

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: JAMES M. HAAG, JR.	Ext. 3552
DEPARTMENT: PUBLIC WORKS	
DATE: 7/08/09	No.

ITEM: Consider authorizing the Chairman to execute the proposal with Taylor Design Group, P.A. to preserve sections corner monuments on the ARRA John Brown Project in the amount of \$2,300.00

Background: The Board of County Commissioners previously paid to have section corner monuments installed on the 36 Mile Project. Preserving these monuments will minimize damage to the new overly by surveyors digging to locate the section corners.

Recommended Action: Motion authorizing the Chairman to execute the proposal with Taylor Design Group, P.A. to preserve sections corner monuments on the ARRA John Brown Project in the amount of \$2,300.00

Attachments: Proposal

2



June 29, 2009

Board of County Commissioners
Franklin County, Kansas
1428 S. Main
Suite 4
Ottawa, Kansas 66067

RE: Professional Services Contract
John Brown Road Pavement Overlay Project

Dear Commissioners:

Taylor Design Group, P.A. (TDG) is pleased to offer this proposal to Franklin County (CLIENT) to perform land surveying services pertaining to section corner preservation and perpetuation in conjunction with the John Brown Road Pavement Overlay project. We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please sign and return one copy to me.

PROJECT UNDERSTANDING:

Our understanding of the project is a result of our conversations with Mr. Jim Haag and our familiarity with the project site. The project consists of providing a 2" asphalt overlay on John Brown Road from Kentucky Road to Florida Road. The project will also include repairing sections of the existing road, where needed, before the overlay is constructed. Part of the work associated with the project is protecting the section corners along the route.

SCOPE OF SERVICES:

- TDG will recover the existing section corner monuments along the subject route.
- TDG will file section corner endangerment reports for the existing corner monuments found with the Kansas State Historical Society as required by law.
- At the completion of the project, TDG will re-establish the section corner monuments disturbed during construction with a 1/2" rebar and identification cap and file new reference reports with the Kansas State Historical Society as required by law.

FEES:

Taylor Design Group, P.A. proposes to complete work items listed above for the lump sum price of **\$2,300 (Two Thousand Three Hundred Dollars)**. In addition to the fee for services rendered, the fee for filing section corner reference reports with the Kansas State Historical Society is \$4.00 per section corner report. The CLIENT agrees to reimburse TDG the filing fees paid by TDG to the Kansas State Historical Society.

BILLING AND PAYMENT:

Invoices will be submitted approximately every two weeks and will be based on the actual work performed to date. Full payment is due within 15 days after the date of the invoice. A 1.5% per month surcharge (or the maximum rate of interest permitted by law, if less) will be added to all amounts not paid by the due date. Payments will be credited first to interest and then to principal. If the CLIENT fails to make any payment due for services and expenses within forty five (45) days after the date of invoice therefore, TDG may suspend services under this agreement until payment has been made in full for all amounts due for services, expenses, and other related charges.

COLLECTIONS:

If the CLIENT fails to make payments when due and TDG incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately come due and payable to TDG. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable staff costs at standard billing rates for TDG's time spent in efforts to collect. This obligation of the CLIENT to pay TDG's collection costs shall survive the term of this agreement or any earlier termination by either party.

OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by TDG as instruments of service shall remain the property of TDG. TDG shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

LIABILITY:

All liability for work provided by Taylor Design Group, P.A. is limited to the dollar amount of this contract. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted.

TERMINATION:

Either party, with 5 working days written notice, may terminate this agreement. Payment for all work provided up to the termination date, becomes due immediately. Taylor Design Group, P.A. will provide the CLIENT with copies of all work provided up to the termination date.

ACCEPTANCE:

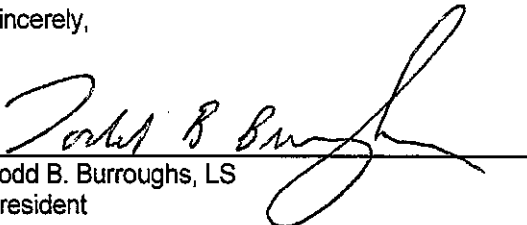
This proposal is open for acceptance for 30 calendar days. At the end of this period, Taylor Design Group, P.A. may extend the period for acceptance in writing, renegotiate the proposal or withdraw the proposal completely.

If this proposal meets with your satisfaction, please sign and date one copy and return it to our office so that we may schedule your work.

Accepted by: _____

Date: _____

Sincerely,



Todd B. Burroughs, LS
President