

**CONTRACT FOR  
NON-FEDERAL-AID ROAD CONSTRUCTION  
ENGINEERING BY CITY  
(CITY-ADMINISTERED PROJECT)**

**CMS CONTRACT NO.017141045  
CITY INDEX NO. \_\_\_\_\_**

**PROJECT NO. 46 KA-3114-01  
CITY OF OVERLAND PARK, KANSAS**

**THIS AGREEMENT** is entered into between the City of Overland Park, Kansas (the “LPA” or “Local Public Authority”), as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT) (the “Secretary”). The Secretary will act as agent for the LPA pursuant to an agreement between the Parties dated May 22, 2013, Agreement No. 79-13 (the “Primary Agreement”). The LPA and Secretary are collectively referred to as the “Parties.”

**RECITALS:**

- A. The Secretary and the LPA have agreed the LPA will provide Construction Engineering in accordance with rules and guidelines based on the inspection procedures approved by the Secretary for the Project.
- B. The Secretary and the LPA desire to set forth their understanding and agreements relating to Construction Engineering services and allocation of Construction Engineering costs for the Project.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Construction Engineering**” inspection services, material testing, engineering consultation and other reengineering activities required during construction of the Project.
- 3. “**Design Plans**” means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 4. “**Effective Date**” means the date this Agreement is signed by the Secretary or the Secretary’s designee.

5. “**KDOT**” means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
6. “**LPA**” means the City of Overland Park, Kansas.
7. “**Parties**” means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
8. “**Project**” means Project No. 46 KA-3114-01 consisting of 1.99 miles of grading, surfacing, and bridge, located at the US-69 and 159<sup>th</sup> Street Interchange, and will include construction of auxiliary lanes on US-69 (NB & SB) from 167<sup>th</sup> Street, north to 151<sup>st</sup> Street, which is the subject of the Primary Agreement.
9. “**Secretary**” means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

## ARTICLE II

### **LPA RESPONSIBILITIES:**

1. Compliance with Approved Project Procedures Manual(s). The LPA will provide the Construction Engineering services in accordance with the Project Procedures Manual(s) for the LPA, which the LPA has provided to the KDOT’s Bureau of Local Projects for prior approval. Any subsequent changes to the Project Procedures Manual(s) by the LPA during the Construction Engineering inspection of the Project will require prior approval of the changes by the Secretary.
2. Protective Clothing. The LPA will require, at a minimum, all personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests.

## ARTICLE III

### **CONSTRUCTION ENGINEERING COMPENSATION:**

1. Compensation. The Parties agree the total estimated costs for Construction Engineering services is \$525,248.00. Reimbursement to the LPA for Construction Engineering services will be based upon actual costs incurred by the LPA. Further, the LPA agrees compensation: (i) will be made in accordance with the Primary Agreement; (ii) may not exceed the estimate listed above in this paragraph 1; and (iii) and as may be allowed by State Law.

**ARTICLE IV**

**GENERAL PROVISIONS:**

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **Assigned Staff.** The following individuals will be assigned to the Project; to be updated or otherwise revision by written communication to KDOT's Bureau of Local Projects without the need for written amendment to this Agreement:
  - (a) The Field Engineer for the KDOT will be Ms. Dawn Hueske, P.E., whose work address is 700 SW Harrison, Topeka, KS 66603 and work telephone is 785-207-1420.
  - (b) The Project Engineer/Project Manager for the LPA will be Larry Blankenship, P.E., Certification Number: N/A, whose work address is 8500 Santa Fe Drive, Overland Park, KS 66212 and work telephone is 913-895-6007.
  - (c) The Chief Inspector for the LPA will be Chris Hutton, Certification Number 1088 (expiration date is 12/17/2015), whose work address is 8500 Santa Fe Drive, Overland Park, KS and work telephone is 913-895-6222.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors and assigns.
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**(This space is intentionally left blank)**

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

APPROPRIATE LOCAL OFFICIAL

\_\_\_\_\_  
City Clerk (Date)

\_\_\_\_\_  
Mayor (Date)

Approved As To Form

\_\_\_\_\_  
Deputy City Attorney (Date)

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

\_\_\_\_\_  
Jerome T. Younger, P. E. (Date)  
Deputy Secretary and  
State Transportation Engineer

## INDEX OF ATTACHMENTS

Special Attachment No. 1	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994
Special Attachment No. 2	Contractual Provisions Attachment
Special Attachment No. 3	Estimate of Engineering Fee
Special Attachment No. 4	Listing of KDOT Certified Inspectors
Special Attachment No. 5	Certification of Final Indirect Costs
Special Attachment No. 6	Tax Clearance Certificate

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

### Nondiscrimination Clauses

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

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

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

Exhibit A

Project No. 69 46 KA-3114-01  
 City of Overland Park  
 Johnson County  
 Sheet 2 of 2

**Summary Direct Payroll Costs**

<u>Employee</u>	<u>Hours</u>	<u>Salary</u>	<u>Extension</u>
(a) Engr(s) &/or	1,272 @	\$51.00 =	\$64,872.00
(b) Technician(s)	5,602 @	\$27.00 =	<u>\$151,254.00</u>
			\$216,126.00
B. Salary Related and General Overhead (49%)			<u>\$105,902.00</u>
C. Total Payroll Plus Overhead (A.+ B.)			\$322,028.00
D. Direct Expenses			
Testing Laboratory (Kaw Valley Engineering, Inc.)			\$56,020.00
Inspection Consultant (Kaw Valley Engineering, Inc.) (Participating)			\$147,200.00
Total Other Direct Expenses			<u>\$203,220.00</u>
<b>TOTAL FORCE ACCOUNT ESTIMATE</b>			<b>\$525,248.00</b>



ITEMS

Test from sample obtained behind the paver. The procedure is specified in the project technical specifications, subparagraph "Superpave Asphaltic Concrete Mix Design Method", S.1.8. Test properties to be determined and other information to be recorded are shown at the end of the specification entitled "Superpave Asphaltic Concrete Test" (Verified Mix Design). The bulk specific gravity of the total aggregate (Gsb) will be furnished by the City. Note - volumetric results due within 4 hours of sampling. Testing start times coordinated with Contractor's lab.

Determination of Asphalt Content and Gradation of Combined RAP or FRAP by Ignition Method ASTM D-6307-05 & ASTM D-5444-05	Each	24	275.00	6,600.00
	Each	24	100.00	2,400.00

Description	Unit	Approx Quantity	Unit price	Quantity
Core Density ASTM D2726	Each		200.00	800.00
Coring 4" I.D. cores & patching holes (with patching material)	Each	67	60.00	4,020.00
Core Density ASTM D2726	Each		10.00	670.00
Sample Pick Up for Asphalt Testing (includes 3 hours tech. time and round trip transportation)	Each	24	130.00	3,120.00
Standby Time for sample pickup	Hour	0	40.00	
<b>Underdrain Aggregate:</b>				
Sieve Analysis KT-2	Each	6	60.00	360.00
Sticks in Aggregate KT-35	Each	6	10.00	60.00
Clay Lumps in Aggregate KT-7	Each	6	10.00	60.00
<b>Fly Ash</b>				
Moisture/Density and Compressive strength Tests ASTM D4609	Each	2	180.00	360.00
Field Density Test KT-13, KT-51, or KT-52	Each	6	10.00	60.00
In place Moisture AASHTO 217	Each	20	15.00	300.00
<b>Other</b>				
Precast Product Inspection	Hour	80	65.00	5,200.00
Standby Time (excludes standby time for Asphalt and onsite inspection)	Hour	0	55.00	
Project Meeting Attendance (Senior Materials Engineer)	Hour	0	125.00	
Per Diem (out of town inspection)	Day	20	120.00	2,400.00
Back up Field Inspector/Engineer	Hour	1,920	70.00	134,400.00
Prestress Beam Inspection	Hour	80	65.00	5,200.00

TOTAL PROPOSAL \$ 203,220.00

1. Sampling for tests are included in the unit price for the test.

Special Attachment No. 2

Listing of Inspection Staff for Project Number 46 KA-3114-01

Updated: 18-Apr-14 11:59 AM

The following list of personnel are available to perform the work on this project when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION										TESTING									
		BI	API	CPI	STR	IMSA	IIAC	ACI AGF	ACI AGL	AMF	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC	QC/QA ASPHALT	QC/QA CONCRETE	
Alan Daniels	2141	3/21/19	3/21/19	3/21/19	3/21/19			X										X			
J. Kent Hall	1181	4/14/16	1/27/16	11/19/15	3/17/16																
Kevin Harris	3687	1/26/15	1/28/15	1/29/15	1/27/15																
J. Scott Hobson	2097	1/25/16	1/27/16	1/28/16	1/26/16																
Chris Hutton	1088	3/18/16	12/17/15	12/17/15	12/17/15																
Ron Hyland	2788	1/25/16																			
Justin Nickel	3622	1/21/16	1/21/16	1/21/16	3/18/16																
Mary K. (Kathy) Petrie	1410	4/17/14	4/17/14	4/17/14	4/17/14																
Tony Rome	3819	1/25/16	1/27/16	1/28/16	1/26/16																
Brian Scovill	3820	1/25/16	1/27/16	1/28/16	1/26/16																

Special Attachment No. 5

Updated 16-Apr-14 04:09 PM

Listing of Inspection Staff for Kaw Valley Engineering, Inc.

The following list of personnel are available to perform the work on I-50th and US 69 Interchange, CP Project #S1-1058 when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION										TESTING											
		BI	API	CPI	SUR	IMSA	IIAC	AGF	AGI	AGI	AMF	CF	CS	ACT	PO	SE	SD	SOF	SOL	NIC	QC/QA ASPHALT	QC/QA CONCRETE	
Curtis Barr	555	1/1/18	1/1/18	1/1/18	1/1/18																1/25/15	1/26/16	
Rob Kabus	3519							1/6/15										2/15/17			2/12/19		
Johnson Lee	1846							1/8/19										1/15/15					
David Johnson	2579	1/25/16			1/26/16			3/8/17	1/29/19												2/12/19		
Chris Crowder	4465																						
Steven Bugley	3968							1/10/18	3/27/18												2/28/18		2/12/19
Steve LaRue	1847							1/16/15													10/7/18		2/22/16

**Certification of Final Indirect Costs**

Firm Name: Kaw Valley Engineering, Inc.

Indirect Cost Rate Proposal: 138.83


Date of Proposal Preparation (mm/dd/yyyy): 04/11/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): April 1, 2014 through March 31, 2015

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official (Print): Gary A. Leeds

Title: Principal

Date of Certification (mm/dd/yyyy): April 16, 2014

REQUIRED CONTRACT ATTACHMENT  
TAX CLEARANCE CERTIFICATE

Consultants and Sub-Consultants are required obtain a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR]. The Tax Clearance Certificate contains a Transaction Number and a 90 day time period that need to be transcribed to this attachment (below) at the time of contract execution. The Tax Clearance process is a tax account review by KDOR to determine the Consultant's and Sub-Consultant's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will not execute this agreement if the Consultant and Sub-Consultant(s), as listed as Direct Expenses on the Special Attachment No. 6 – Consultant's Proposal or on an Exhibit B, are not listed below. The Bureau of Local Projects will verify the certification through the Transaction Number.

To obtain a Tax Clearance Certificate, the Consultant (or Sub-Consultant) shall complete an Application Form and submit it to KDOR. The Application Form can be completed and submitted online, by mail, or by fax. Application Forms are available at <http://www.ksrevenue.org/taxclearance.html>. After the Consultant (or Sub-Consultant) submits the Application Form, KDOR will provide the applicant a Transaction ID number and a certification time period. The Consultant (or Sub-Consultant) shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on online applications are generally available the following business day.

If the Consultant (or Sub-Consultant) is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Application for Tax Clearance, the Consultant (or Sub-Consultant) shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Tax Clearance Certificate Confirmation Number

	<u>Firm Name</u>	<u>Transaction Number</u>	<u>Time Period (m/d/y - m/d/y)</u>
Consultant	<u>Kaw Valley Engineering, Inc.</u>	<u>CPAU-J462-9AAJ</u>	<u>1/28/2014 - 4/28/2014</u>
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____
Sub-Consultant	_____	_____	_____