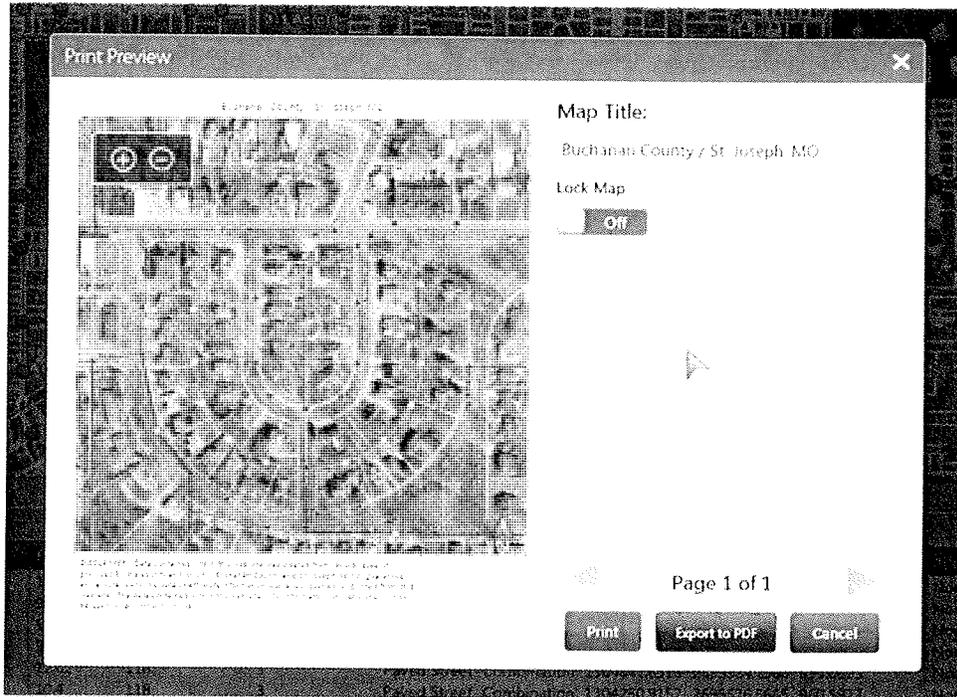
## Coordinates

The Integrity™ drawing and graphics tool gives the user the ability to display a user defined coordinate directly on the map. There is also a running coordinate window that can be turned on or off. The coordinate systems are Lat/Long DMS, Lat/Long decimal degrees, and State Plane.



## Map Printing & Export

Integrity™ users can print all maps at a standard size of 8 ½ x 11". All maps can be exported to a PDF from the print map view and resized accordingly for printing in various sizes. Users have the options of designating printing settings for a "template", or customized look. Reports can be printed and exported as well with no map.



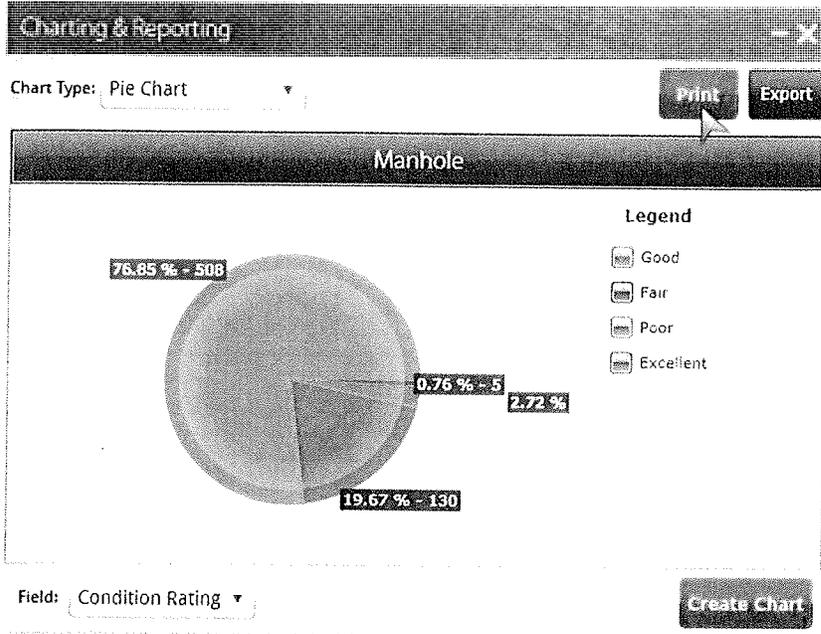
## File Manager

File Manger acts as a download portal within the Integrity™ site so that users have the ability to download and view different file formats, including shapefiles, zip files, PDF documents, etc. Users can select the desired file to download and save it locally on their computer.



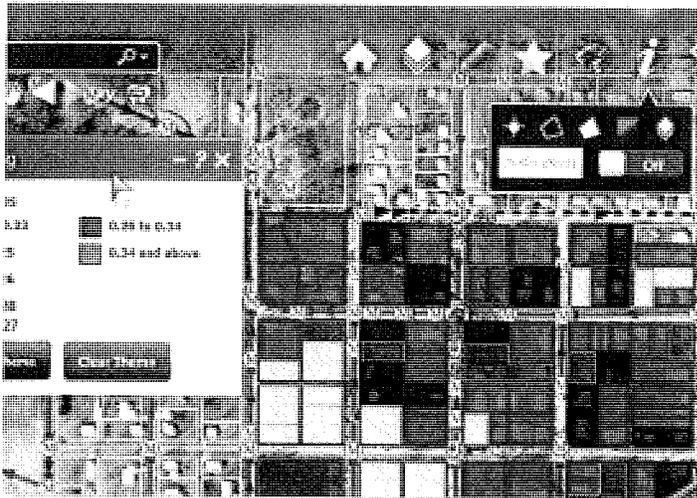
## Charts & Reports

Charts and reports are excellent graphical representations that assist with budget forecasting and Capital Improvement Project planning. Integrity™ has advanced reporting and charting capabilities that allow you to instantly analyze data and generate reports that might otherwise take days, weeks or even longer to create. All results can be exported to Excel format.



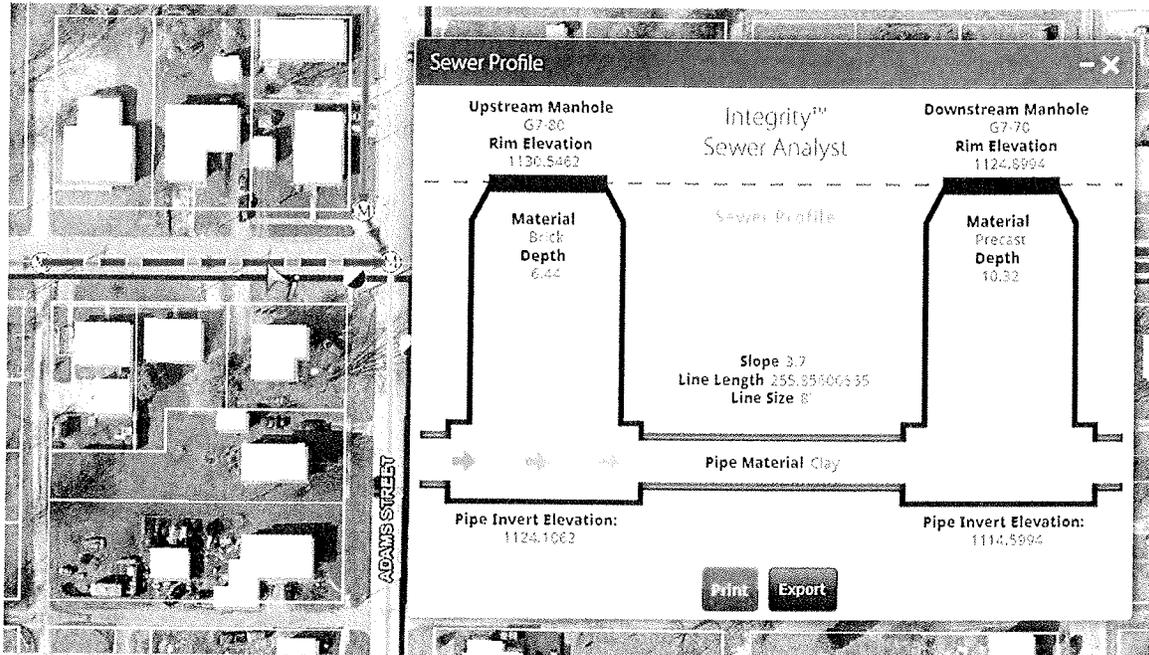
## Thematic Mapping

Integrity™ users can easily create thematic maps to show how a particular theme is connected to a specific geographic area. The thematic mapping tool creates themes by applying colors to features and creating a legend in which the selected feature's attributes fall into.



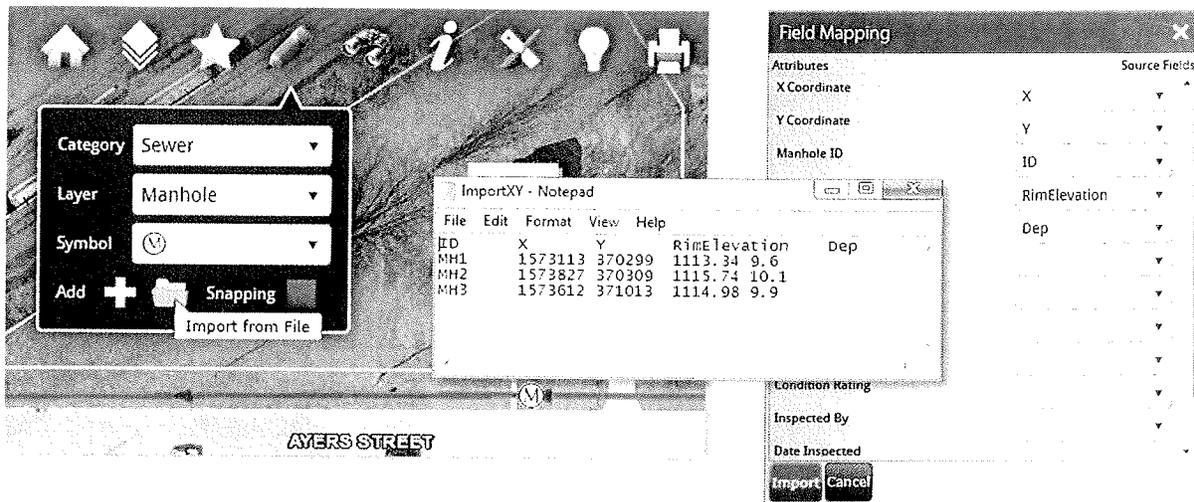
## Sewer Profile

With Integrity™, users can select, or identify a gravity main and instantly generate a detailed Sewer Profile report identifying each manhole flow direction of the pipe, manhole material, rim elevation and pipe invert elevation. This graphic profile can also be exported to a .PNG file and a .PDF if desired.



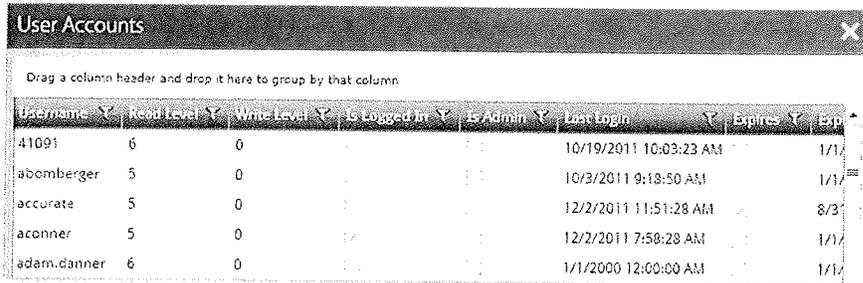
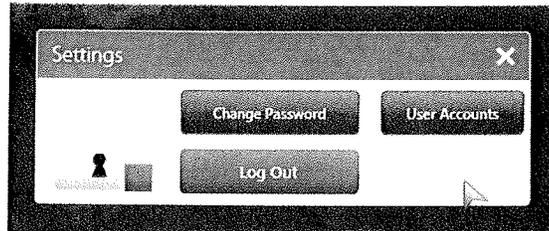
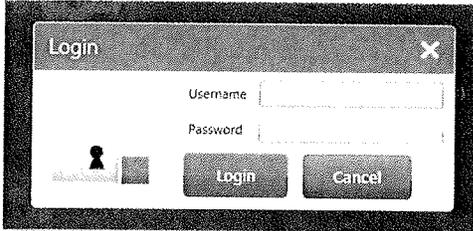
## Upload X,Y Coordinates (GPS Coordinates)

Integrity™ offers the ability to batch import GPS points, or X,Y coordinates, from an Excel or .CSV file. All features with an X,Y coordinate can be mapped to a specific field in the GIS database within Integrity™. Features will be created from the coordinate file, along with the associated attributes.



## Secure Login

The Integrity™ web GIS interface includes a secure login feature that can be set up to control access to certain data layers in the web site. The secure access will require a unique username and password to gain access to any number of layers, attributes, or web site functionality. The designated Administrator(s) has full control to provide usernames and passwords to authorized staff.



Drag a column header and drop it here to group by that column

Username	Read Level	Write Level	Is Logged In	Is Admin	Last Login	Expires	Exp
41091	6	0			10/19/2011 10:03:23 AM		1/1/
abomberger	5	0			10/3/2011 9:18:50 AM		1/1/
accurate	5	0			12/2/2011 11:51:28 AM		8/3/
aconner	5	0			12/2/2011 7:58:28 AM		1/1/
adam.danner	6	0			1/1/2000 12:00:00 AM		1/1/

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 2

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**Topic:**

2013 Pavement Management Project contract with Donelson Construction, LLC.

**Action Requested:**

Approve sole source contract with Donelson Construction Company, LLC.

**Narrative:**

In the spring of 2013, the City collaborated with Unified Government to resurface 142<sup>nd</sup> Street (Parallel Road to North of US-24/40). 158<sup>th</sup> Street (Parallel to N. of US-24/40) and Parallel Road (161<sup>th</sup> Street to 155<sup>th</sup> Street) will be part of the County's chip and seal reimbursable program. For the remainder of the program, staff is proposing a sole source contract for modified aggregate quick set (MAQS) surfacing system with Donelson Construction Company, LLC.

The project will be paid from the consolidated highway fund.

**Presented by:**

Mitch Pleak, City Engineer and Gene Myracle, City Superintendent

**Administration Recommendation:**

Enter into a contract with Donelson Construction Company, LLC.

**Committee Recommendation:**

**Attachments:**

Memo 7.29.13 (2 pages)  
2013 Project Maps (4 pages)  
Proposal (1 page)  
MAQS – Pictures (3 pages)

**Projector needed for this item?**

No

# Memorandum

**To:** Mr. Mayor and City Council  
**CC:** Lloyd Martley  
**From:** Gene Myracle and Mitch Pleak  
**Date:** 7.29.13  
**Re:** 2013 Pavement Management Project.

---

2013 will mark the sixth year the City of Basehor has continued the annual pavement management program. The purpose of the pavement management program is to provide pavement treatments to existing roadways in order to extend the life of our roadway system.

The 2013 budget for pavement management is \$350,000 and will include approximately 7 miles of pavement treatment.

In 2012 the City utilized the City of Overland Park, KS chip and seal pavement specifications. The cost of the chip and seal was \$3.32 per square yard and included the chip and seal, two sweepings, and public information.

Since the 2012 project, staff has continued to research different products. In late 2012, the City of Olathe tested a modified aggregate quick set (MAQS) surfacing system product developed by Donelson Construction Company, LLC. The MAQS surfacing system was developed nine years ago. To test the product, the City of Olathe entered into a sole source contract. After reviewing the performance of the product, the City of Olathe has changed their residential street specifications to the MAQS system developed by Donelson Construction. In 2013, the City of Olathe bid the MAQS system for their 2013 pavement management program.

Donelson Construction has installed the MAQS system for nine years. In 2013, staff visited many streets with the MAQS system that were between one to nine years old. The findings were positive.

Staff found the following:

- The MAQS system sets up faster than most micro-surface pavements. (Typically one hour).

- Traffic can be on the pavement within one hour.
- The MAQS system has the appearance of new asphalt.
- There are no loose chips and no need for sweeping.
- The cost is comparable to the 2012 Chip and Seal Program. (\$3.00 to \$3.50 per square yard)
- The longevity of the MAQS system is approximately 7 years.
- Minimal wear from snow removal operations.

Staff recommends the use of the MAQS surfacing system for the 2013 pavement management program.

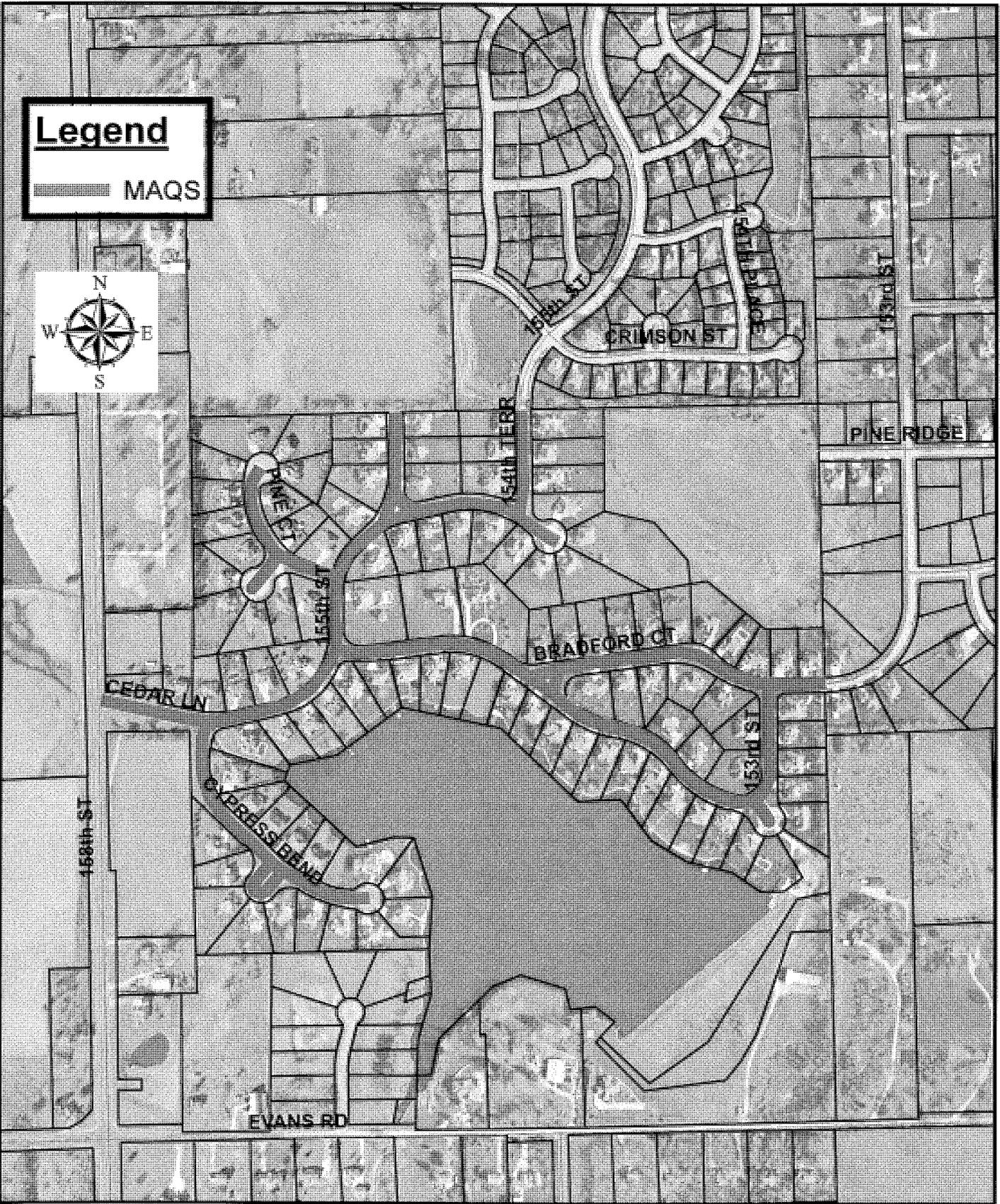
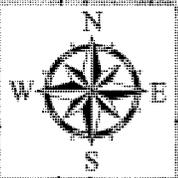
Staff recommends using Donelson Construction as the contractor for the product trial due to the following:

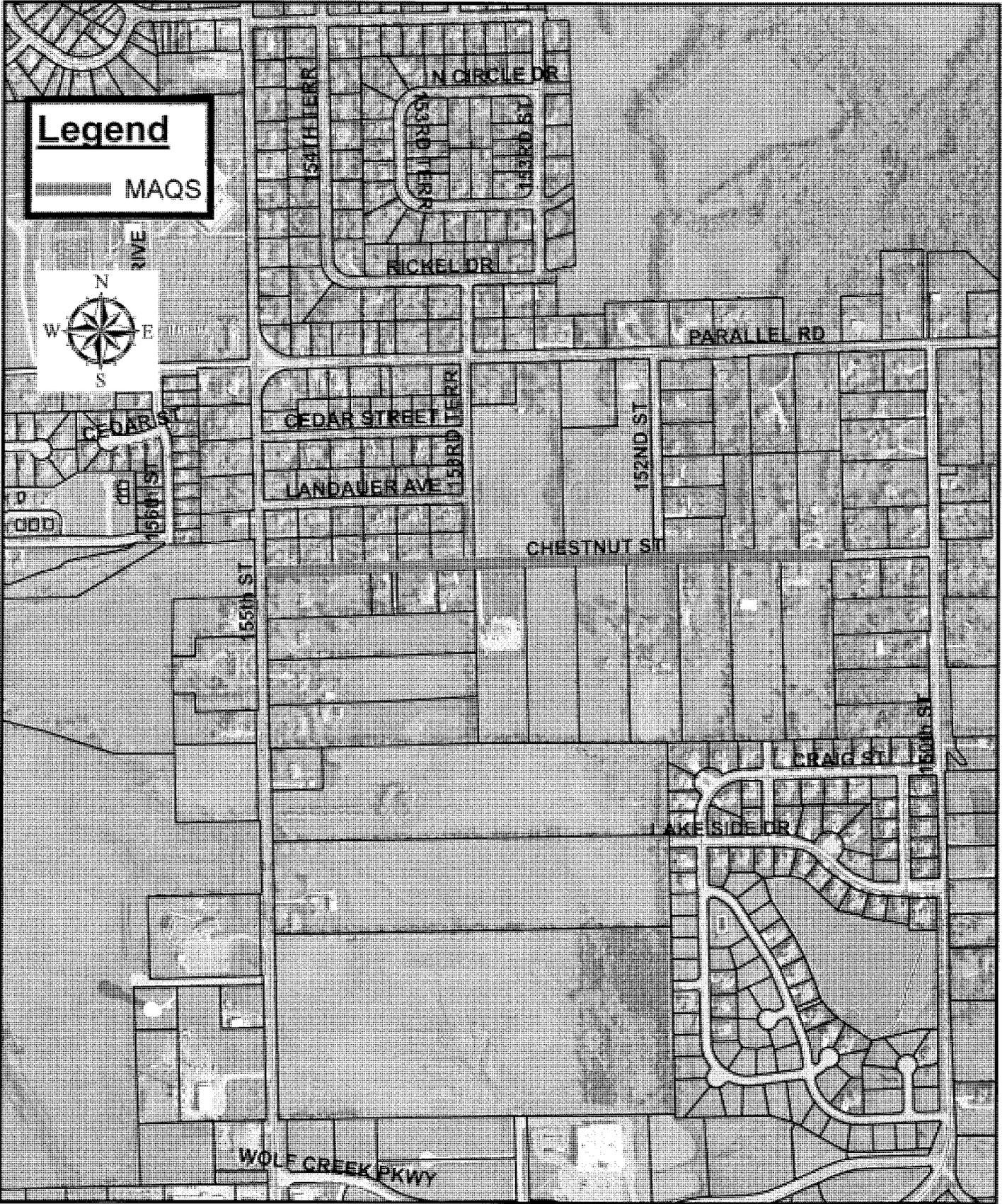
- Per the MAQS surfacing system specifications, the contractor shall be required to have at least two years of work experience in the application of the product. Donelson Construction has nine years of experience.
- Donelson Construction developed the MAQS surfacing system.

Donelson Construction Company, LLC. has submitted a proposal with a contract price of \$3.28 per square yard. The contract proposal will be for \$217,975.68.

**Legend**

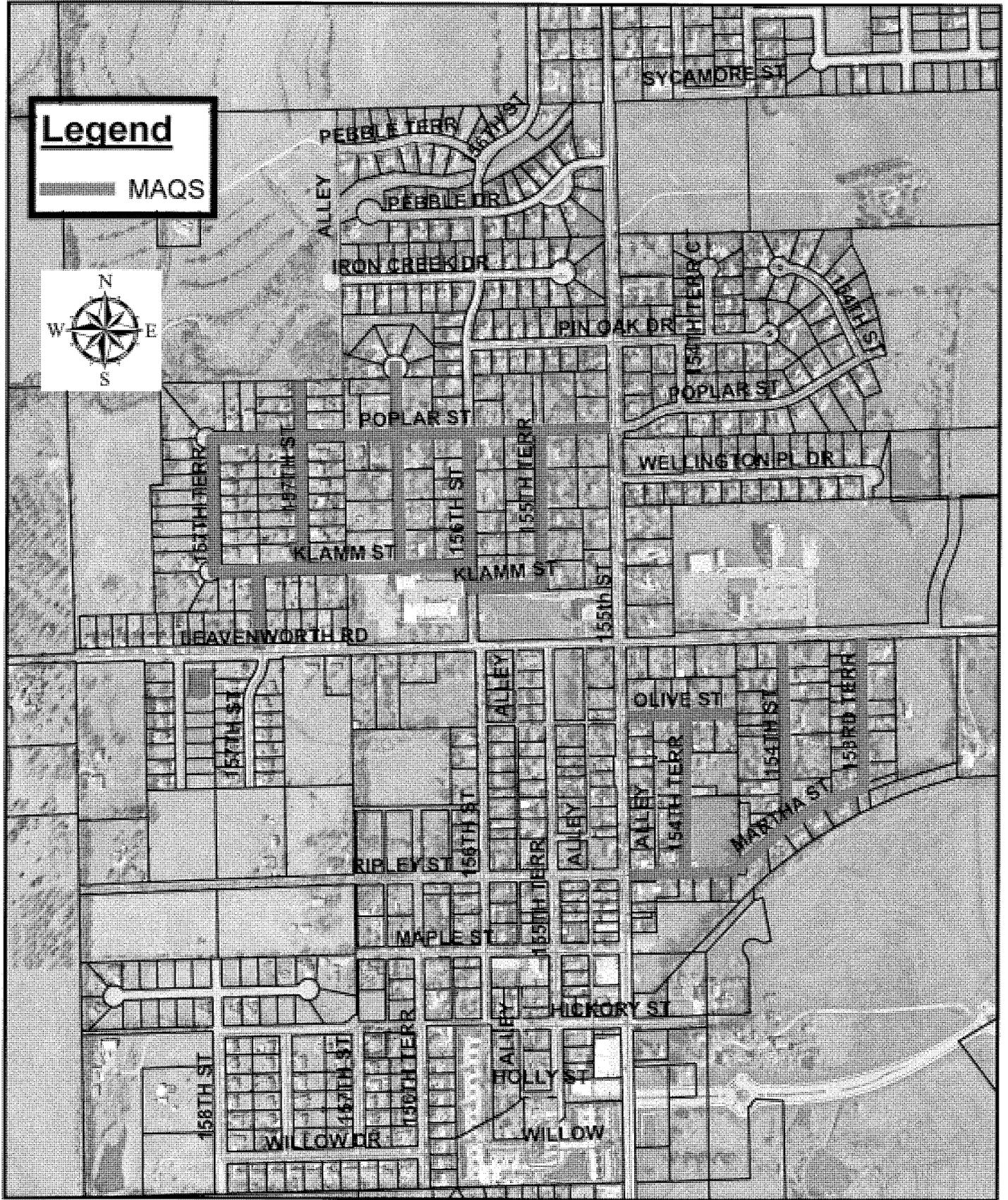
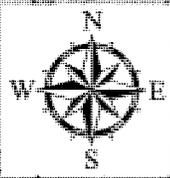
MAQS

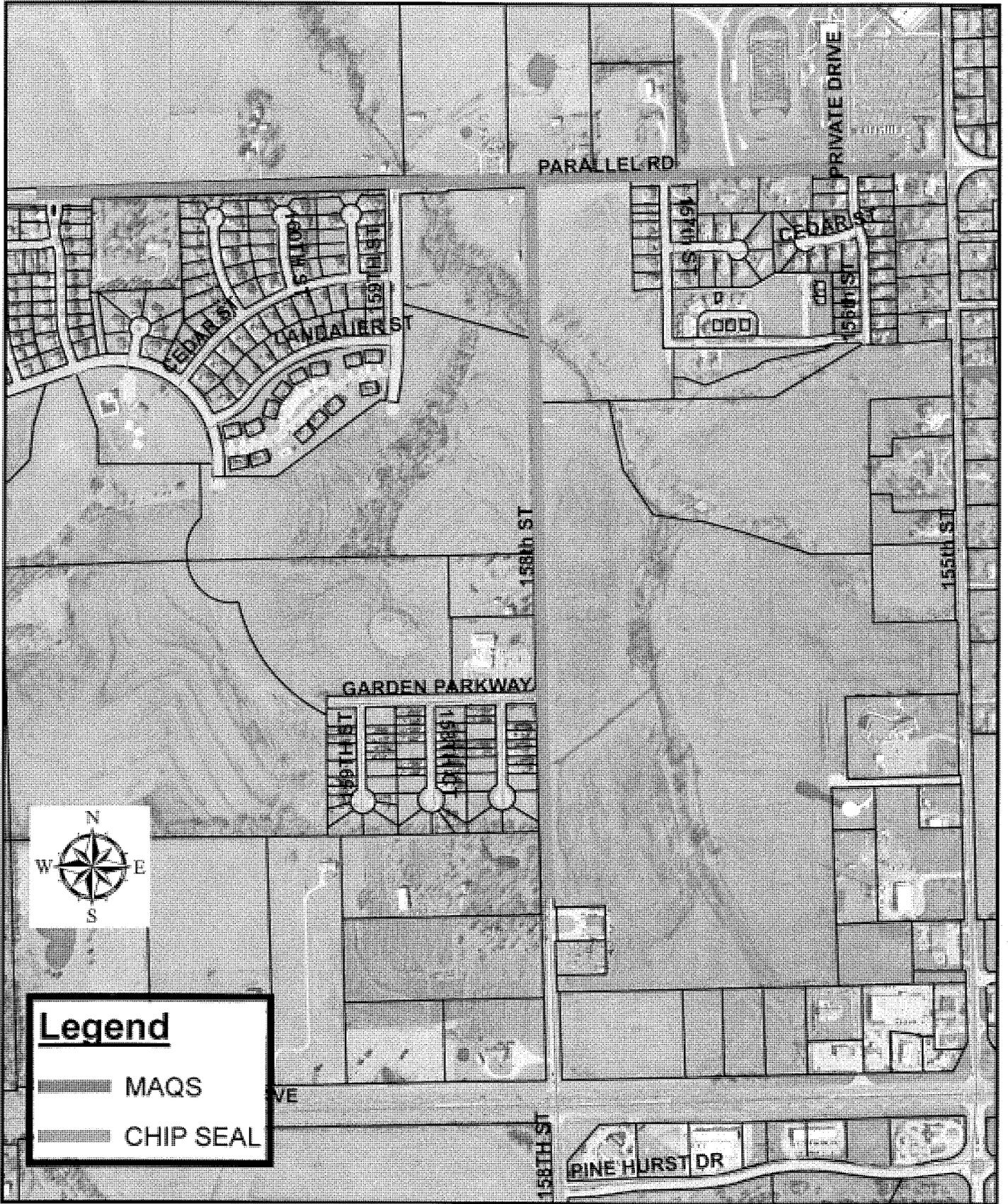




**Legend**

MAQS







**Construction  
Company, LLC**

Ph: (417) 743-2694  
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

July 17, 2013

NO: 130717-001

Mitch Pleak  
City of Basehor  
2620 N 155th St  
Basehor, KS 66007

**ESTIMATE**

**PROJECT NAME: MAQS Surfacing**

Donelson Construction Company, LLC is pleased to provide and estimate for the following work:

Road	MAQS @ \$3.28 / Yd <sup>2</sup>	Scratch @ \$3.28 / Yd <sup>2</sup>	Type Maint.	Unit Cost / per square yard	Extended Cost
Cedar Lake Subdivision	27,291	0	MAQS Surfacing	\$3.28	\$89,514.48
Clamm Subdivision	31,758	400	MAQS Surfacing	\$3.28	\$105,478.24
Chestnut Street	6,407	600	MAQS Surfacing	\$3.28	\$22,982.96

**Total Invoice: \$217,975.68**

Pricing estimate includes estimated scratch costs.

Respectfully,  
Scott Hilton

Clever Stone Company, Inc.  
Donelson Construction Company, LLC.  
Donelson Sealant Company, LLC.  
www.donelsonconstruction.net

MAQS SURFACING SYSTEM – 2013



MAQS SURFACING SYSTEM – 2013



MAQS SURFACING SYSTEM - 2004



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item 3

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**Topic:**

Construction inspection services for US-24/40 Corridor Management Projects

**Action Requested:**

Approve contract with McAfee Henderson Solutions, Inc.

**Narrative:**

April 12, 2013, the City Council formed a selection committee for construction inspection services for the US-24/40 Corridor Projects based on Kansas Department of Transportation (KDOT) guidelines. Letter of interest were sent to KDOT prequalified consultants. From the respondents received, the committee selected the three top firms based on qualifications to begin negotiations.

The committee is recommending McAfee Henderson Solutions, Inc for construction inspection services in the US-24/40 Corridor Management Projects.

The contract will be based on an hourly fee. The consultant will only be paid for hours worked. The total contract estimate is \$172,013.42.

**Presented by:** Mitch Pleak, City Engineer and Gene Myracle, City Superintendent

**Administration Recommendation:**

Enter into a contract with McAfee Henderson Solutions, Inc.

**Committee Recommendation:**

**Attachments:**

Resolution 2013-16 (63 pages)

**Projector needed for this item?** No

**RESOLUTION NO. 2013-16**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN CONSTRUCTION INSPECTION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND MCAFEE HENDERSON SOLUTIONS, INC., REGARDING CONSTRUCTION INSPECTION SERVICES RELATED TO IMPROVEMENTS TO WOLF CREEK PARKWAY IN BASEHOR, KANSAS.**

**WHEREAS**, the City of Basehor, Kansas wishes to enter into that certain Construction Inspection Services Agreement with McAfee Henderson Solutions, Inc., attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:**

**Section 1.** That the Governing Body approves and hereby authorizes the Mayor to execute the Construction Inspection Services Agreement, attached as **Exhibit A**.

**Section 2.** That this resolution shall become effective upon passage.

PASSED by the Governing Body this \_\_\_ day of August, 2013.

APPROVED by the Mayor this \_\_\_ day of August, 2013.

[SEAL]

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

# EXHIBIT A

## ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Leavenworth County, Kansas, by and between the City of Basehor, Kansas, hereinafter "City," and **McAfee Henderson Solutions, Inc.**, hereinafter "Consulting Engineer/Architect." City intends to use the services of Consulting Engineer/Architect for the improvement of 158<sup>th</sup> Street from US-24/40 to Wolf Creek Parkway, Wolf Creek Parkway from 155<sup>th</sup> St. to 158<sup>th</sup> St., and 155<sup>th</sup> Street from US-24/40 to Wolf Creek Parkway (hereinafter the "Project") in Basehor, Kansas, as follows:

***Construction Inspection Services to Ensure Conformance to Approved Plans (KDOT Projects 24-52 KA-2819-01, 24-52 KA-2277-01, and 24-52 KA-2818-01) (hereinafter the "Services")***

City hereby contracts with Consulting Engineer/Architect for the furnishing of the Services in connection with the Project. The Services are more particularly described in Exhibit A, attached hereto and incorporated by reference herein. By executing this Agreement, the Consulting Engineer/Architect represents to City that Consulting Engineer/Architect is professionally qualified to provide these Services for this Project and is licensed to practice engineering/architecture by all public entities having jurisdiction over Consulting Engineer/Architect and the Project.

### **SECTION I - DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Basehor, Kansas.

"Consulting Engineer/Architect" means the company or individual identified above. Consulting Engineer/Architect shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

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

"Engineering/Architectural Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering/Architectural Services" means the professional services, labor, materials,

supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer/Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"KDOT" means Kansas Department of Transportation

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

## **SECTION II - COMPENSATION**

- A. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed **One hundred seventy two thousand thirteen dollars and 42/100 (\$172,013.42)**, including reimbursables. The fee is based on the performance of the Services outlined in this Agreement, and shall be billed using hourly rates as set forth in Exhibit A attached hereto and incorporated by reference herein. The Services shall be performed on an ongoing basis during the Term as determined and directed by the City.
- B. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed herein when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit A. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by this Agreement, providing services necessitated in the event the Engineering/Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer/Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer/Architect, as compensation for these services, shall be in accordance with the hourly rate schedule attached as Exhibit A. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.
- C. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer/Architect shall not be paid extra by City if its appearance is to

defend its professional Engineering/Architectural Services. If Consulting Engineer/Architect is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit A.

- D. Billing: Consulting Engineer/Architect shall bill City monthly for all completed Services. The bill submitted by Consulting Engineer/Architect shall itemize the Services for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the City of the undisputed invoice.
- E. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer/Architect immediately. Consulting Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.
- F. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect.
- G. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer/Architect's standard hourly rates per Exhibit A; provided, however, that any increase in contract price or contract time must be approved through a written Change Order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.
- H. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by Change Order. The contract price and contract time may only be changed by a written Change Order approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved Change Order. If notice of any change

affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, contract price or contract time, is a requirement of any insurance policy held by Consulting Engineer/Architect as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

### **SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT**

Consulting Engineer/Architect shall furnish and perform the various Services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which Services shall include:

#### **A. CONSTRUCTION PHASE**

Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein. Services shall be provided in accordance with the final design plans, KDOT's Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

#### **B. GENERAL DUTIES AND RESPONSIBILITIES**

1. Acknowledgement of the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and agrees to provide the Services in conformance with the same.
2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any Service concerning the Project. Consulting Engineer/Architect is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, will provide personnel who are fully qualified to perform the services in a competent and professional manner, and will provide City and KDOT a list of assigned inspectors and their certifications. All personnel shall comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4,

Section 8 Fluorescent Vests. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: **Joseph L. McAfee, P.E.** As principal on this Project, this person shall be the primary contact with the City's Project Manager and shall have authority to bind Consulting Engineer/Architect. So long as the individual named above remains actively employed or retained by Consulting Engineer/Architect, he/she shall perform the function of principal on this Project.

3. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer/Architect or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer/Architect which is not defined within the scope of services of Consulting Engineer/Architect. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer/Architect may assist City in procuring such services of third parties, Consulting Engineer/Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting of Service: Consulting Engineer/Architect shall not subcontract or assign any of the Engineering/Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering/Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering/Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V.C. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide the City with certification thereof.
5. Inspection of Documents: Consulting Engineer/Architect shall maintain all books and Project records for inspection by City and/or KDOT during the contract period

and for five (5) years from the date of final payment.

#### **SECTION IV - CITY OF BASEHOR'S RESPONSIBILITIES**

- A. Communication: City shall provide to Consulting Engineer/Architect information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer/Architect's submissions; and give written notice to Consulting Engineer/Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering/Architectural Services.
- B. Access: City will provide access for Consulting Engineer/Architect to enter public and private property as necessary to provide the Services.
- C. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer/Architect, with authority to transmit instructions and define policies and decisions of City.

#### **SECTION V - GENERAL PROVISIONS**

##### **A. TERMINATION**

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer/Architect, by providing ten (10) days' written notice of such termination to Consulting Engineer/Architect. Upon receipt of such notice from City, Consulting Engineer/Architect shall, at City's option as contained in the notice: (a) immediately cease all Engineering/Architectural Services; or (b) meet with City and, subject to City's approval, determine what Engineering/Architectural Services shall be required of Consulting Engineer/Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer/Architect shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.  
If City defaults on its obligation under this Agreement, Consulting Engineer/Architect is entitled to terminate this Agreement by providing ten (10) days' written notice.
2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer/Architect, and the Consulting Engineer/Architect shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer/Architect's services have been so terminated, such termination shall not

affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services completed to the City's satisfaction up to the date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages, interest and attorney fees.
5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its sub-contractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

**B. DISPUTE RESOLUTION**

City and Consulting Engineer/Architect agree that disputes relative to this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer/Architect shall proceed with the Engineering/Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's/Architect's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

**C. INSURANCE**

1. General

The Consulting Engineer/Architect shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer/Architect shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer/Architect at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer/Architect, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer/Architect shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer/Architect's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer/Architect shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	\$ 500,000
Products / Completed Operations:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

- a. Commercial General Form
- b. Explosion, Collapse & Underground
- c. Broad Form Contractual / Contractually Assumed Liability
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- g. **Name City of Basehor as "Additional Insured"**

4. Automobile Liability

Policy shall protect the Consulting Engineer/Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

Same as General Liability

Policy MUST include the following condition:

**Name City of Basehor as "Additional Insured"**

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting Engineer/Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:                      Statutory

Employers Liability -

Bodily Injury by Accident:	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 100,000 Each Employee

6. Professional Liability

The Consulting Engineer/Architect shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

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

OR

Is a company mutually agreed upon by the City and Consulting Engineer/Architect.

8. Subcontractors' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer/Architect shall either:

- a. Cover all subcontractors in its insurance policies, or

- b. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer/Architect shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

**D. INDEMNITY**

1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer/Architect hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consulting Engineer/Architect, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consulting Engineer/Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer/Architect is not responsible.

In the case of any claims against the City, its employees or agents

indemnified under this Agreement, by an employee of the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**E. AFFIRMATIVE ACTION/OTHER LAWS**

1. During the performance of this Agreement, the Consulting Engineer/Architect agrees that:
  - a. Consulting Engineer/Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - b. in all solicitations or advertisements for employees, the Consulting Engineer/Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
  - c. if the Consulting Engineer/Architect fails to comply with the manner in which the Consulting Engineer/Architect reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
  - d. if the Consulting Engineer/Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
  - e. the Consulting Engineer/Architect shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered

into by a Consulting Engineer/Architect:

- who employs fewer than four employees during the term of such contract; or
- whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

**F. ENTIRE AGREEMENT**

This Agreement and its attachments constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement. The following documents have been attached: KDOT Agreement No. 92-11 (Exhibit B); KDOT Agreement No. 113-12 (Exhibit C); KDOT Agreement No. 112-12 (Exhibit D).

**G. APPLICABLE LAW**

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

**H. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by Consulting Engineer/Architect without the written consent of the City.

**I. NO THIRD PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

The Consulting Engineer/Architect is an independent contractor and as such is not an agent or employee of the City.

**K. FEDERAL LOBBYING ACTIVITIES**

**(Only applies to projects receiving federal funds via the City)**

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City's Project Manager and should be returned to City with other final Contract Documents. It is the responsibility of Consulting Engineer/Architect to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

**L. COVENANT AGAINST CONTINGENT FEES**

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

**M. COMPLIANCE WITH LAWS**

Consulting Engineer/Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering/Architectural Services or the Project at the time Services are rendered. Consulting Engineer/Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

**N. TITLES, SUBHEADS AND CAPITALIZATION**

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**O. SEVERABILITY CLAUSE**

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

*(The remainder of this page has intentionally been left blank.)*

**P. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF BASEHOR, KANSAS**

**MCAFEE HENDERSON SOLUTIONS, INC.**

\_\_\_\_\_  
David K. Breuer  
Mayor

By: *[Signature]*  
(Authorized Signatory)  
Joseph L. McAfee

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Corey Swisher  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano  
City Attorney

ACKNOWLEDGEMENT

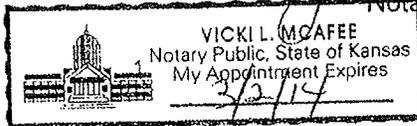
STATE OF KANSAS            )  
  ) ss.  
COUNTY OF LEAVENWORTH    )

BE IT REMEMBERED, That on this 30 day of July, 2013 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph L. McAfee, a representative of McAfee Henderson Solutions, Inc., who is personally known to me to be the such member and who is personally known to me to be the same person who executed as such member the foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
3/2/14



**EXHIBIT A  
Services**

**ATTACHMENT A  
SUPPORTING DATA SHEETS**

**For  
NOT TO EXCEED CONSTRUCTION ENGINEERING FEE**

**Project No.** KDOT 24-52-KA-2277, 2818, 2819 -01  
City of Basehor, Kansas US-24/40 Corridor Management Project

- Given:**
- (a) 158th Street (2819) Commencement Date – September 1, 2013
  - (b) 158th Street (2819) Completion Date - December 1, 2013
  - (c) Wolf Creek Parkway & 155th Street (2277, 2818) Commencement Date – April 1, 2014
  - (d) WCP & 155th Street (2277 & 2818) Final Completion Date - October 31, 2014
  - (e) All work periods equal 214 potential weekday workdays excluding Holidays.
  - (f) The available workdays are further reduced by 2 days per month for rain events.
  - (g) The base contract fee is based on 194 workdays requiring a Chief Inspector.

**Personnel:** Project Manager: Joseph McAfee, KDOT CIT No. 1033  
Chief Inspector: Michael Stephan, KDOT CIT No. 2863  
Secondary Inspector (Field): Joseph McAfee, KDOT CIT No. 1033

**A. PRE-CONSTRUCTION PHASE**

CONSULTANT STAFF	TITLE	HOURS
Joseph McAfee	Project Manager	20
Michael Stephan	Lead Inspector	45

**B. CONSTRUCTION PHASE**

Project Manager – Joseph McAfee, Professional Labor Hours (2 hrs per week)					
Month	Work Weeks (Mon-Fri)	Hours per Week	Saturdays Worked	Regular Hours	Overtime Hours
September, 2013	4	2	0	8	0
October	4.6	2	0	9.2	0
November	4	2	0	8	0
April, 2014	4.4	2	0	8.8	0
May	4.2	2	0	8.4	0
June	4.2	2	0	8.4	0
July	4.4	2	0	8.8	0
August	4.2	2	0	8.4	0
September	4.2	2	0	8.4	0
October	4.6	2	0	9.2	0
<b>Phase Totals</b>	<b>42.8</b>	<b>N/A</b>	<b>0</b>	<b>85.6</b>	<b>0</b>

MHS Fee Agreement 5013.042.01

Page 1

**EXHIBIT A  
Services**

<b>Chief Inspector – Michael Stephan, Professional Labor Hours</b>					
Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
September, 2013	18	10	0	180	0
October	21	10	0	210	0
November	18	9	0	162	0
April, 2014	20	10	0	200	0
May	19	10	0	190	0
June	19	11	0	209	0
July	20	11	0	220	0
August	19	11	0	209	0
September	19	10	0	190	0
October	21	10	0	210	0
<b>Phase Totals</b>	<b>194</b>	<b>N/A</b>	<b>0</b>	<b>1,980.0</b>	<b>0</b>

<b>Secondary Field Inspector (Project Testing with exception of Laboratory &amp; Nuclear Testing, and assistance during Major Construction Events) – Joseph McAfee, Professional Labor Hours</b>					
Month	Working Days (Mon – Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
September, 2013	2	10	0	20	0
October	4	10	0	40	0
November	5	10	0	50	0
April, 2014	2	10	0	20	0
May	4	10	0	40	0
June	3	10	0	30	0
July	7	11	0	77	0
August	7	11	0	77	0
September	5	10	0	50	0
October	0	0	0	0	0
<b>Phase Totals</b>	<b>39</b>	<b>N/A</b>	<b>0</b>	<b>404.0</b>	<b>0</b>

**EXHIBIT A  
Services**

**C. POST CONSTRUCTION-FINAL DOCUMENTATION PHASE**

CONSULTANT STAFF	TITLE	HOURS
Joseph McAfee	Project Manager	8
Michael Stephan	Assistant Inspector	24

**D. REIMBURSABLE PROJECT DIRECT EXPENSES**

DESCRIPTION	UNIT	QUANTITY	UNIT COST	UNIT
Chief Inspector Daily On-Site Project Mileage (207 days @ 4 miles per day)	Daily On-Site Project Mileage	828	\$0.57	471.96
Chief Inspector Off-Site Project Mileage for City Staff Communications, Quarry Sample Procurement, Batch Plant, & Sample Delivery to Testing Sub-Consultant	Project Off-Site Mileage	1,022	\$0.57	582.54
Secondary Field Inspector Mileage incurred for field testing, concrete pours and asphalt operations. (39 days @ 4 miles per day)	Daily On-Site Project Mileage	156	\$0.57	88.92
Material Testing Sub Consultant Professional Fees. (See Unit Cost Breakdown attached.)	Terracon, Inc.	1	\$12,330.00	12,330.00
<b>Direct Project Expense Total</b>				<b>\$13,473.42</b>

**EXHIBIT A  
Services**

**E. TOTAL CONSTRUCTION ENGINEERING ESTIMATE**

Contract Phase	Project Duty	Employee	Hours	Professional Labor Rate	Extension
Pre Construction	Project Manager	Joseph McAfee	20	\$ 100.00	2,000.00
	Chief Inspector	Michael Stephan	45	\$ 60.00	2,700.00
Construction	Project Manager	Joseph McAfee	85.6	\$ 100.00	8,560.00
	Chief Inspector	Michael Stephan	1,980	\$ 60.00	118,800.00
	Secondary Field Inspector	Joseph McAfee	404	\$ 60.00	24,240.00
Post Construction	Project Manager	Joseph McAfee	8	\$ 100.00	800.00
	Chief Inspector	Michael Stephan	24	\$ 60.00	1,440.00
Professional Labor/Hours Fee					158,540.00
Direct Expenses					13,473.42
<b>Total Construction Engineering Fee</b>					<b>\$172,013.42</b>

This completes our project summary of professional hours and direct expenses. If you have any questions regarding the listed hours please do not hesitate to contact me. We look forward to assisting you with the successful completion of this City of Basehor - KDOT Corridor Management Project.

Respectfully Submitted,



Joseph L. McAfee, President  
McAfee Henderson Solutions, Inc.

EXHIBIT B  
KDOT Agreement No. 92-11

RECEIVED  
JUL 05 2011  
TRANSPORTATION PLANNING  
DEPT. OF TRANSPORTATION

ORIGINAL

Agreement No. 92-11

PROJECT NO. 24-52 KA-2277-01  
CONSTRUCTION  
CITY OF BASEHOR, KANSAS

AGREEMENT

**PARTIES:** DEBRA L. MILLER, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and  
The City of Basehor, Kansas, hereinafter referred to as the "City,"  
Collectively referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to construct Wolf Creek parkway between 158<sup>th</sup> St and 155<sup>th</sup> St. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for construction of the Project, which is described as follows:  
Construction of a collector street North of US-24/40 between 158<sup>th</sup> St and 155<sup>th</sup> St in Basehor.

**EFFECTIVE DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the 20<sup>th</sup> day of June, 2011.

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of \$1,000,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$1,000,000. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

**ARTICLE II**

**THE CITY AGREES:**

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The City agrees to furnish the Secretary one (1) set of plans for his or her records. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

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

4. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

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

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

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

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

8. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

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

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

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

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

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

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

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the City.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

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

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the City does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the City elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The City will require at a minimum all personnel, whether City or consultant to

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$1,000,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

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

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

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

For any hazardous waste site, including, but not limited to, leaking underground

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

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

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

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

23. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

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

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

26. To control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

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

28. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

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

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

**ARTICLE III**

**THE PARTIES MUTUTALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Agreement No. 92-11

Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

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

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

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

6. The City agrees to comply with all appropriate state and federal laws and regulations for this Project.

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

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

9. 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 of provisions of this Agreement.

EXHIBIT B  
KDOT Agreement No. 92-11

Agreement No. 92-11

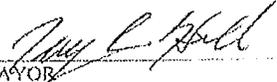
10. The Provisions found in Contractual Provisions Attachment (Form DA-146a) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

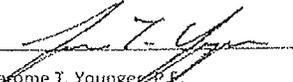
  
  
(SEAL)

THE CITY OF BASEHOR, KANSAS

  
MAYOR

Kansas Dept of Transportation  
Debra L. Miller, Secretary of Transportation



BY:   
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Special Attachment No. 1  
Page 1 of 2

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Programs), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(Revised 7/29/99)

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

Special Attachment No. 1  
Page 2 of 2

- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) **Incorporation of Provisions:** The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

{Revised 7/29/99}

**EXHIBIT B**  
**KDOT Agreement No. 92-11**

State of Kansas  
Department of Administration  
DA-146a (Rev. 04-11)

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 60 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees, (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions hereof.
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 the contract shall be deemed a waiver of the Eleventh Amendment."

**Exhibit C  
KDOT Agreement 113-12**

Agreement No. 113-12

PROJECT NO. 24-52 KA-2819-01  
CONSTRUCTION  
CITY OF BASEHOR, KANSAS

**A G R E E M E N T**

**PARTIES:** MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and  
The City of Basehor, Kansas, hereinafter referred to as the "City,"  
Collectively referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to widen 158<sup>th</sup> Street from US-24 to Wolf Creek Parkway. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for construction of the Project, which is described as follows:  
  
Intersection improvements at US-24/40 & 158<sup>th</sup> Street to construct a 36-foot roadway section 750 feet in length including pavement markings, asphalt pavement, curb & gutter, sidewalks, enclosed drainage system and pedestrian infrastructure.

**EFFECTIVE**

**DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the 30<sup>th</sup> day of July, 2012

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), up to \$458,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$458,000. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

monthly. Such payments will be made after receipt of proper billing and approval by a professional engineer licensed in the State of Kansas and employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments and construction engineering for the Project.

**ARTICLE II**

**THE CITY AGREES:**

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The City agrees to furnish the Secretary one (1) set of plans for his or her records. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a professional engineer licensed in the State of Kansas attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

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

4. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

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

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

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

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

8. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

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

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

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

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

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

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

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the City.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

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

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Local Projects LEA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the City does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the City elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$ 458,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by the City prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

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

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

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

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

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

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

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

23. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

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

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the

**Exhibit C  
KDOT Agreement 113-12**

Agreement No. 113-12

final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

26. To control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

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

28. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

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

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

**ARTICLE III**

**THE PARTIES MUTUALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

**Exhibit C**  
**KDOT Agreement 113-12**

Agreement No. 113-12

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

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

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after the date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

6. The City agrees to comply with all appropriate state and federal laws and regulations for this Project.

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

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

9. 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 of provisions of this Agreement.

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

***The signature page immediately follows this paragraph.***

Exhibit C  
KDOT Agreement 113-12

Agreement No. 113-12

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY CLERK

THE CITY OF BASEHOR, KANSAS

MAYOR



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

BY:

Jerome T. Youngers, P.E.  
Deputy Secretary and  
State Transportation Engineer

**Exhibit C**  
**KDOT Agreement 113-12**

State of Kansas  
Department of Administration  
DA-146a (Rev. 10-11)

**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. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory 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 / Lobbying:** 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 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.

**Exhibit C  
KDOT Agreement 113-12**

Special Attachment No. 1  
Page 1 of 2

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (37 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- i) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(Revised 9/29/11)

**Exhibit C**  
**KDOT Agreement 113-12**

Special Attachment No. 1  
Page 2 of 2

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: **PROVIDED**, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 9/29/11)

**Exhibit D  
KDOT Agreement 112-12**

Agreement No. 112-12

PROJECT NO. 24-52 KA-2818-01  
CONSTRUCTION  
CITY OF BASEHOR, KANSAS

**A G R E E M E N T**

**PARTIES:** MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

The City of Basehor, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System city street construction project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets. The City desires to construct a median on 155<sup>th</sup> Street at US-24 and widen 155th Street from US-24 to Wolf Creek Parkway. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

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

Intersection improvements at US-24/40 & 155<sup>th</sup> Street to construct a 36-foot roadway section 300 feet in length including pavement markings, asphalt pavement, curb & gutter, sidewalks, enclosed drainage system, pedestrian infrastructure and median.

**EFFECTIVE**

**DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the 30 day of July, 2012.

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To reimburse the City for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), up to \$620,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$620,000. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than

**Exhibit D  
KDOT Agreement 112-12**

Agreement No. 112-12

monthly. Such payments will be made after receipt of proper billing and approval by a professional engineer licensed in the State of Kansas and employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments and construction engineering for the Project.

**ARTICLE II**

**THE CITY AGREES:**

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the City's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The City agrees to furnish the Secretary one (1) set of plans for his or her records. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.
2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.
3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a professional engineer licensed in the State of Kansas attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:
  - a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
  - b. Language requiring the consultant to submit to the City (and to the

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the City and the consultant. Such language shall read:

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

4. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

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

Exhibit D  
KDOT Agreement 112-12

Agreement No. 112-12

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

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

8. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The City agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

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

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

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

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

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

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

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the final design plans, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the City.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, 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 City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

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

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the City does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The City may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the City elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$ 620,000. The City further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

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

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

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

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

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

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

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

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

23. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

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

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

26. To control the construction or use of any entrances along the Project within the City including those shown on the final design plans.

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

28. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

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

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

**ARTICLE III**

**THE PARTIES MUTUALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

**Exhibit D**  
**KDOT Agreement 112-12**

Agreement No. 112-12

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

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

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after the date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

6. The City agrees to comply with all appropriate state and federal laws and regulations for this Project.

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

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

9. 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 of provisions of this Agreement.

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

**The signature page immediately follows this paragraph.**

Exhibit D  
KDOT Agreement 112-12

Agreement No. 112-12

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed  
by their duly authorized officers on the day and year first above written.

ATTEST:

CITY CLERK

THE CITY OF BASEHOR, KANSAS

MAYOR

(SEAL)



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

BY:

[Signature]  
Jerome T. Younger, P.E.  
Deputy Secretary and  
State Transportation Engineer

**Exhibit D**  
**KDOT Agreement 112-12**

State of Kansas  
Department of Administration  
DA-146a (Rev. 10-11)

**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. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** 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 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.

**Exhibit D**  
**KDOT Agreement 112-12**

Special Attachment No. 1  
Page 1 of 2

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with regulations:** The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(Revised 9/29/11)

**Exhibit D**  
**KDOT Agreement 112-12**

Special Attachment No. 1  
Page 2 of 2

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 9/29/11)



City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 4

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**Topic:** Ordinance 585 amendment

**Action Requested:** Amend Ordinance 585

**Narrative:** Chapter 15: Cities Of The Third Class

Statute 15-204: Appointment of city officers; duties and compensation; removal. Subject to the provisions of K.S.A. 2009 Supp. 12-16,128, and amendments thereto, the mayor, with the consent of the council, may appoint, at the first regular meeting of the governing body in May of each year, the following city officers: A municipal judge of the municipal court, a clerk, a treasurer, a marshal-chief of police, law enforcement officers and such other officers as deemed necessary. Such officers shall hold an initial term of office of not to exceed one year and until their successors have been appointed and qualified. Any officers who are reappointed shall hold their offices for a term of one year and until their successors are appointed and qualified. The duties and pay of the various officers shall be regulated by ordinance. Any officer may be removed by a majority vote of the total membership elected or appointed to the council and may be suspended at any time by the mayor.

**Presented by:** Lloyd Martley, Chief of Police/Interim City Admin

**Administration Recommendation:** Approve amended ordinance

**Committee Recommendation:** N/A

**Attachments:** Ordinance #633

**Projector needed for this item?**

No

**ORDINANCE NO. 633**

**AN ORDINANCE TO PROVIDE FOR THE SALARIES AND COMPENSATION FOR OFFICERS OF THE CITY OF BASEHOR, KANSAS AND REPEALING ANY CONFLICTING ORDINANCES.**

WHEREAS, K.S.A. 15-204 requires all third class cities to prescribe by ordinance the salaries and compensation of its officers.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**SECTION 1: Compensation for officers and other professionals.** In accordance with K.S.A. 15-204, the Governing Body does hereby establish, approve and ratify the following compensation for officers and professionals:

Mayor:	\$200/pay period
City Council Members:	\$100/pay period
Municipal Court Judge:	\$450/month
Prosecutor:	\$400/month flat fee plus \$85/hour over 5 hours
City Attorney:	\$3,000/month flat fee plus \$175/hour over 25 hours

**SECTION 2: Compensation for Full-Time Salaried Officers.** In accordance with K.S.A. 15-204, the Governing Body does hereby establish, approve, and ratify the following compensation per pay period for full-time salaried Officers:

<u>Position</u>	<u>Low</u>	<u>High</u>
City Administrator	As established by contract	
City Clerk/Treasurer	\$2,284.00	\$3,354.40
Chief of Police	\$2,524.80	\$3,708.80

**SECTION 3: Repealer.** Any ordinances or code provisions setting forth compensation for the above officers are hereby repealed.

**SECTION 4: Conflict.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5: Effective Date.** That this ordinance shall take effect and be in force from and after its publication in the official newspaper of the City of Basehor, Kansas as provided by law.

**PASSED** by the City Council this \_\_\_\_\_ day of August, 2013.

**APPROVED** by the Mayor this \_\_\_\_\_ day of August, 2013.

**SEAL**

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 5

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**Topic:** Standard Traffic Ordinance of greater Kansas City for 2013

**Action Requested:** Adopt Ordinance #631 amending Chapter XIV, Traffic, Article 14-101 of the code of the City of Basehor, Kansas.

**Narrative:** In July of each year new laws for the State of Kansas that were adopted through legislation become effective. As a City we have to adopt a new ordinance each year to allow us to enforce the new laws.

**Presented by:** Chief Lloyd Martley

**Administration Recommendation:** Adopt ordinance #631 amending current STO.

**Committee Recommendation:**

**Attachments:** Ordinance #631, changes to the STO for the 2013, copy of the STO available for review if needed.

**Projector needed for this item?**

No

# MEMO

Date: August 5, 2013

To: Governing Body

From: Lloyd Martley, Chief of Police

Ref: STO (Standard Traffic Ordinance 2013)

Each year new laws for the State of Kansas that were adopted through legislation become effective on July 1. As a City we have to adopt a new ordinance each year which allows us to enforce the new laws.

The changes to the STO this year are as follows:

Section 25 Duty to give information and render aid

Section 30 Driving under the influence of alcohol or drugs, penalties

Section 30.1 Driving commercial vehicles under the influence of alcohol or drugs, penalties

Section 30.1.2 Refusal to submit to alcohol drug test

Section 30.3 Tampering with ignition interlock devices

Section 183 Head Lamps

Section 186 Stop Lamps

Section 200 Motor vehicle liability insurance

Staff recommendation: Approve Ordinance #631 adopting the 2013 Standard Traffic Ordinances.

(Published in the Basehor Sentinel \_\_\_\_\_)

**ORDINANCE NO. 631**

**AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER XIV OF THE CODE OF THE CITY OF BASEHOR KANSAS BY AMENDING SECTION 14-101 AND 14-102, AND ADDING NEW SECTIONS 14-103 AND 14-104, PERTAINING TO REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF BASEHOR, KANSAS; INCORPORATING BY REFERENCE THE 'STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 2013 EDITION,' WITH CERTAIN AMENDMENTS AND OMISSIONS, SUCH INCORPORATION BEING AUTHORIZED BY K.S.A. § 12-3009 THROUGH 12-3012 AND K.S.A. § 12-3301 AND 12-3302; REPEALING EXISTING SECTION 14-101, AND OTHER SECTIONS IN CONFLICT HEREWITH**

**NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**Section 1:** Section 14-101 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

ARTICLE 1. STANDARD TRAFFIC ORDINANCE  
14-101 INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Basehor, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", edition of 2013, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as incorporated by Ordinance No. 631," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2:** Section 14-102 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

14-102

SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic infractions which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3:** A new Section 14-103 of the Code of the City of Basehor, Kansas is hereby adopted to read as follows:

14-103

Sec. 194. Driving While License Canceled, Suspended or Revoked; Penalty.

- (a)
  - (1) Any person who drives a motor vehicle on any street or highway at a time when such person's privilege to do so is canceled, suspended or revoked or while such person's privilege to obtain a driver's license is suspended or revoked, shall upon a first conviction be punished by imprisonment for not more than six months or fined not to exceed \$1,000, or both such fine and imprisonment. On a second conviction of a violation of this section such person shall be punished by imprisonment for not more than one year or fined not to exceed \$2,500, or both such fine and imprisonment.
  - (2) No person shall be convicted under this section if such person was entitled at the time of arrest under K.S.A. 8-257 and amendments thereto, to the return of such person's driver's license.
  - (3) Except as otherwise provided by subsection (a)(4), every person convicted under this section shall be sentenced to at least five day' imprisonment and fined at least \$100.00 and upon a second conviction shall not be eligible for parole until completion of five days' imprisonment.
  - (4) If a person: (A) is convicted of a violation of this section, committed while the person's privilege to drive or privilege to obtain a driver's license was suspended or revoked for a violation of K.S.A. 8-1567, and amendments thereto, or any ordinance of any city or resolution of any county or a law of another state, which ordinance or law prohibits the acts prohibited by that statute; and (B) is or has been also convicted of a violation of K.S.A. 8-1567, and amendments thereto, or of a municipal ordinance or law of another state, which ordinance or law prohibits the acts prohibited by that statute, committed while the person's privilege to drive or privilege to obtain a driver's license was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least 90

days' imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

- (b) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section, conviction includes a conviction of a violation of any ordinance of any city or resolution of any county or a law of any state which is in substantial conformity with this section.

**Section 4.** A new Section 14-104 of the Code of the City of Basehor, Kansas is hereby adopted to read as follows:

14-104. The following section of the Uniform Traffic Ordinance incorporated in Section 14-101 above is hereby omitted and deleted:

Section 195.1 pertaining to Operation of a Motor Vehicle When a Habitual Violator

**Section 5.** This ordinance shall be construed as follows:

- A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.
- B. Savings Clause. The repeal of Ordinance sections, as provided herein below, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred there under or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and actions therefore.
- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Code or other Ordinances.

**Section 6.** That existing Sections 14-101 and 14-102 of the Code of the City of Basehor are hereby repealed.

**Section 7.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

**PASSED** by the Governing Body this \_\_\_\_\_ day of August, 2013.

**APPROVED** by the Mayor this \_\_\_\_\_ day of August, 2013.

[SEAL]

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

City of Basehor  
Agenda Item Cover Sheet

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Agenda Item No. 6

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**Topic:** Uniform Public Offense Code of greater Kansas City for 2013

**Action Requested:** Adopt Ordinance #632 amending Chapter XI, Public Offenses, Article 11-101 of the code of the City of Basehor, Kansas.

**Narrative:** In July of each year new laws for the State of Kansas that were adopted through legislation become effective. As a City we have to adopt a new ordinance each year to allow us to enforce the new laws.

**Presented by:** Chief Lloyd Martley

**Administration Recommendation:** Adopt ordinance #632 amending current UPOC.

**Committee Recommendation:**

**Attachments:** Ordinance #632, changes to the UPOC for the 2013 editions, copy of the UPOC available for review if needed.

**Projector needed for this item?**

No

# MEMO

Date: August 5, 2013

To: Governing Body

From: Lloyd Martley, Chief of Police

Ref: UPOC (Uniform Public Offense Code 2013)

Each year new laws for the State of Kansas that were adopted through legislation become effective on July 1. As a City we have to adopt a new ordinance each year which allows us to enforce the new laws.

The changes to the UPOC this year are as follows:

- Section 1.1 Definitions
- Section 4.3 Selling Sexual Relations
- Section 4.4 Promoting Prostitution (deleted)
- Section 4.5 Buying Sexual Relations
- Section 6.1 Theft
- Section 6.5 Criminal Deprivation of Property
- Section 6.7 Criminal Trespass
- Section 7.2 Interference with a Law Enforcement Officer
- Section 7.5 Falsely reporting an offense (deleted)
- Section 10.1 Criminal use of weapons
  - Section 10.1.1 Criminal carrying of a weapon
- Section 10.5 Unlawful discharge of a weapon
- Section 10.15 Operating a vessel under the influence of alcohol or drugs (penalties)

Staff recommendation: Approve Ordinance #632 adopting the 2013 Uniform Public Offense Code.

**ORDINANCE NO. 632**

**AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER XI OF THE CODE OF THE CITY OF BASEHOR KANSAS BY AMENDING SECTION 11-101, PERTAINING TO REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF BASEHOR, KANSAS; INCORPORATING BY REFERENCE THE ‘UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 2013 EDITION,’ WITH CERTAIN AMENDMENTS, SUCH INCORPORATION BEING AUTHORIZED BY K.S.A. § 12-3009 THROUGH 12-3012 AND K.S.A. § 12-3301 AND 12-3302; REPEALING EXISTING SECTION 11-101**

**NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**Section 1:** Section 11-101 of the Code of the City of Basehor, Kansas is hereby amended to read as follows:

**ARTICLE 1. UNIFORM OFFENSE CODE**

11-101 INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Basehor, Kansas, the “Uniform Public Offense Code for Kansas Cities”, edition of 2013, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped “Official Copy as incorporated by Ordinance No. 632,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**Section 2.** This ordinance shall be construed as follows:

- A. Liberal Construction. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.
- B. Savings Clause. The repeal of Ordinance sections, as provided herein below, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities

incurred there under or actions involving any of the provisions of said Ordinances or parts thereof. Said Ordinance repealed is hereby continued in force and effect after the passage, approval and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and actions therefore.

- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion or part of this proposed Ordinance set out herein, or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Code or other Ordinances.

**Section 3.** That existing Section 11-101 of the Code of the City of Basehor is hereby repealed.

**Section 4.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

**PASSED** by the Governing Body this \_\_\_\_\_ day of August, 2013.

**APPROVED** by the Mayor this \_\_\_\_\_ day of August, 2013.

[SEAL]

\_\_\_\_\_  
David K. Breuer, Mayor

ATTEST:

\_\_\_\_\_  
Corey Swisher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon M. Marcano, City Attorney

## RESOLUTION 2013-15

**A RESOLUTION DESIGNATING COMMERCE BANK, COUNTRY CLUB BANK, FIRST STATE BANK & TRUST, CITIZENS SAVINGS AND LOAN ASSOC. FSB AND COMMUNITY NATIONAL BANK DEPOSITORIES FOR THE CITY OF BASEHOR, KANSAS RESCINDING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH.**

**WHEREAS**, pursuant to K.S.A. 9-1401, the Governing Body shall designate banks, savings and loan associations and savings banks which shall serve as depositories of its funds and whereas the Basehor City Council has, at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing instrument and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:**

**SECTION ONE:** Commerce Bank, Country Club Bank, First State Bank & Trust, Citizens Savings & Loan Assoc. FSB and Community National Bank are designated as depositories for the funds of this municipal corporation.

**SECTION TWO:** This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by these Financial Institutions.

**SECTION THREE:** All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this municipal corporation with these Financial Institutions prior to the adoption of this resolution are hereby ratified, approved and confirmed.

**SECTION FOUR:** Any of the persons named below, so long as they act in a representative capacity as agents of this municipal corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with these Financial Institutions, concerning funds deposited in these Financial Institutions, moneys borrowed from this Financial Institution or any other business transacted by and between this municipal corporation and these Financial Institutions subject to any restrictions stated below.

**SECTION FIVE:** Any and all prior resolutions adopted by the City Council of this municipal corporation and certified to these Financial Institutions as governing the operation of this municipal corporation's account(s) are hereby rescinded.

**SECTION SIX:** This municipal corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) if this

municipal corporation, and authorizes the Financial Institutions named above, at any time, to charge this municipal corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on these Financial Institutions, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in section 7 (or the facsimile signature specimens that this municipal corporation files with these Financial Institutions from time to time) and contain the required number of signatures for this purpose.

**SECTION SEVEN:** Authorized Representatives:

Name and Title	Signature	Facsimile Signature
A)Corey Swisher, Finance Director/ City Clerk	_____	_____
B)Kathy Renn, Asst. City Clerk	_____	_____
C)Lloyd Martley, Interim City Administrator/Police Chief	_____	_____

A, B, and C are authorized to endorse checks and orders for the payment of money and withdraw funds on deposit with these Financial Institutions. Further, A, B and C are authorized to open any deposit or checking account(s) in the name of this municipality.

**ADOPTED** by the City Council this 19th day of August, 2013.

**APPROVED** by the Mayor this 19th day of August, 2013.

\_\_\_\_\_  
David K. Breuer, Mayor

Attest:

\_\_\_\_\_  
City Clerk