

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: James M. Haag, Jr.	Ext: 3552
DEPARTMENT: Public Works	
DATE: Wednesday, February 17, 2010	No:

ITEM: Consider authorizing the Chairman and County Clerk to execute the agreement with Cook, Flatt & Strobel Engineers, P.A. for construction inspection services on the Montana Road Project No. 30 KA-0841-01 not to exceed \$85,711.00.

Background: The Board of County Commissioners selected Cook, Flatt & Strobel Engineers, P.A. to perform the construction inspection services on the Montana Road Project No. 30-NA-0841-01. The firm prepared an estimate of the hours and cost which was reviewed and found acceptable by KDOT in the amount not to exceed \$85,711.00.

Recommended Action: Motion authorizing the Chairman and County Clerk to execute the agreement with Cook, Flatt & Strobel Engineers, P.A. for construction inspection services on the Montana Road Project No. 30-KA-0841-01 not to exceed \$85,711.00.

Attachments: Proposed Agreement

AGREEMENT

between

COOK, FLATT & STROBEL

ENGINEERS, P.A.

and

FRANKLIN COUNTY, STATE OF KANSAS

THIS AGREEMENT, made and entered into by and between the Board of COUNTY Commissioners of FRANKLIN COUNTY, State of Kansas, hereinafter referred to as the COUNTY; and the firm of COOK, FLATT & STROBEL, ENGINEERS, P.A., 2930 S.W. Woodside Drive, Topeka, Kansas 66614, hereinafter referred to as the ENGINEER.

WITNESSETH:

That the said COUNTY desires the services of the ENGINEER for construction inspection of the Montana Road, Project No. 30 KA-0841-01.

The extent and scope of engineering services include on-site inspection, testing, and contract administration in accordance with approved practices and requirements of the Kansas Department of Transportation (KDOT).

For the engineering services the ENGINEER shall receive actual cost plus fixed fee not to exceed Eighty Five Thousand Seven Hundred Eleven Dollars (\$85,711.00).

It is further agreed that payment shall be made by the COUNTY on the basis of progress of the work on a monthly basis as billed. In addition, the COUNTY shall be obligated to pay for services under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the COUNTY'S current budget year or (b) funds made available from any lawfully operated revenue producing source.

SECTION I

THE ENGINEER AGREES

Paragraph One

The ENGINEER agrees to designate a Project Engineer/Project Manager who shall serve as the CONSULTANT'S Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy. The Project Engineer/Project Manager and other Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials. It is understood that such work shall be completed according to approved standard practices and rules or regulations of the Kansas Department of Transportation.

Paragraph Two

The ENGINEER further agrees to accept compensation for such work from said COUNTY in such amounts and at such periods as have been by said ENGINEER and said COUNTY mutually agreed.

Paragraph Three

The ENGINEER further agrees:

1. To comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work.
2. To procure all licenses or permits necessary for his business operation under said agreement.
3. Furnish all equipment required to accomplish the construction inspection services except for off-site testing services that may be required.
4. To be responsible for all damage to persons or property caused by him, his agents, employees, or subcontractors, which may result from their operation in connection with the work.

SECTION II
THE COUNTY AGREES

Paragraph Four

The COUNTY agrees:

That the ENGINEER has been duly authorized to make all said construction inspection services and the furnishing of all labor, equipment, materials and supplies essential thereto, for the fee as stipulated.

Paragraph Five

It is further understood and agreed by the said COUNTY that this agreement and all contracts which are entered into under the provisions of this agreement shall be binding upon the present governing body of said COUNTY and their successors.

Paragraph Six

It is further understood that should the contractor run past his allotted number of working days, the liquidated damages from the contractor will be used to cover additional expenses incurred by the ENGINEER for additional days of inspection.

SECTION III

THE PARTIES HERETO MUTUALLY AGREE

Paragraph Seven

It is mutually agreed by the parties hereto:

1. That the Services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without the written consent of said COUNTY.

2. That the right is reserved by the COUNTY to terminate this agreement at any time, upon written notice, in the event the improvements are to be abandoned or indefinitely postponed; provided, however, that in any case the ENGINEER shall be paid for the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this agreement but in no case greater than the maximum fee stipulated on Page 1 of the Agreement. The parties recognize that services terminated prior to completion will be of less value to the COUNTY than services completed pursuant to the terms of the contract.

3. The ENGINEER agrees not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, or physical handicaps in regard to any position for which the employee or applicant is qualified. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap.

4. All work product of ENGINEER will become the property of the COUNTY exclusively and will be promptly delivered to the COUNTY upon completion of ENGINEER's services or earlier termination thereof.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officials this _____ day of _____, 2010.

ATTEST: (Seal)

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, State of Kansas

COUNTY Clerk

Chairman, Board of Commissioners

Member, Board of Commissioners

Member, Board of Commissioners

Member, Board of Commissioners

Member, Board of Commissioners

COOK, FLATT & STROBEL,
ENGINEERS, P.A.

Kenneth Blair

Kenneth M. Blair, P.E.