

**(revised 1/30/09)**

**AGENDA**

**BASEHOR CITY COUNCIL**

**February 2, 2009**

**6:00 p.m.**

**Basehor City Hall**

**WORK SESSION - 6:00 p.m.**      Discussion of agenda items

**REGULAR MEETING – 7:00 p.m.**

**1. Roll Call by Mayor Chris Garcia and Pledge of Allegiance**

**2. Consent Agenda**

*(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)*

- a. Approve Minutes
  1. January 22, 2009 Work Session & Regular Meeting
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

**3. Call to Public**

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the mayor then proceed to the podium; state your name and address).

**4. Scheduled Discussion Items**

**5. Business**

- a. Consider an ordinance implementing previously approved changes in the TDD agreement for Wolf Creek Junction.
- b. Notice of award to MKEC for design of Wolf Creek Junction street projects and notice to proceed.
- c. Consider the engineering and construction management procedures to be followed by the City and Benchmark Management as part of the Wolf Creek Junction street projects.
- d. Consider approval of expenditure for purchase of triangle piece of property north of 150<sup>th</sup> Street and 24-40 Highway.
- e. Consider approval of pay request #3 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$323,721.59.

- f. Consider payment to Leavenworth County Development Corporation for 2009 funding.
- g. Consider approval of a project to add a sidewalk around the north side of City Hall and make improvements to the rear entrance.
- h. Consider approval of additional engineering fees to modify the design of the 150<sup>th</sup> Street project.
- i. Consider priority street projects and approval to acquire easements and right of way for projects that are close to being shovel ready.

**6. City Administrator Report**

- a. Annexation issues
- b. Computer system audit
- c. City council meeting date for the week of Feb. 16

**7. Mayor's Report**

**8. Council Member Reports**

**9. Executive Session**

**10. Adjournment**

Basehor City Council reserves the right to amend the agenda following its publication in the Basehor Sentinel newspaper. Citizens are encouraged to attend all public meetings. Updates to the agenda may be viewed at [www.cityofbasehor.org](http://www.cityofbasehor.org)

*Note: Revised agenda & supporting documentation provided to governing body, candidates, meeting notice contacts, and newspaper on 1/30/09.*

**AGENDA****BASEHOR CITY COUNCIL****January 22, 2009****6:00 p.m.****Basehor City Hall****WORK SESSION - 6:00 p.m.** Discussion of agenda items**REGULAR MEETING – 7:00 p.m.****1. Roll Call by Mayor Chris Garcia and Pledge of Allegiance****2. Consent Agenda**

*(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)*

- a. Approve Minutes
  1. January 5, 2009 Work Session & Regular Meeting
  2. January 12, 2009 Work Session
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

**3. Call to Public**

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the mayor then proceed to the podium; state your name and address).

**4. Scheduled Discussion Items**

- a. Steve Jack, Executive Director - LCDC Quarterly Update

**5. Business**

- a. Consider waiving certain fees and requirements for USD 458 for the proposed Wellness and Fitness Center.
- b. Consider approval of an interlocal agreement with Leavenworth County for Sewer District #3 Glenwood Estates dealing with decommissioning of the sewer lagoons.
- c. Consider recommendations from the planning commission on the Pinehurst South Replat
- d. Review requirements for a conditional use permit for JED Installation
- e. Consider the engineering and construction management procedures to be followed by the City and Benchmark Management as part of the Wolf Creek Junction street projects.

- f. Consider payment request #2 final from Holland Corp. for the 2008 street overlay program.

**6. City Administrator Report**

**7. Mayor's Report**

**8. Council Member Reports**

**9. Executive Session**

**10. Adjournment**

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**Minutes****BASEHOR CITY COUNCIL****January 22, 2009****6:00 p.m.****Basehor City Hall****Official Presiding: Mayor Chris Garcia****Members Present: Pres. Iris Dysart, Terry Hill, Roger McDowell, Keith Safford, and Jim Washington (7:35 p.m. via telephone & arrived in person at 8:01 p.m.)****Members Absent: None****Staff Present: Carl Slaugh, Kathy Renn, Dustin Smith****Newspaper: Kaitlyn Syring, Basehor Sentinel (present at regular meeting)**

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**WORK SESSION - 6:00 p.m.**

The work session was called to order by Mayor Chris Garcia. All members were present with the exception of Councilmember Washington. The city attorney was not present.

**Discussion of agenda items*****b. Consider approval of an interlocal agreement with Leavenworth County for Sewer District #3 Glenwood Estates dealing with decommissioning of the sewer lagoons.***

City Administrator Carl Slaugh reported, based on council comments from the last meeting, Board of County Commissioners agreed to include the requested language changes to the proposed interlocal agreement, except they did not agree to pay the 2009 sewer connection fee rate and only agreed to pay the 2008 fee as originally stipulated. The Glenwood lagoon will be decommissioned and explained the route the new 10" sewer line would take, noting it would cross vacant ground owned by J. R. Evans then pump by force main to a new lift station in Cedar Falls and from there pumped to the Pinehurst lift station.

President Dysart asked if it would be cheaper to gravity flow Glenwood Subdivision now rather than continue to pay maintenance on the grinder pumps. Councilmember Sifford questioned if there would ever be a situation that would allow the grinder pumps to be eliminated. Mr. Slaugh reported the cost of replacing all the grinder pumps in the

subdivision would be about four times the cost of the current proposal and that each home would need to run new sewer lines from their homes to the main; a decision the homeowners would need to weigh in on.

Mr. Slaugh went over estimated construction costs (\$1,039,714.23) and projected loan amount (\$1,681,729). President Dysart questioned who would be responsible for the assessment on the vacant ground. Mr. Slaugh thought the property owners of Glenwood Estates would pay the assessments until the ground was developed. President Dysart was concerned that the property owners would be paying their own assessment, an assessment for the vacant ground, and a grinder pump assessment. Councilmember Sifford wanted to clarify that Council was merely acting on the interlocal agreement at this meeting. Mr. Slaugh stated that was correct.

President Dysart pointed out the sewer connection fee calculations shown in Exhibit 5 of the agreement should be recalculated at \$2950.00 (91 homes, 2 schools) and reflected in the new agreement. She pointed out the city paid \$46,815.37 in Pinehurst upsized fee; to date the city received \$11,095 for Cedar Falls and Cedar Lake, leaving a balance of \$35,720. If the city charged Glenwood Estates \$42,180 (Exhibit 4) the city would be overcharging for the lift station and the lift station upsizing would be overpaid.

Council discussed changes in construction costs, maintenance fund, and design. Mayor Garcia reminded the Council that everything up to this point has been estimates until finalized with the County and State.

Exact changes in agreement:

Paragraph 15 – removed

Paragraph 10 – added "...for the operation of any grinder pump systems or such other assessments as may be required in order to effect the treatment of wastewater generated within the District."

Paragraph 14 – added "...expected when the completed sanitary sewer system connects to the City system."

Break (6:56 p.m.)

### **REGULAR MEETING – 7:00 p.m.**

#### **ROLL CALL BY MAYOR CHRIS GARCIA AND PLEDGE OF ALLEGIANCE**

The regular meeting was called to order with all members present with the exception of Councilmember Washington. The city attorney was not present.

#### **CONSENT AGENDA**

*(Consent Agenda Items will be acted upon by one motion unless a Council Member requests an item be removed for discussion and separate action.)*

- a. Approve Minutes
  1. January 5, 2009 Work Session & Regular Meeting
  2. January 12, 2009 Work Session
- b. Approve Treasurer's Report & Vendor Payments
- c. Approve investment recommendations
- d. Approve calendar of events

A motion was made by Councilmember Sifford and seconded by President Dysart to approve the Consent Agenda as printed. A show of hands was taken with all members voting in favor. Motion passed 4-0.

### **CALL TO PUBLIC**

Members of the public are welcome to use this time to comment about any matter relating to City business that is listed on this Agenda. The comments that are discussed under "Call to Public" may or may not be acted upon by the Council during this meeting. There is a five-minute time limit. (Please wait to be recognized by the mayor then proceed to the podium; state your name and address).

***Sandra Grimes (15402 Crimson, Pinehurst South)*** brought her neighbor RoJean Mustain with her. Mrs. Grimes explained Mrs. Mustain noticed when she closed on her home that there was an issue with her lot [homes not placed correctly on lots]. She asked if something was being done to prevent this situation from happening again. The affected property owners are thankful to the city council for addressing the situation.

***Twila Heinen (3303 N. 154<sup>th</sup> Terr)*** spoke regarding Business Item "e". Mrs. Heinen questioned if KDOT was loaning the money to the city, if General Obligation (G.O.) bonds had to be issued, and cost projections. Mr. Slaugh explained it would not be necessary to issue G.O. bonds since the project would be processed through the Transportation Development District (TDD). Mr. Slaugh responded there were two projects, \$1.5 million each. The three-quarter cent sales tax collected within the TDD will pay associated costs.

Mrs. Heinen questioned where the shortfall would come from if the costs exceeded the revenues within the District. Mr. Slaugh stated any shortfall for the first few years would be made up from the State Corridor Management funding.

Mayor Garcia explained the only thing the city could work from was a projection only. Councilmember Sifford commented since he had served on the council the number one request from residents was a grocery store. He felt now that a grocery store was coming he hoped everyone would patronize it.

Public portion of the meeting closed. (7:15 p.m.)

### **SCHEDULED DISCUSSION ITEMS**

***a. Steve Jack, Executive Director - LCDC Quarterly Update***

Mr. Jack introduced LCDC President Chuck Peterson. Mr. Peterson gave an update regarding quarterly projects and highlighted the organization's work for 2008.

- In February 2008, Leavenworth County delegation met with two area senators and acted on Basehor's behalf.
- LCDC developed and implemented a new strategic plan for the Leavenworth County Air & Business Park committee.
- Mr. Jack participated in a round table discussion in Kansas City, Missouri sponsored by Ingram's Magazine.
- Marketing – attended recruitment events.
- Port Authority – invested over \$300,000 in road and storm sewer improvements throughout the county.
- Kelly Williams LLC will be building three 9,000 sq. ft. flex buildings in the Gary Carlson Business Park.
- Prospects are still looking for large tracts of land (30-50 acre) and/or move-in ready buildings suited for manufacturing.

Victoria Rowley, LCDC director, gave a report on local businesses she met with and the goals and needs of the organization.

**BUSINESS**

***a. Consider waiving certain fees and requirements for USD 458 for the proposed Wellness and Fitness Center.***

A motion was made by Councilmember Sifford and seconded by Councilmember Hill to approve waiving excise tax, and PILOC for sidewalks, accepting a letter of commitment for construction of the sidewalks when the streets are reconstructed. (*Councilmember Washington attended the meeting via speaker phone at 7:35 p.m.*) The planning director expressed concerns that the school district may fail to budget the \$60,000 for sidewalks every year until the project was completed. The school district has also requested they be allowed to hire their own contractor. Mr. Smith stated he informed the school district that would most likely not be allowed. Council felt since this was a government entity a letter of commitment and annual budgeting would suffice. A show of hands was taken with all members voting in favor. Motion passed 5-0.

***b. Consider approval of an interlocal agreement with Leavenworth County for Sewer District #3 Glenwood Estates dealing with decommissioning of the sewer lagoons.***

A motion was made by Councilmember Washington and seconded by President Dysart to approve the interlocal agreement with Leavenworth County for Sewer District #3 Glenwood Estates. Councilmember Washington stated the amended agreement did not address any funds that may exist and should be transferred to Basehor. Mayor Garcia noted Sewer District #3 was not set up the same as Cedar Lake [SD #7] where it had

money set aside for maintenance. Councilmember Sifford asked if the motion should include a reference to the 2008 sewer connection fees (Exhibit 5). Councilmember Washington asked if the original document was going to be amended reducing the connection fee to \$4475. Councilmember Washington amended his motion to approve the document as it came out of the work session. President Dysart seconded the motion. A show of hands was taken with all members voting in favor. Motion passed 5-0.

***c. Consider recommendations from the planning commission on the Pinehurst South Replat***

Homes located on Lots 29-33 (excluding Lot 28) of Pinehurst South were placed within the side-yard setbacks on the north side of the lots; therefore, making it necessary to replat the area.

A motion was made by Councilmember Sifford and seconded by Councilmember Hill to approve the recommendations from the planning commission to approve the re-platting of Lots 29-33, Pinehurst South subdivision. A show of hands was taken with all members voting in favor. Motion passed 5-0.

***d. Review requirements for a conditional use permit for JED Installation.***

Planning Director Dustin Smith reported he and the city administrator met with Mr. Mertz regarding the outstanding items pending with his Conditional Use Permit (CUP) for property located at 2722 N. 155<sup>th</sup> Street which expired on December 31, 2008. Mr. Smith recommended extending the CUP landscaping requirement to April 20<sup>th</sup> and showed a plan for trees (6) and planter and Mr. Mertz has requested an additional year for complete the exterior requirements.

Mr. Mertz asked that any motion made be preceded by previous council's motion of landscaping cost of \$500 and contingent on site lines. He expressed reservations about sight distance at the corner and the location since there was a dispute regarding the actual property line. Mayor Garcia felt a year's extension was too long while Councilmember Hill respected the planning director's recommendation but would like to see a phased plan. Mr. Mertz stated he hoped to have retail move in at a later date and move his business back to the industrial park. Councilmember Washington (*arrived at 8:01 p.m.*) asked if Mr. Mertz still needed a CUP since it appears that his business conforms with the CP1 district zoning classification. Mr. Smith reported there was a section in the Zoning Regulations that referenced "provides a service". Councilmember Washington felt CP1 zoning was too restrictive. Mr. Smith reported the CP-2 district provided for a small retail business; however, the business would still need to conform to regulations. Mr. Mertz stated he hoped the regulation was changed in the future.

President Dysart said the city has been generous with pending condemnations and thought granting a year's extension was reasonable.

Councilmember Washington felt stucco would be too expensive and recommended Mr. Mertz do some architectural improvements to the building (i.e. refinish with electrostatic finish). Mr. Smith did not feel the electrostatic finish met requirements. Discussion took place regarding the difference between CP1 and CP2 zoning and whether contractors could be included in both districts. Mayor Garcia stated previously Council agreed 5-0 to the conditions and Mr. Mertz also agreed to them and the timeline. Councilmember Sifford said on occasion it appears that the city is allowing the person with the permit to be in control.

A motion was made by Councilmember Sifford and seconded by Councilmember Washington to grant a one-year extension for exterior requirements and an extension to April 20<sup>th</sup> for landscaping as recommended by staff. A show of hands was taken with all members voting in favor. Motion passed 5-0.

***e. Consider the engineering and construction management procedures to be followed by the City and Benchmark Management as part of the Wolf Creek Junction street projects.***

Mr. Slauch reported KDOT Corridor Management requested the City adopt procedures that would be followed while overseeing the construction projects. Benchmark and KDOT jointly selected MKEC to perform the design work in accordance with KDOT standards. The City would need to issue a "Notice to Proceed" on engineering design work. Council discussed the procedures as presented. President Dysart stated Item #5 was incorrect and did not think the payment should be made directly to Benchmark Management. Councilmember Washington suggested the city attorney review and advise Council. Mr. McIntosh commented it was necessary to pay him the money so that the project could move forward.

A motion was made by Councilmember Washington and seconded by President Dysart to table until they could receive a recommendation from the city attorney. A show of hands was taken with all members voting in favor. Motion passed 5-0.

***f. Consider payment request #2 final from Holland Corp. for the 2008 street overlay program.***

A motion was made by Councilmember Washington and seconded by Councilmember Sifford to approve payment request #2 final from Holland Corporation for the 2008 street overlay program in the amount of \$14,508.72. A show of hands was taken with all members voting in favor. Motion passed 5-0.

## **CITY ADMINISTRATOR REPORT**

- Deadline for filing for office is January 27<sup>th</sup> at noon. Mayor and two council positions are open.
- February 9, 6:00 p.m. – Cedar Lake Estates annexation public hearing, Glenwood Ridge Elementary School

- February 28 from 8:00 – Noon – Strategic Planning Session
- Funding for County projects – possibility of using the LCDC formula (population & valuation)
- 150<sup>th</sup> Street Project – still need six easements and survey of revised area at 150<sup>th</sup> and Parallel Rd.
- Submitted projects to be considered for Economic Stimulus Package funding –at this point unsure of projects that would be funded; working on 155<sup>th</sup> Street, trail, and sewer line rehab project.

### **MAYOR’S REPORT**

Mayor Garcia extended his condolences to Chief Martley and his family on the recent death of his father-in-law Robert Eberth.

### **COUNCIL MEMBER REPORTS**

None

### **EXECUTIVE SESSION**

None

### **ADJOURNMENT**

There being no further business to discuss, a motion was made by Councilmember Sifford and seconded by Councilmember Washington to adjourn the January 22, 2008 regular meeting. A show of hands was taken with all members voting in favor. Motion passed 5-0. Meeting adjourned at 8:45 p.m.

Submitted for council approval with/without corrections or additions this 2<sup>nd</sup> day of February, 2009

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Mayor Chris Garcia

Attest:

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Mary A. Mogle, CMC, City Clerk

*Note: Assistant City Clerk Kathy Renn attended the meeting. Minutes transcribed by Mary Mogle, City Clerk.*

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider approval of expenditure for purchase of triangle piece of property north of 150<sup>th</sup> Street and 24-40 Highway.

**Department:** Administration

**Background/Description of Item:**

A closing date of Feb. 2, 2009 has been set for purchase of the triangle piece of property north of U.S. Highway 24-40 at 150<sup>th</sup> Street. The purchase of the property is being funded by KDOT under terms of Agreement #331-05, approved by the city council Oct. 20, 2008 as a draft document as part of the Cooperative Agreement between the City and Basehor Properties and again after attorney review on Jan. 5, 2009.

Agreement #224-05 Wolf Creek Parkway  
Agreement #225-08 150<sup>th</sup> Street from Craig Road to Parallel  
Agreement #331-08 Preliminary design and right of way acquisition 150<sup>th</sup> Intersection, attachment to Cooperative Agreement

The amount of the purchase will be determined based on the date, to be provided prior to the city council meeting.

Jan. 30, 2009 Verification has not been received that the agreement has been signed by the Secretary of Transportation. Pending notice that the agreement has been signed and after concurrence by KDOT staff on the processing of payment the purchase may be approved.

**Funding Source:** Transportation

**Recommendation:** Approve the purchase of the triangle piece of property in accordance with Agreement 331-08.

Prepared by: Carl E. Slauch, City Administrator  
Council Date: February 2, 2009

PROJECT NO. (U) 24-52 KA-1519-02

PRELIMINARY DESIGN AND ACQUISITION AGREEMENT

CITY OF BASEHOR, KANSAS

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

**PARTIES:** Debra L. Miller, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary;" and

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

Collectively referred to as the "Parties."

**PURPOSE:** Secretary has authorized a National Highway System design and city street right of way project, hereinafter referred to as the "Project." Secretary and City are empowered by the laws of Kansas to enter into agreements for the design and acquisition of city streets in the City utilizing state funds. City desires to design the Project and acquire property for the Project north of the intersection of US-24/40 and 150<sup>th</sup> Street.

**PROJECT:** Secretary and City desire to enter into this Agreement for the preliminary engineering and property acquisition of the Project within the City, and City assumes sponsorship of the Project, which is described as follows:

Preliminary design and right of way acquisition for the straightening of 150<sup>th</sup> Street north of its intersection with US-24/40.

**EFFECTIVE**

**DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, shall mutually agree to perform in accordance with this Agreement on January 5 2009.

**ARTICLE I**

**SECRETARY AGREES:**

1. To provide technical information upon request to City or City's consultant in accordance with the laws and procedures established by KDOT.

2. To provide technical information upon request to help City 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 KDOT such that City may obtain participation of State funds in the cost of the Project.

3. To reimburse City for the actual costs of preliminary engineering and right of way acquisition, but not to exceed a maximum reimbursement of \$325,000, broken down as follows:

- a) Right of Way Acquisition: reimbursement for actual acquisition of right of way shall not exceed \$122,000; additional right of way expenditures not related to the purchase price shall not exceed \$78,000; and
- b) Preliminary Engineering: reimbursement shall not exceed \$125,000.

Secretary shall not be responsible for any design plan and acquisition costs exceeding the above identified reimbursement limits. Secretary agrees to make partial payments to 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 City. Secretary shall not be responsible for the total actual costs of construction, utility adjustments, and construction engineering for the Project.

4. Funding for this Project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, then City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. If a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made, Secretary may allocate the funds to any project throughout the state that she sees fit.

## ARTICLE II

### 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. City agrees to furnish Secretary one (1) final set of plans for his or her records.

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 Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between 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.

4. City and any consultant retained by 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 Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of 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, City, or other political subdivision, nor the traveling public. 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 City.

5. A duly appointed representative of City is authorized to sign for City any or all routine reports as may be required or requested by 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.

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. City agrees the necessary right 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. City shall certify to the Secretary, on forms provided by the Bureau of Local Projects, that such right of way, easements and access rights have been acquired.

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 Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree 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. 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 KDOT. 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 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 Secretary.

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

11. To require the consultant to indemnify, hold harmless, and save Secretary and 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 Secretary or City defends a third party's claim, the contractor shall indemnify Secretary and City for damages paid to the third party and all related expenses either Secretary or City or both incur in defending the claim.

12. To be responsible for zero percent (0%) of the total actual costs of right of way up to \$200,000 and zero percent (0%) of the total actual costs of preliminary engineering up to \$125,000. In addition, City agrees to be responsible for one hundred percent (100%) of the total actual costs right of way acquisition exceeding \$200,000 and one hundred percent of the total actual costs of preliminary engineering exceeding \$125,000. City further agrees to be responsible for one hundred percent (100%) of the total actual costs for utility adjustments, construction, and construction engineering for the Project.

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

14. 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 Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between 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, Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). 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.

15. 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.

16. 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 City. City shall be responsible to Secretary for all damages, fines or penalties, expenses, claims and costs incurred by Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by City prior to commencement of construction of the Project. City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. 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, City shall hold harmless, defend and indemnify 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 that 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.

City, by signing this Agreement with 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 City. 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 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.

17. To participate and cooperate with the Secretary in an annual audit of the Project. 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 City for items considered non-participating, City shall promptly reimburse Secretary for such items upon notification by Secretary.

18. To provide Secretary an accounting of all actual non-participating costs which are paid directly by City to any party outside of KDOT and all costs incurred by City not to be reimbursed by 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 Secretary to report all costs of the Project to the legislature.

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

20. To issue a Notice to Proceed for the Project by June 1, 2009 with a projected completion date before July 1, 2010. City may request Secretary's approval of another eligible

project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. City further agrees if a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made by City, Secretary may allocate the funds to any project throughout the state that she sees fit.

### ARTICLE III

#### THE PARTIES MUTUALLY AGREE:

1. The final design plans for the Project are by reference made a part of this Agreement.
2. If any items are found to be non-participating by 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 City.
3. Representatives of Secretary may make periodic inspection of the Project and the records of City as may be deemed necessary or desirable. City will direct or cause its contractor to accomplish any corrective action or work required by Secretary's representative as needed for a determination of federal participation. Secretary does not undertake (for the benefit of 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.
4. It is the policy of Secretary to make final payments to 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 City to comply in accordance with those standards.

Secretary may pay the final amount due for authorized work performed based upon 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. 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. Secretary and City agree as the "Single Audit Report" becomes available for the reimbursement period, Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. City agrees if payment has been made to City for items subsequently found to be not eligible for reimbursement by audit, City will refund to Secretary the total amount of monies paid for same.

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

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

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

7. 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.

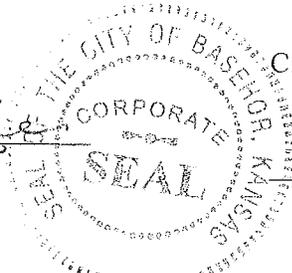
8. The Provisions found in Contractual Provisions Attachment (Form DA-146a) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

9. Funding for this project will remain available until the last day of State Fiscal Year 2009 (June 30, 2009). If a Notice to Proceed for the Project has not been issued by June 1, 2009 with a projected completion date before July 1, 2010, then City may request Secretary's approval of another eligible project within City, provided said request is submitted in writing to Secretary by June 1, 2009. Requests for extension of said dates must also be in writing and approved by Secretary. If a Notice to Proceed has not been issued by June 1, 2009 with a projected completion date before July 1, 2010 or a request for another eligible project has not been made, Secretary may allocate the funds to any project throughout the state that she sees fit.

**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



  
 MAYOR

(SEAL)

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

BY: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider approval of pay request #3 from CAS Construction LLC for the Wastewater Treatment Plant expansion in the amount of \$323,721.59.

**Department:** Administration and Public Works

**Background/Description of Item:**

Pay request #3 from CAS Construction LLC for the WWTP expansion has been submitted and reviewed by Burns & McDonnell Engineers for payment in the amount of \$323,721.59.

Progress has been good despite the cold temperatures. Clarifier subgrade areas (both SC1 and SC2) were prepared and center cones poured. Underslab piping was installed and tested prior to the slabs being poured. Yard piping continued outside the slab areas. Walls at SC2 were tied and formed preparing for the first wall pour. Excavation continued at the Carrousel basin getting ready for subgrade and slab prep.

CAS currently has nine people assigned to the project. Additional crews will be onsite the week of Feb. 2. Deliveries of pipe and fittings as well as reinforcing steel have been made.

The first pour on the vertical walls on clarifier basin #2 took place Jan. 29, 2009.

	Date	Amount	Percent Complete
Pay #1	12/15/08	\$328,316.42	7.4%
Pay #2	01/5/09	\$170,911.80	11.2%
Pay #3	2/2/09	\$323,721.59	18.5%

A reimbursement pay request will be submitted to KDHE following approval by the city council.

**Funding Source:** Sewer Fund

**Recommendation:** Approve pay request #3 from CAS Construction LLC in the amount of \$323,721.59 and authorize the mayor and city administrator to sign the necessary documents.

Prepared by: Carl E. Slaugh, City Administrator  
Council Date: February 2, 2009

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Basehor KS  
 2620 N. 155th Street  
 Basehor, KS 66007

PROJECT: Basehor KS WWTP Expansion & Upgrade  
 Basehor KS

APPLICATION NO.: 3  
 PERIOD TO: 01/28/09  
 CAS JOB NO.: 424

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR

FROM CONTRACTOR: CAS CONSTRUCTION, LLC  
 501 N.E. Burgess  
 Topeka, KS 66608

ENGINEER: Burns & McDonnell  
 9400 Ward Parkway  
 Kansas City, MO 64114

CONTRACT DATE: \_\_\_\_\_

## CONTRACTORS' APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, A/A Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$4,933,000.00
2. Net change by Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$4,933,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$914,388.68  
 (Column G on G703)

5. RETAINAGE:
- a. 10% of Contract Amount \$91,438.87
  - b. \_\_\_\_\_ of Stored Materials \$0.00

- Total Retainage \$91,438.87
6. TOTAL EARNED LESS RETAINAGE..... \$822,949.81  
 (Line 4 less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$499,228.22
  8. CURRENT PAYMENT DUE..... \$323,721.59  
 (Line 6 from prior Certificate)
  9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$4,110,050.19  
 (Line 3 less Line 6)

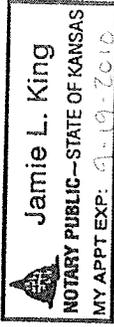
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACTOR:

CAS CONSTRUCTION, LLC  
 By: [Signature] Date: 29 Jan 2009  
 Michael Halting, P.E. - Project Manager

State of: Kansas  
 County of: Shawnee  
 Subscribed and sworn to before me this 29th day of January 2009  
 Notary Public: Jamie L. King  
 My Commission expires: 9-19-2010



## OWNER'S RECOMMENDATION FOR PAYMENT

By: [Signature] Date: 1-29-09

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

## ENGINEER'S RECOMMENDATION FOR PAYMENT

By: George Allaire Date: 1-29-2009

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.  
 City of Basehor KS WWTP Expansion & Upgrade.

APPLICATION NUMBER: 3  
 APPLICATION DATE: 01/28/09  
 PERIOD FROM: 12/18/08  
 TO: 01/28/09  
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE				WORK COMPLETED				TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		C	D	E	F	Previous Applications	Work In Place	This Application Stored Mat'ls (net in D or E)	G				
<b>GENERAL CONDITIONS</b>													
1	BONDS / INSURANCES / PRIME & SUB	\$87,375.00	\$87,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,375.00	100%	\$0.00	\$8,737.50
2	MOBILIZATION	\$112,340.00	\$101,106.00	\$11,234.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,340.00	100%	\$0.00	\$11,234.00
3	VIDEO / PHOTOS	\$9,000.00	\$1,980.00	\$630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,610.00	29%	\$6,390.00	\$261.00
4	<u>PRELIM / SITE PREP/SITE FINISH</u>												
5	RELOCATE SCUM LINE	\$11,345.00	\$11,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,345.00	100%	\$0.00	\$1,134.50
6	SITework MOBILIZATION	\$12,200.00	\$12,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,200.00	100%	\$0.00	\$1,220.00
7	STRIP / STOCKPILE / MASS EXCAVATION	\$92,675.00	\$74,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,140.00	80%	\$18,535.00	\$7,414.00
8	EROSION CONTROL	\$19,725.00	\$15,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,780.00	80%	\$3,945.00	\$1,578.00
9	UNIT PRICE -SUBGRADE / CHIP SEAL	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,000.00	\$0.00
10	<u>EXCAVATIONS / BACKFILL</u>												
11	STRUCTURAL EXCAVATION	\$87,000.00	\$69,600.00	\$13,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,650.00	95%	\$4,350.00	\$8,265.00
12	BACKFILL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$40,000.00	\$0.00
13	UNIT PRICE : STRUCTURAL OVER EXCAVATION	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$32,000.00	\$0.00
14	UNIT PRICE : OVEREXCAVATION	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$28,000.00	\$0.00
15	<u>SECONDARY CLARIFIER COMPLEX</u>												
16	FINAL EXCAVATE CLARIFIER COMPLEX GRADE	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$1,100.00
17	SUBGRADE PREP SCI	\$4,200.00	\$0.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00	100%	\$0.00	\$420.00
18	FRP CONE / PIPE SCI	\$21,500.00	\$10,750.00	\$6,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,200.00	80%	\$4,300.00	\$1,720.00
19	SUBGRADE PREP SC2	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00	100%	\$0.00	\$420.00
20	FRP CONE / PIPE SC2	\$21,500.00	\$19,350.00	\$2,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,500.00	100%	\$0.00	\$2,150.00
21	FRP SCI SLAB	\$53,125.00	\$12,279.76	\$40,845.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,125.00	100%	\$0.00	\$5,312.50
22	FRP SC2 SLAB	\$53,125.00	\$12,279.77	\$40,845.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,125.00	100%	\$0.00	\$5,312.50
23	FRP SCI WALLS	\$13,320.50	\$13,320.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,320.50	16%	\$68,429.50	\$1,332.05
24	FRP SCI TROUGH/WALLS / HUB	\$52,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$52,950.00	\$0.00
25	FRP SC2 WALLS	\$81,750.00	\$13,320.50	\$3,029.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,350.00	20%	\$65,400.00	\$0.00
26	FRP SCI TROUGH/WALLS / HUB	\$52,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$52,950.00	\$0.00
27	FRP SPLITTER	\$17,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$17,650.00	\$0.00
28	GATES AT SPLITTER	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$42,000.00	\$0.00
29	PIPING SCI	\$16,350.00	\$13,080.00	\$3,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,350.00	100%	\$0.00	\$1,635.00
30	PIPING SC2	\$16,350.00	\$13,080.00	\$3,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,350.00	100%	\$0.00	\$1,635.00
31	BACKFILL	\$23,875.00	\$0.00	\$14,325.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,325.00	60%	\$9,550.00	\$1,432.50
32	EQUIPMENT / INSTALLATION SCI	\$187,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$187,450.00	\$0.00
33	CLARIFIER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
34	EQUIPMENT / INSTALLATION SC2	\$187,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$187,450.00	\$0.00
35	CLARIFIER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
36	MISC METALS	\$72,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$72,345.00	\$0.00
37	PAINT	\$87,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$87,650.00	\$0.00
38	ELECTRICAL	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,555.00	\$94.50
39	STARTUP	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,000.00	\$0.00
40	<u>CARROUSEL BASIN #2</u>												
41	EXCAVATE BASIN	\$35,000.00	\$0.00	\$26,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,250.00	75%	\$8,750.00	\$2,625.00
42	SUBGRADE PREP	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,000.00	\$0.00

AIA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.  
**City of Basehor KS WWTp Expansion & Upgrade**

APPLICATION NUMBER: 3  
 APPLICATION DATE: 01/28/09  
 PERIOD FROM: 12/18/08  
 TO: 01/28/09  
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			Previous Applications	This Application Work In Place	This Application Stored Mat'ls (not in D or E)				
43	FRP SLAB	\$204,220.00	\$0.00	\$0.00	\$127,541.00	62%	\$76,679.00	\$12,754.10	
44	FRP STRAIGHT WALLS	\$146,000.00	\$0.00	\$0.00	\$20,179.00	14%	\$125,821.00	\$2,017.90	
45	FRP RADIAL WALLS	\$134,775.00	\$0.00	\$0.00	\$0.00	0%	\$134,775.00	\$0.00	
46	FRP SUSPENDED SLAB	\$84,100.00	\$0.00	\$0.00	\$0.00	0%	\$84,100.00	\$0.00	
47	BACKFILL	\$26,000.00	\$0.00	\$0.00	\$0.00	0%	\$26,000.00	\$0.00	
48	PIPING	\$37,650.00	\$0.00	\$18,825.00	\$0.00	50%	\$18,825.00	\$1,882.50	
49	EQUIPMENT / INSTALLATION	\$407,650.00	\$0.00	\$0.00	\$0.00		\$407,650.00	\$0.00	
50	PROCESS TRAIN EQUIPMENT	\$0.00					\$0.00	\$0.00	
51	MISC.METAL	\$62,000.00					\$62,000.00	\$0.00	
52	PAINT	\$22,000.00					\$22,000.00	\$0.00	
53	ELECTRICAL	\$32,000.00					\$32,000.00	\$0.00	
54	STARTUP	\$15,000.00					\$15,000.00	\$0.00	
55	<u>CAROUSEL BASIN #1</u>								
56	FRP WALLS	\$8,765.00					\$8,765.00	\$0.00	
57	<u>ANOXIC BASIN</u>								
58	EXCAVATE ANOXIC BASIN	\$8,450.00					\$8,450.00	\$0.00	
59	FRP SLAB	\$28,275.00					\$28,275.00	\$0.00	
60	FRP WALLS	\$66,375.00					\$66,375.00	\$0.00	
61	PIPE	\$20,000.00					\$20,000.00	\$0.00	
62	BACKFILL	\$10,000.00					\$10,000.00	\$0.00	
63	SET EQUIPMENT	\$27,000.00					\$27,000.00	\$0.00	
64	MIXING / PUMP EQUIPMENT	\$25,000.00					\$25,000.00	\$0.00	
65	ELECTRICAL	\$12,000.00					\$12,000.00	\$0.00	
66	MISC.METAL	\$5,000.00					\$5,000.00	\$0.00	
67	TIE IN								
68	<u>ANAEROBIC BASIN</u>								
69	EXCAVATE ANAEROBIC BASIN	\$7,500.00					\$7,500.00	\$0.00	
70	FRP SLAB	\$24,300.00					\$24,300.00	\$0.00	
71	FRP WALLS	\$34,800.00					\$34,800.00	\$0.00	
72	SET EQUIP.	\$37,000.00					\$37,000.00	\$0.00	
73	MIXER EQUIPMENT						\$0.00	\$0.00	
74	ELECTRICAL	\$25,000.00					\$25,000.00	\$0.00	
75	MISC.METAL	\$8,500.00					\$8,500.00	\$0.00	
76	TIE IN	\$5,000.00					\$5,000.00	\$0.00	
77	<u>YARD ELECTRICAL</u>								
78	FRP FOUNDATIONS	\$4,600.00					\$4,600.00	\$0.00	
79	SET BUILDINGS	\$116,000.00					\$116,000.00	\$0.00	
80	SET GEAR	\$140,580.00					\$140,580.00	\$0.00	
81	TERMINATIONS	\$35,000.00					\$35,000.00	\$0.00	
82	HVAC	\$27,650.00					\$27,650.00	\$0.00	
83	TEST/STARTUP	\$10,000.00					\$10,000.00	\$0.00	
84	<u>YARD PIPING</u>								
85	6" LINE WORK	\$9,875.00	\$1,867.56	\$7,513.69	\$0.00	95%	\$493.75	\$938.13	
86	8" LINEWORK	\$15,650.00	\$4,034.52	\$0.00	\$0.00	26%	\$11,615.48	\$403.45	
87	12" LINE WORK	\$32,125.00	\$8,364.00	\$7,698.50	\$0.00	50%	\$16,062.50	\$1,606.25	

ATA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.  
 City of Basehor KS WWTP Expansion & Upgrade

APPLICATION NUMBER: 3  
 APPLICATION DATE: 01/28/09  
 PERIOD FROM: 12/18/08  
 TO: 01/28/09  
 CAS PROJECT NUMBER: 424

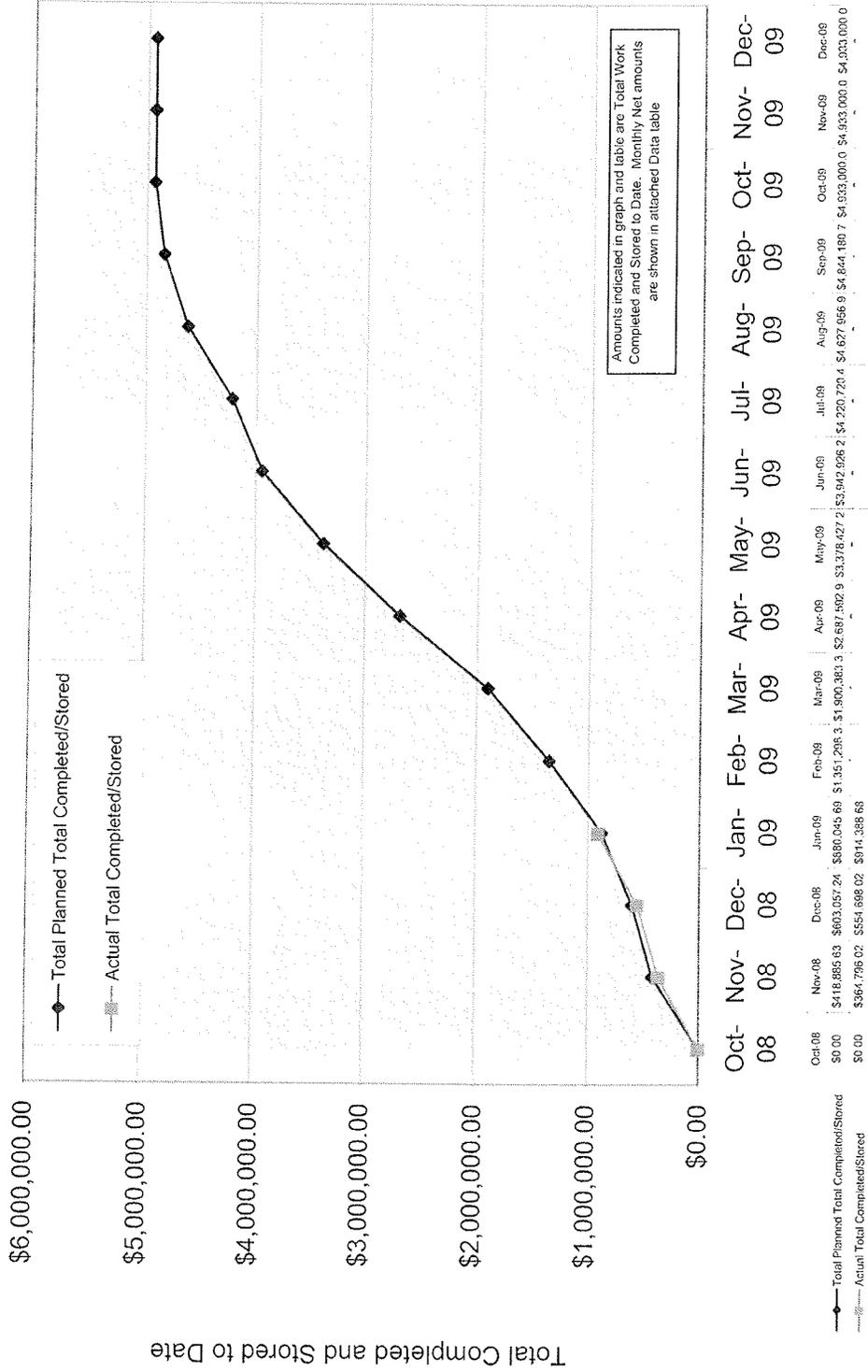
ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			Previous Applications	This Application Work In Place	Stored Mat'ls (not in D or E)				
88	16" LINEWORK	\$38,000.00	\$11,988.00	\$2,072.00	\$0.00	\$14,060.00	37%	\$23,940.00	\$1,406.00
89	20" LINEWORK	\$73,450.00	\$27,685.00	\$5,367.50	\$0.00	\$33,052.50	45%	\$40,397.50	\$3,305.25
90	SITE WATER / HYDRANTS	\$6,500.00						\$6,500.00	\$0.00
91	INFLUENT FLOW METER	\$18,254.00						\$18,254.00	\$0.00
92	<u>163 SF LIFT STATION</u>								
93	DEMO	\$5,000.00						\$5,000.00	\$0.00
94	SET MANHOLE / 18" LINE	\$52,350.00						\$52,350.00	\$0.00
95	PLUG / BRACE	\$7,250.00						\$7,250.00	\$0.00
96	EXCAVATE	\$5,500.00						\$5,500.00	\$0.00
97	CONCRETE	\$15,100.00						\$15,100.00	\$0.00
98	PLACE VAULT	\$10,260.00						\$10,260.00	\$0.00
99	LINEWORK	\$9,350.00						\$9,350.00	\$0.00
100	TIEINS / BACKFILL	\$7,000.00	\$4,572.41		\$0.00	\$4,572.41	49%	\$2,427.59	\$457.24
101	CHEM FEED EQUIPMENT	\$57,250.00						\$57,250.00	\$0.00
102	GENERATOR PAD	\$2,750.00						\$2,750.00	\$0.00
103	GENERATOR	\$78,345.00						\$78,345.00	\$0.00
104	SITE / CMP	\$7,500.00						\$7,500.00	\$0.00
105	ELECTRICAL	\$67,340.00						\$67,340.00	\$0.00
106	STARTUP / TEST	\$2,500.00						\$2,500.00	\$0.00
107	FENCE	\$17,000.00						\$17,000.00	\$0.00
108	<u>HEADWORKS</u>								
109	DEMO								
110	INSTALL NEW EQUIPMENT	\$82,500.00						\$82,500.00	\$0.00
111	HEADWORKS EQUIPMENT	\$0.00						\$0.00	\$0.00
112	NEW PARTITION / DOOR	\$2,875.00						\$2,875.00	\$0.00
113	CMU PATCH	\$2,200.00						\$2,200.00	\$0.00
114	ELECTRICAL	\$61,000.00						\$61,000.00	\$0.00
115	PAIN							\$0.00	\$0.00
116	HVAC	\$11,500.00						\$11,500.00	\$0.00
117	<u>UV DISINFECTION</u>								
118	SET GATE ACTUATOR / BAFFLES	\$3,900.00						\$3,900.00	\$0.00
119	SET EQUIPMENT	\$134,500.00						\$134,500.00	\$0.00
120	UV EQUIPMENT	\$0.00						\$0.00	\$0.00
121	ELECTRICAL	\$4,600.00						\$4,600.00	\$0.00
122	<u>RAS/WAS PUMP STATION</u>								
123	PAD	\$1,850.00						\$1,850.00	\$0.00
124	INSTALL PUMP	\$37,450.00						\$37,450.00	\$0.00
125	PUMP EQUIPMENT	\$0.00						\$0.00	\$0.00
126	PIPE/VALVES	\$8,750.00						\$8,750.00	\$0.00
127	ELECTRICAL	\$20,000.00						\$20,000.00	\$0.00
128	STARTUP	\$5,000.00						\$5,000.00	\$0.00
129	<u>SLUDGE PUMPING IMPROVEMENTS</u>								
130	PAD	\$2,256.00						\$2,256.00	\$0.00
131	INSTALL PUMP	\$47,560.00						\$47,560.00	\$0.00
132	PUMP EQUIPMENT	\$0.00						\$0.00	\$0.00

ALA Document 6702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.  
 City of Basehor KS WWTp Expansion & Upgrade.

APPLICATION NUMBER: 3  
 APPLICATION DATE: 01/28/09  
 PERIOD FROM: 12/18/08  
 TO: 01/28/09  
 CAS PROJECT NUMBER: 424

ITEM No.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-6)	RETAINAGE
			Previous Applications	This Application Work In Place	Stored Mat'ls (not in D or E)				
133	PTE/VALVES	\$6,345.00					\$6,345.00	\$0.00	
134	ELECTRICAL	\$7,100.00					\$7,100.00	\$0.00	
135	STARTUP	\$2,000.00					\$2,000.00	\$0.00	
136	<u>PROCESS BUILDING</u>								
137	DEMO	\$2,500.00					\$2,500.00	\$0.00	
138	CONCRETE	\$2,450.00					\$2,450.00	\$0.00	
139	NEW PARTITIONS / DOORS	\$11,210.00					\$11,210.00	\$0.00	
140	NEW COUNTERTOP / FIXTURES	\$8,990.00					\$8,990.00	\$0.00	
141	ARCH FINISHES	\$32,450.00					\$32,450.00	\$0.00	
142	LAB EQUIPMENT	\$19,450.00					\$19,450.00	\$0.00	
143	ELECTRICAL	\$38,750.00					\$38,750.00	\$0.00	
144	HVAC / PLUMBING	\$22,450.00					\$22,450.00	\$0.00	
145	<u>SITE CONCRETE</u>								
146	LANDINGS	\$3,245.00					\$3,245.00	\$0.00	
147	LIGHT POLE BASES	\$2,250.00					\$2,250.00	\$0.00	
148	BOLLARDS	\$1,500.00					\$1,500.00	\$0.00	
149	HANDHOLES / DUCTBANK	\$32,500.00					\$32,500.00	\$0.00	
150	WIRE / TERMINATE	\$55,000.00					\$55,000.00	\$0.00	
151	FINAL SITE GRADE	\$6,000.00					\$6,000.00	\$0.00	
152	FLY ASH PLANT ROAD #1	\$52,000.00					\$52,000.00	\$0.00	
153	ROCK PARKING AREA	\$6,000.00					\$6,000.00	\$0.00	
154	HDPE CULVERTS / RIP RAP	\$6,000.00					\$6,000.00	\$0.00	
155	<u>DEMOBILIZATION</u>	\$25,000.00					\$25,000.00	\$0.00	
TOTAL		\$4,933,000.00	\$554,698.02	\$211,970.66	\$147,720.00	\$914,388.68	18.54%	\$4,018,611.32	\$91,438.87

## Basehor WWTP Anticipated Progress Payment Schedule



Month Earned

Amounts indicated in graph and table are Total Work Completed and Stored to Date. Monthly Net amounts are shown in attached Data table

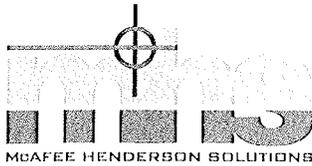
**Basehor WWTP Expansion & Upgrade**

		Planned Work					Actual		
<u>Planned Completed and Stored</u>	<u>App Number</u>	<u>Month End</u>	<u>Completed and Stored this Period</u>	<u>Period Retainage</u>	<u>Cum Retainage</u>	<u>Projected Net Due This Period</u>	<u>Actual Net Due This Period</u>	<u>Actual Cumulative Amount Paid</u>	<u>Actual % Complete</u>
\$418,885.63	1	November	\$418,885.63	\$41,888.56	\$41,888.56	\$376,997.07	\$328,316.42	\$364,796.02	7.4%
\$603,057.24	2	December	\$184,171.61	\$18,417.16	\$60,305.72	\$165,754.45	\$170,911.80	\$554,698.02	11.2%
\$880,045.69	3	January	\$276,988.45	\$27,698.85	\$88,004.57	\$249,289.61	\$323,721.59	\$914,388.68	18.5%
\$1,351,298.31	4	February	\$471,252.62	\$47,125.26	\$135,129.83	\$424,127.36			
\$1,900,383.34	5	March	\$549,085.03	\$54,908.50	\$190,038.33	\$494,176.53			
\$2,687,592.96	6	April	\$787,209.62	\$41,611.67	\$231,650.00	\$745,597.95			
\$3,378,427.25	7	May	\$690,834.29	\$0.00	\$231,650.00	\$690,834.29			
\$3,942,926.20	8	June	\$564,498.95	\$0.00	\$231,650.00	\$564,498.95			
\$4,220,720.40	9	July	\$277,794.20	\$0.00	\$231,650.00	\$277,794.20			
\$4,627,956.93	10	August	\$407,236.53	\$0.00	\$231,650.00	\$407,236.53			
\$4,844,180.71	11	September	\$216,223.78	\$0.00	\$231,650.00	\$216,223.78			
\$4,933,000.00	12	October	\$88,819.29	\$0.00	\$231,650.00	\$88,819.29			
		Final				\$231,650.00			

Check totals \$4,933,000.00 \$4,933,000.00

*Additional Info for  
Item "h"*

CIVIL ENGINEERING ♦ LAND SURVEYING



January 29, 2009

Mr. Carl Slaugh  
City Administrator  
City of Basehor  
2620 North 155<sup>th</sup> Street  
Basehor, Kansas 66007

RE: Letter of Agreement for Land Surveying and Civil Engineering Services  
Preliminary Survey and Engineering Design for  
**155<sup>th</sup> Street and Parallel Road Intersection Improvements**

**1. SCOPE OF WORK**

McAfee Henderson Solutions, Inc. (MHS) will provide preliminary survey and civil design services for the proposed intersection improvements at 155<sup>th</sup> Street and Parallel Road. Professional services will include surveying, ROW plans, traffic study, and preliminary plans. The intersection layout shall be in accordance with City of Basehor Street Standards that are anticipated to include the addition of dedicated turn lanes on each leg of the intersection with curbs and gutters. Project limits are anticipated to be approximately 450-ft in each direction from the intersection.

**Surveying**

- a. Provide field surveys in accordance with Leavenworth County standards in establishing the property lines of the sixteen (16) parcels abutting the project. Locate and reference nearest corner monuments to each end of the project in establishing section lines and right of way through the project. National Geodetic Survey Control (NGS) State Plane Coordinates (NAD 83) will be utilized.
- b. Provide topographic and utility survey for the project collecting visible site planimetric features (i.e. edge of pavements, vegetation, and building footprints) and underground utilities within project limits as marked by Kansas One Call and area utility providers. The topographic corridor survey shall be 200-ft wide and extend approximately 500-ft in each direction from the intersection.
- c. Localized project control shall contain a minimum of four (4) project benchmarks and five (5) recoverable control points outside the anticipated construction limits.
- d. Obtain Sixteen (16) Ownership and Encumbrance (O&E) reports from a qualified Title Company at project inception and refresh the O&E documents prior to right of way acquisition.
- e. Prepare legal descriptions and exhibits sealed by a registered land surveyor for each parcel requiring permanent and temporary construction easements required by the construction improvements. Sixteen parcels are anticipated to be within the project limits necessitating 16 exhibits with 32 legal descriptions delineating the permanent and temporary easements.

- f. Provide staking of all proposed right of way and easements required for the project construction with a 40d nail and lathe with flagging.

Engineering

- g. Perform preliminary hydrologic and hydraulic calculations for the existing and proposed conditions of all effected drainage areas in the 2, 5, 10, 25, 50, and 100 year storm events.
- h. Perform preliminary traffic study conducting turning movement counts, projecting the expected trip generation from the surrounding developments, and assign traffic to existing street network in determining turn lane requirements.
- i. Develop a minimum of two intersection layout concepts with estimate of probable costs for CITY approval prior to commencing design development plans.
- j. Prepare design development plans based on concept selected in accordance with City of Basehor Standards. Plans to include the following:
  - i. Typical roadway cross section.
  - ii. Horizontal and vertical layout of intersection and roadway.
  - iii. Storm drainage improvements.
  - iv. Construction limits and easement requirements.
  - v. Preliminary cross sections.
  - vi. Engineering estimate of probable cost of construction

**2. BASIC SERVICES**

The following design services shall be provided by the Engineer under the terms of this Agreement:

- 1. Perform an initial site visit to determine the existing site conditions.
- 2. Meetings with Owner during concept and design development.
- 3. Prepare 3 sets of preliminary design drawings in accordance with the defined scope, for the City, utility providers, and owner review.

The following construction related services shall be provided by the Engineer under the terms of this Agreement:

- 4. Construction related services are not part of this scope of services.

The following shall not be provided by the Engineer under the terms of this Agreement, but can be added by change order if needed:

- 5. Legal services associated with easement procurement.
- 6. Retaining wall structural design and foundation design
- 7. Geotechnical services and material testing.

**3. REIMBURSABLE EXPENSES**

- A. Reimbursable expenses shall be billed above and beyond all fees for professional services. Direct costs incurred by the Engineer shall be invoiced to the Owner.

**4. COMPENSATION FOR PROFESSIONAL SERVICES**

- A. Fixed Fee. McAfee Henderson Solutions, Inc. shall provide professional services for this project in accordance with the scope of work, basic services and terms and conditions of contract listed herein for the following estimated lump sum fees.

BG1 – Survey and Preliminary Engineering Design Phase	
Investigation and Survey Data Collection	\$7,410
Traffic Projections	\$1,240
Preliminary Design	\$9,360
Legal Exhibits and Descriptions	\$4,730
Easement and Right of Way Staking	\$1,230
<i>Subtotal Survey and Design</i>	<i>\$23,970</i>
 <u>Reimbursable Expenses</u>	
O&E Report from Title Company (\$200/each)	\$3,200
O&E Report Refresh (\$100/each)	\$1,600
Mileage and Courier Services	\$150
Printing, survey copies, and Section Corner Reports	\$105
 <i>Subtotal Reimbursable Expenses</i>	 <i>\$5,055</i>
 <b>TOTAL SERVICES</b>	 <b>\$29,025</b>

Professional fees shall be invoiced on a monthly basis using the schedule of rates listed below. The Engineer shall receive all payments no later than thirty (30) calendar days after invoice date.

**B. Additional Services:**

Additional services provided by MHS employees shall commence only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the 2009 MHS standard hourly rates, identified on Attachment A.

**GENERAL PROVISIONS**

Services performed by MHS under this Agreement will be conducted in a manner consistent with level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement. To the fullest extent permitted by law, MHS shall not in any event, be liable to the Client for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation. MHS' total liability to the Client for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by MHS under this Agreement or the limits of any professional liability insurance maintained by MHS, whichever is less. This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

The proposal outlined in this Letter is valid for sixty (60) days.

This proposal represents the entire agreement between the Client and McAfee Henderson Solutions and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Client and McAfee Henderson Solutions. If this agreement is acceptable, please sign and return one copy to serve as notice to proceed. We look forward to working with you on the successful completion of this project.

\_\_\_\_\_  
Matt Henderson, Principal  
MCAfee HENDERSON SOLUTIONS, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Carl Slaugh, City Administrator  
City of Basehor, Kansas

\_\_\_\_\_  
Date

## MHS 2009 Billing Rates

## Attachment "A"

**Engineering Staff**

ENG-P	Principal In Charge	\$120
ENG-7	Project Manager	\$110
ENG-6	Project Engineer 4	\$95
ENG-5	Project Engineer 3	\$85
ENG-4	Project Engineer 2	\$80
ENG-3	Project Engineer 1	\$75
ENG-2	Staff Engineer	\$65
ENG-1	Staff Engineer	\$60
ET-8	Technician Manager	\$80
ET-7	Designer 4	\$70
ET-6	Designer 3	\$65
ET-5	Designer 2	\$60
ET-4	Designer 1	\$55
ET-3	Drafter 2	\$50
ET-2	Drafter 1	\$45
ET-1	Intern	\$40

**Surveying Staff**

LS-P	Principal In Charge	\$140
LS-7	Project Manager	\$105
LS-6	Project Surveyor	\$95
LS-5	Party Chief 3	\$80
LS-4	Party Chief 2	\$65
LS-3	Party Chief 1	\$55
LS-2	Instrument Operator	\$45
LS-1	Rodman/Intern	\$40

**Inspection Staff**

INS-7	Construction Inspector 7	\$70
INS-6	Construction Inspector 6	\$65
INS-5	Construction Inspector 5	\$60
INS-4	Construction Inspector 4	\$55
INS-3	Construction Inspector 3	\$50
INS-2	Construction Inspector 2	\$45
INS-1	Construction Inspector 1	\$40

**Administration Staff**

OA-3	Office Administrator 3	\$35
OA-2	Clerk 2	\$30
OA-1	Clerk 1	\$25

