

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: JAMES M. HAAG, JR.	Ext. 3552
DEPARTMENT: PUBLIC WORKS	
DATE: 8/13/08	No.

ITEM: Consider appointing three persons to a committee to review proposals for construction observation on the 2006 CHIP Project and make a recommendation.

Background: A consulting firm needs to be selected using a Qualification Based Selection process to perform construction observation for the 2006 CHIP Project. Past committees have included the Commission Chair, County Administrator and Public Works Director.

Recommended Action: Motion appointing three persons to a committee to review proposals for construction observation on the 2006 CHIP Project and make a recommendation.

Attachments: None

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FROM: JAMES M. HAAG, JR.	Ext. 3552
DEPARTMENT: PUBLIC WORKS	
DATE: 8/13/08	No.

ITEM: Consider approving Agreement No. 73-08 with KDOT for the underwater inspection of four (4) bridges in Franklin County in the estimated amount of \$14,245.68

Background: KDOT has selected a Consulting Firm to perform the underwater inspection of the following bridges: Colorado Road and Jackson Road over the Marais De Cygnes, Oregon Road over Rock Creek and Virginia Road over Pottawatomie Creek in the estimated amount of \$14,245.68. The cost in 2004 was \$11,207.48.

Recommended Action: Motion authorizing the Chair and County Clerk to execute Agreement No. 73-08 with KDOT in the estimated amount of \$14,245.68.

Attachments: Agreement and Exhibits

**FEDERAL AID
BRIDGE INSPECTION
MASTER AGREEMENT**

This Master Agreement made by and between Franklin County, Kansas, hereinafter referred to as the "County", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary", shall mutually agree to perform in accordance with this Master Agreement. The effective date of this Master Agreement shall be the date signed by the Secretary or the Secretary's designee,

RECITALS:

WHEREAS, K.S.A 68-402b grants authority to counties, cities and political subdivisions of Kansas to enter into agreements with the Secretary to enable such counties, cities, and political subdivisions to fully participate in the benefits to be secured from federal-aid funds, or funds made available from the federal government through the Federal-Aid Transportation Acts, and

WHEREAS, the County desires to remain in compliance with 23 Code of Federal Regulations, Part 650. Subpart C-National Bridge Inspection Standards, by having inspections performed on all bridge hinge pins and hangers on designated bridges and underwater inspections performed on designated bridges, within County, hereinafter referred to as "Bridge Inspections", and

WHEREAS, the County requests the Secretary to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of obtaining the benefits of said Federal-Aid Transportation Acts and Amendments and of any or all state laws, now enacted, or which may be enacted, to obtain for the County benefits now available, or which may be made available, under said Federal-Aid Transportation Acts, and

WHEREAS, the County requests Secretary to take the steps necessary to complete the Bridge Inspections on designated bridges within County by obtaining the services of a Consultant engineering firm to perform such Bridge Inspections, and

WHEREAS, the Secretary and the County have determined that the Bridge Inspections would be more efficiently administered under this Master Agreement, and

WHEREAS, the County have agreed the Secretary will annually provide a "Bridge Inspection List - Special Attachment No. 2", to the County, of bridge(s) to be inspected using federal aid for same respective year, and

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

THE SECRETARY AGREES:

1. To take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of obtaining the benefits of said Federal-Aid Transportation Acts and Amendments and of any or all state laws, now enacted, or which may be enacted, to obtain for the County benefits now available, or which may be made available, under said Federal-Aid Transportation Acts

2. To annually provide to the County a list of bridges to be inspected under this Master Agreement. The Secretary shall provide a list of Bridge Inspections on the bridges each year in the form shown in "Bridge Inspection List - Special Attachment No. 2" to this Master Agreement.

3. To be annually responsible for eighty percent (80%) of the Bridge Inspections costs per structure that is billed by the consultant engineering firm based fees approved by the Secretary for the Consultant Services for the Bridge Inspections.

4. That within thirty (30) days after receipt of the Federal Highway Administration's acknowledgement of final voucher claim, Secretary will prepare a complete and final billing of all Bridge Inspections costs for which County is responsible and shall transmit said complete and final billing to County.

5. To have the Consultant provide County a copy of the finalized Inspection Report for each bridge inspected under this Master Agreement.

THE COUNTY AGREES:

1. That the Secretary is authorized by the County to proceed with obtaining the necessary Bridge Inspections on the bridges listed annually in the "Bridge Inspection List - Special Attachment No. 2", sent to the County by the Secretary.

2. That the Bridge Inspections be in accordance with 23CFR, Part 650, Subpart C – National Bridge Inspection Standard and the latest version, as adopted by the Secretary, of the Manual of Uniform Traffic Control Devices (MUTCD).

3. That all Bridge Inspections, under this Master Agreement, shall be undertaken for County by the Secretary acting in all things as its agent, and the County hereby appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County authorized, adopted, ratified, and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent.

4. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the Federal-Aid Transportation Acts for such Bridge Inspections.

5. That the annual Bridge Inspections shall be as listed by the Secretary in "Bridge Inspection List - Special Attachment No. 2". The County acknowledge and agree that the County will be responsible for its annual share of Bridge Inspections costs based on each bridge listed in the "Bridge Inspection List - Special Attachment No. 2", sent by the Secretary to the County.

6. The County agrees that its annual share of the Bridge Inspections costs is twenty percent (20%) of the Bridge Inspections costs per bridge structure as listed in the "Bridge Inspection List". Costs billed by the consultant engineering firm will be based on actual time of field Bridge Inspections and office evaluation, plus depreciation of equipment, per diem, the time of Bridge Inspections at each bridge, and other related expenses.

7. County agrees to deposit with Secretary its estimated share of the total Bridge Inspections costs under this Master Agreement within thirty (30) days after receiving, from the Secretary, the list of the bridges to be inspected and the associated costs for the Bridge Inspections.

8. During the annual Bridge Inspections, additional Bridge Inspections may be identified and approved in writing by the Secretary and the County. The County shall not unreasonably withhold written approval for said Bridge Inspections. The County's share of the cost for said additional Bridge Inspections shall be based on actual time of field Bridge Inspections and office evaluation, plus depreciation of equipment, and other related expenses for each location. The County's share of the additional Bridge Inspections cost shall be twenty percent (20%) of the actual cost based on a rate negotiated and approved by County, Secretary, and Secretary's Consultant. The County agrees to deposit with the Secretary its additional share for additional Bridge Inspections.

9. The County agrees to remove any drift and debris from the bridges prior to any Bridge Inspections occurring, to allow Bridge Inspections to occur without delay.

10. After receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will in a timely manner, prepare a complete and final billing of a project's costs for which the County is responsible and shall then transmit the complete and final billing to the County. If payment is due, the County shall make such payment to the Secretary within thirty (30) days after receipts of a complete and final billing from the Secretary's Chief of Fiscal Services and if an overpayment was made by the County, the Secretary will make payment to the County within thirty (30) days.

11. The County will adopt all necessary resolutions and to take such legal steps as may be required to give full effect to the terms of this Master Agreement.

THE COUNTY AND THE SECRETARY AGREE:

1. The Consultant shall be required to indemnify and hold harmless the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Consultant, the Consultant's agent, Sub-Consultant (at any tier). If the Secretary or the County defends a third-party's claim, the Consultant shall indemnify the Secretary and the County for damages paid to the third party and all related expenses that the Secretary and the County or both incur in defending the claim.

2. Attached hereto are the "Special Attachment No. 1", pertaining to the implementation of the Civil Rights Act of 1964 and the "Bridge Inspection List - Special Attachment No. 2" pertaining to the list of bridges to be inspected, are hereby made part of this Master Agreement.

3. The County agrees that upon cancellation of an activity by the County, the County shall reimburse the Secretary or Consultant within thirty (30) days after receipt by the County of the statement of the costs that were incurred by the Secretary prior to cancellation.

4. This Master Agreement and all contracts entered into under the provisions of this Master Agreement shall be binding upon the parties signing the Master Agreement and their successors in office.

5. No third party beneficiaries are intended to be created by this Master Agreement, nor do the parties herein authorize anyone not a party to this Master Agreement to maintain a suit for damages pursuant to the terms or provisions of this Master Agreement.

6. That this Federal Aid Bridge Inspection Master Agreement will automatically renew for an additional one (1) year term on every anniversary of the date of execution of this Master Agreement unless either party notifies the other in writing of its intention to discontinue this Master Agreement no less than sixty (60) days prior to the anniversary date of the execution of this Master Agreement.

7. The County agrees that the locations for Bridge Inspections will be revised on a yearly basis by the Secretary. The Secretary agrees to provide to the County, the "Bridge Inspection List - Special Attachment No. 2" for Bridge Inspections. The County agrees to pay for its responsibility for the yearly Bridge Inspections under the terms of this Master Agreement for each year's Bridge Inspections as provided by the Secretary in the "Bridge Inspection List - Special Attachment No. 2".

8. That if bridge conditions are discovered by the Consultant that require repair, the Consultant shall inform the County as soon as possible of conditions discovered. The Consultant will be available to the County, to prepare repair documents, assist in selecting a contractor and inspect the actual repair operation. Use of the Consultant to perform these tasks shall be approved by County. The repairs are considered non-participating by the Secretary under this Master Agreement and the County will pay the total cost of such non-participating items for repair of the bridge.

9. That this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

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

ATTEST: THE BOARD OF COUNTY COMMISSIONERS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Debra L. Miller
Secretary of Transportation

BY: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer



KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment Number 1
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. 3555) 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 insure 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 seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "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

- (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation
 - (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly 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 CFR 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.

Underwater Inspection for 70 Bridges in 2008

No. of Bridges	Co. Num	LPA	Consultant %	Cost	Divers %	Cost	Travel & Other	Sub-total	2004 Fee	%
1	1	Allen	0.0160	\$ 2,500.30	0.0143	\$ 1,607.00	\$ 69.86	\$ 4,177.16	3,717.32	0.0160
4	3	Atchison	0.0357	\$ 5,569.50	0.0571	\$ 6,428.00	\$ 279.43	\$ 12,276.93	8,280.44	0.0357
1	10	Chautauqua	0.0124	\$ 1,939.72	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,616.58	2,883.88	0.0124
4	11	Cherokee	0.0449	\$ 7,002.14	0.0571	\$ 6,428.00	\$ 279.43	\$ 13,709.57	10,410.41	0.0449
1	16	Coffey	0.0111	\$ 1,726.47	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,403.33	2,566.83	0.0111
1	18	Cowley	0.0124	\$ 1,931.32	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,608.17	2,871.38	0.0124
1	18	Winfield, City	0.0119	\$ 1,850.62	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,527.48	2,751.41	0.0119
3	21	Dickinson	0.0463	\$ 7,231.18	0.0429	\$ 4,821.00	\$ 209.57	\$ 12,261.75	10,750.94	0.0463
2	23	Douglas	0.0434	\$ 6,771.94	0.0286	\$ 3,214.00	\$ 139.71	\$ 10,125.65	10,068.16	0.0434
1	25	Elk	0.0142	\$ 2,222.39	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,899.25	3,304.14	0.0142
4	30	Franklin	0.0483	\$ 7,538.25	0.0571	\$ 6,428.00	\$ 279.43	\$ 14,245.68	11,207.48	0.0483
1	37	Greenwood	0.0112	\$ 1,743.84	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,420.70	2,592.65	0.0112
3	40	Harvey	0.0475	\$ 7,410.59	0.0429	\$ 4,821.00	\$ 209.57	\$ 12,441.16	11,017.68	0.0475
1	46	Johnson	0.0139	\$ 2,169.31	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,846.17	3,225.22	0.0139
8	50	Labette	0.0875	\$ 13,661.89	0.1143	\$ 12,856.00	\$ 558.86	\$ 27,076.75	20,311.79	0.0875
1	54	Linn	0.0114	\$ 1,779.78	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,456.63	2,646.08	0.0114
1	57	Marion	0.0131	\$ 2,039.20	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,716.05	3,031.77	0.0131
1	59	McPherson	0.0131	\$ 2,039.20	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,716.05	3,031.77	0.0131
1	62	Mitchell	0.0219	\$ 3,422.82	0.0143	\$ 1,607.00	\$ 69.86	\$ 5,099.68	5,088.87	0.0219
5	63	Montgomery	0.0534	\$ 8,333.61	0.0714	\$ 8,035.00	\$ 349.29	\$ 16,717.89	12,389.97	0.0534
4	67	Neosho	0.0620	\$ 9,676.04	0.0571	\$ 6,428.00	\$ 279.43	\$ 16,383.47	14,385.83	0.0620
1	75	Pottawatomie	0.0372	\$ 5,800.07	0.0143	\$ 1,607.00	\$ 69.86	\$ 7,476.93	8,623.24	0.0372
1	84	Russell	0.0386	\$ 6,023.30	0.0143	\$ 1,607.00	\$ 69.86	\$ 7,700.16	8,955.13	0.0386
2	85	Saline	0.0325	\$ 5,074.98	0.0286	\$ 3,214.00	\$ 139.71	\$ 8,428.70	7,545.22	0.0325
1	87	Sedgwick	0.0130	\$ 2,030.64	0.0143	\$ 1,607.00	\$ 69.86	\$ 3,707.50	3,019.05	0.0130
2	89	Shawnee	0.0373	\$ 5,825.27	0.0286	\$ 3,214.00	\$ 139.71	\$ 9,178.99	8,660.71	0.0373
2	89	Topeka, City	0.0323	\$ 5,047.25	0.0286	\$ 3,214.00	\$ 139.71	\$ 8,400.97	7,503.99	0.0323
3	96	Sumner	0.0421	\$ 6,573.85	0.0429	\$ 4,821.00	\$ 209.57	\$ 11,604.42	9,773.66	0.0421
1	99	Wabaunsee	0.0209	\$ 3,268.46	0.0143	\$ 1,607.00	\$ 69.86	\$ 4,945.32	4,859.38	0.0209
2	103	Wilson	0.0288	\$ 4,501.39	0.0286	\$ 3,214.00	\$ 139.71	\$ 7,855.10	6,692.43	0.0288
6	105	KS City/Wyd	0.0859	\$ 13,414.66	0.0857	\$ 9,642.00	\$ 419.14	\$ 23,475.80	19,944.21	0.0859
			1.0000	\$ 156,120.00	1.0000	\$ 112,490.00	\$ 4,890.00	\$ 273,500.00	\$ 232,111.04	1.0000
			\$ 156,120		\$ 112,490		\$ 4,890	\$ 273,500		

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STRUCTURAL INVENTORY AND APPRAISAL SHEET Items 60,61, &113 Based Upon Observed Condition					Inspection Frequency Recommendations		Inspection Date
COUNTY	STRUCTURE NO.	ITEM 60	ITEM 61	ITEM 113	PREVIOUS	2004	
Allen	00000000010070	7	6	8	5	5	7/23/2004
Atchison	00000000030100	7	8	8	5	5	8/6/2004
Atchison	00000000030250	8	7	8	5	5	8/6/2004
Atchison	00000000030280	--	--	--	5	Remove	--
Atchison	00000000030470	8	7	8	5	5	8/5/2004
Chautauqua	000100941606801	7	7	8	5	5	7/28/2004
Cherokee	000000000110185	8	6	5	5	5	8/4/2004
Cherokee	000000000110200	8	6	8	5	5	8/4/2004
Cherokee	000000000110480	8	8	8	5	5	8/4/2004
Cherokee	000000000110530	8	7	8	5	5	8/4/2004
Coffey	000000000160310	8	8	8	5	5	7/23/2004
Cowley	000000000180660	7	8	8	5	5	7/21/2004
Dickinson	000000000210070	7	6	8	5	5	7/14/2004
Dickinson	000000000210220	7	6	8	5	5	7/14/2004
Dickinson	000000000210770	6	6	8	5	5	7/14/2004
Douglas	000000000230090	8	6	5	5	5	7/30/2004
Douglas	000000000230240	8	6	8	5	5	7/30/2004
Elk	000000000250450	7	4	8	5	5	7/28/2004
Franklin	000000000300160	8	8	8	5	5	8/5/2004
Franklin	000000000300290	8	8	8	5	5	8/5/2004
Franklin	000000000300340	8	7	8	5	5	7/29/2004
Franklin	000000000300550	8	8	8	5	5	7/29/2004
Greenwood	000370949106160	8	4	8	5	5	7/22/2004
Harvey	000400803605780	4	7	5	--	2	7/20/2004
Harvey	000400795605680	4	6	5	2	2	7/19/2004
Harvey	000400821005664	5	8	5	5	2	7/19/2004
Johnson	000000000460240	8	7	8	5	5	8/5/2004
Labette	000000000500010	8	7	8	5	5	7/27/2004
Labette	000000000500530	8	6	8	5	5	7/26/2004
Labette	000000000500750	8	7	8	5	5	7/26/2004
Labette	000000000500810	8	7	8	5	5	7/27/2004
Labette	000501023506700	8	8	8	5	5	7/26/2004
Labette	000501031106845	4	5	4	2	2	7/27/2004
Labette	000501039006661	8	7	8	5	5	7/27/2004
Labette	000501045006626	7	8	8	5	5	7/27/2004
Linn	000000000540050	8	8	8	5	5	8/4/2004