

BOARD OF COUNTY COMMISSIONERS AGENDA MIAMI COUNTY, KANSAS

Wednesday, March 3, 2021 | 1:00 p.m.

CALL TO ORDER AND OPEN CEREMONIES

- PLEDGE OF ALLEGIANCE
- ROLL CALL

PUBLIC COMMENT

The Board of County Commissioners encourages citizen participation in local governance processes. Making every effort to be in compliance with the Kansas Open Meetings Act (KSA 75-4317), you are invited to participate in today's meeting. Speakers are requested to state their full name, address, and group affiliation, if any, before delivering any remarks. Speakers should limit their comments as to not exceed five minutes. Always speak from the podium, using the microphone. If documentation or material is presented to the Board of County Commissioners, please provide them to the Clerk for distribution and filing with the official record of the meeting.

CONSENT AGENDA

The CONSENT AGENDA is a single agenda item that can include multiple items previously reviewed and determined to be of a routine business nature. Items that are included as part of the CONSENT AGENDA will be voted upon under a single motion unless a separate discussion on any single item is requested by a Member of the Board of County Commissioners or a member of the public. If a separate discussion on any item is requested, it will be set aside for further consideration as part of the ACTION AGENDA.

1. Approval of minutes of the county commission meeting on February 24, 2021.
2. Approval of payment vouchers and payroll.

PRESENTATIONS AND AWARDS

ACTION AGENDA

1. REVISED PROJECT BUDGET – Consider authorizing Project 18-13-SB (663) 299th Street Culvert Replacement budget revision to \$289,446.41.
2. PROJECT CHANGE ORDER – Consider authorizing Commission Chair to execute change order for Project 18-13-SB (663) 299th Street Culvert Replacement in the amount of \$2,744.44.
3. 2021/2022 BRIDGE INSPECTION AWARD AND AGREEMENT – Consider authorizing Commission Chair to execute agreement with BG Consultants for 2021/2022 Bridge Inspection Services in the amount of \$29,227.50.

APPLICATIONS

REPORTS FROM STAFF, COMMITTEES, OFFICERS

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

**BOARD OF COUNTY COMMISSIONERS AGENDA
MIAMI COUNTY, KANSAS**

Wednesday, March 3, 2021 | 1:00 p.m.

Miami County does not discriminate on the basis of race, color, national origin, gender, religion, age disability, genetic information, or other circumstance prohibited by federal, state, or local law, rule, or regulation, including Title II of the Americans with Disabilities Act. A request for accommodation for a disability; or other assistance, should be made, if possible, at least 3 days in advance to County Counselor, Sheila Schultz @ 913-294-3914.

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, March 3, 2021
DEPARTMENT: Road and Bridge	REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: moehlert@miamicountyks.org	PROJECT / REFERENCE NUMBER: 18-13-SB (663)

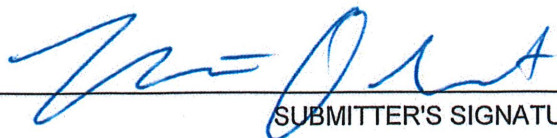
AGENDA SUBJECT: Revised Project Budget for Project 18-13-SB (663) 299th Street Culvert Replacement
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AGENDA SUBJECT BACKGROUND / DESCRIPTION: Revised project budget for the 299th Street Culvert Replacement located on 299th Street 0.07 mile east of Victory Road. A revised budget is requested due to change order for a traffic control plan requested by Miami County Road and Bridge. Original Budget: \$289,281.00 Requested budget increase: \$165.41 Total revised project budget: \$289,446.41
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REQUESTED ACTION / STAFF RECOMMENDATION: Request Board of County Commissioners to authorize Project 18-13-SB (663) budget revision to \$289,446.41.

BUDGET IMPACT: \$165.41

BUDGET AVAILABLE FOR THIS ITEM: \$289,281.00	BUDGET REMAINING FOR THIS ITEM: \$289,446.41
FUND / LINE ITEM TO BE CHARGED: 0450-327-663	ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



SUBMITTER'S SIGNATURE:

2/25/21

DATE:

FISCAL REVIEW

Steve Simon
SIGNATURE:

2/25/2021
DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE:

DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

- Accepted
- Denied
- Postponed
- Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

- Yes
- No

NPG Account Number:

Mail Distribution Required:

Mailed By:

- Yes
- No

**Miami County
Project Authorization Form**



Project Number 18-13-SB (663)
 Project Type Culvert Replacement
 Project Location 299th Street 0.07 miles east of Victory Road
 Project Length 100 Feet

Project Cost Estimate	Units	Unit Costs	Projected Costs	Totals
Preliminary Engineering				
% of Construction Cost		-	<u>23,285</u>	23,285
				23,285
Right-of-Way				
Parcels		<u>6,079</u>		6,079
				29,364
Utility Adjustments				
		<u>0</u>		0
				29,364
Construction Layout				
In-House				0
Contract				29,364
Administration				
Permits	<u>KHDE, DWR, Etc.</u>	<u>0</u>		0
				29,364
Construction				
	<u>Contract</u>	<u>239,081.45</u>		
	<u>Change Order #1</u>	<u>2,744.44</u>		
	<u>Publication</u>	<u>56.52</u>		
				241,882
				271,246
Construction Engineering				
% of Construction Cost			<u>18,200</u>	18,200
				289,446
Contingencies		<u>0%</u>	<u>0</u>	0
				289,446
Interim Interest		<u>0%</u>	<u>0</u>	0
				289,446

**Miami County
Revised Project Authorization Form**



Department Road and Bridge
 Project Number 18-13-SB (663)
 Project Type Culvert Replacement
 Project Location 299th Street 0.07 miles east of Victory Road
 Project Length 100 feet

Project Description:

Replace short-span concrete deck slab structure with a 20 foot long and 26 foot wide out-to-out steel girder structure. The new structure will have a concrete deck and concrete bridge approaches. The project is located on 299th Street 0.07 miles east of Victory Road. This project is funded by the Special Bridge Fund.

Project Schedule

Estimated Start Date	<u>Spring 2021</u>	Consultant Selection
Estimated Bid Letting	<u>Winter 2020</u>	
Estimated Completion Date	<u>Fall 2021</u>	Project Completion

Project Budget Summary

Fund	Amount	Total Project Budget
<u>Special Bridge</u>	<u>\$289,446.00</u>	<u>\$289,446.00</u>

Attachments

Project Budget	Project Aerial Photo
Project Request for Proposals	
Project Scope Memorandum	
Project Map	

Approvals:

Project Authorization:
Board of County Commissioners

Director of Road and Bridge (date)

Chair

Finance Manager (date)

Member

County Administrator (date)

Member

Member

Member

Attest, County Clerk

Project Authorized this _____ day of _____, 20_____.

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, March 3, 2021
DEPARTMENT: Road and Bridge	REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: moehlert@miamicountyks.org	PROJECT / REFERENCE NUMBER: 18-13-SB (663)

AGENDA SUBJECT:
 Change Order for Project 18-13-SB (663) 299th Street Culvert Replacement

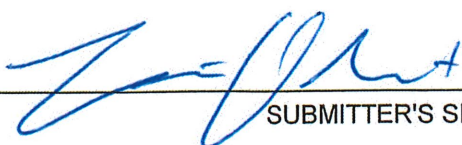
AGENDA SUBJECT BACKGROUND / DESCRIPTION:
 Change order for the 299th Street Culvert Replacement project, located on 299th Street 0.07 mile east of Victory Road, in the amount of \$2,744.44 for a traffic control plan requested by Miami County Road and Bridge.

Original Contract Price: \$239,081.45
 Change Order Increase: \$2,744.44
 New Contract Price: \$241,825.89

REQUESTED ACTION / STAFF RECOMMENDATION:
 Commission to authorize Commission Chair to execute change order for Project 18-13-SB (663) 299th Street Culvert Replacement in the amount of \$2,744.44.

BUDGET IMPACT:
 \$2,744.44

BUDGET AVAILABLE FOR THIS ITEM:	BUDGET REMAINING FOR THIS ITEM:	
FUND / LINE ITEM TO BE CHARGED: 0450-327-3711-663	ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



SUBMITTER'S SIGNATURE:

2/25/21
DATE:

FISCAL REVIEW

Steve Lyness
SIGNATURE:

2/25/2021
DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE:

DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

00430
CHANGE ORDER

Order No. 1

Date: 2-24-2021

Agreement Date: 11-20-2020

Name of Project: 299th Street Culvert Replacement (0.7 miles east of Victory Road) Project Number: 18-13-SB (663) RFB 2020-013

Owner: Miami County Commission Contractor:

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 239,081.45

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 239,081.45

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:

\$ \$2,744.44

The new Contract Price including this CHANGE ORDER will be \$ 241,825.89

Change to CONTRACT TIME: N/A

The CONTRACT TIME will be by 1 working days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective, this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: Corey Ohlmeier, Bryan-Ohlmeier Construction Co., Inc.

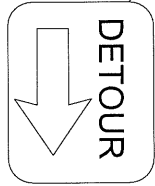
Recommended by: David Baldrige, Baldrige Engineering LLC 2-24-2021

Accepted by: MATTHEW DEHOLT [Signature] 2/24/21

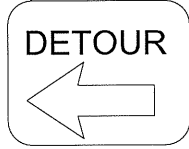
Approved by: _____

END OF SECTION 00430

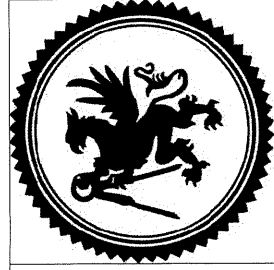
N 287th Street



M4-9R
30"x24"



M4-9L
30"x24"



Traffic Control Plan

299th Street Culvert Replacement
Miami County Project No. 18-13-SB (633)

BALDRIDGE ENGINEERING LLC
308 S. Silver PAOLA, KANSAS
PH. 913-594-4532 FX. 913-594-4533

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, March 3, 2021
DEPARTMENT: Road and Bridge	REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: moehlert@miamicountyks.org	PROJECT / REFERENCE NUMBER: 21-01-SB (676)

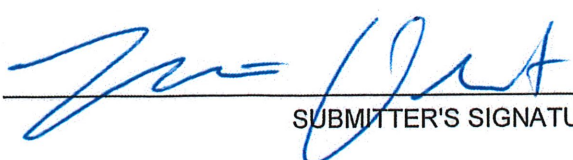
AGENDA SUBJECT:
2021/2022 Bridge Inspection Award and Agreement Project #21-01-SB (676)

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Award and Agreement for 2021/2022 Bridge Inspection price proposals. Proposals were opened on February 23, 2021 at 9:00 a.m. with BG Consultants being the apparent low bidder at \$29,227.50.

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to authorize Commission Chair to execute agreement with BG Consultants for 2021/2022 Bridge Inspection Services in the amount of \$29,227.50.

BUDGET IMPACT:
\$29,227.50

BUDGET AVAILABLE FOR THIS ITEM: \$40,000.00	BUDGET REMAINING FOR THIS ITEM: \$10,772.50		
FUND / LINE ITEM TO BE CHARGED: 0450-327-676	<table style="width: 100%;"> <tr> <td style="width: 50%;">ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</td> <td style="width: 50%;">CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		


2/25/21

 SUBMITTER'S SIGNATURE: DATE:

FISCAL REVIEW

SIGNATURE:

Steve Lyman

DATE:

2/25/2021

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE:

DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

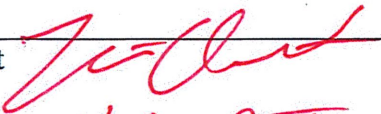
RFP/Item

2021-003 Request for Price Proposal for 2021/2022 Bridge Inspections Project 21-01-SB (676)

Date: 2/23/2021

Time: 9:00 a.m.

Opened by: Matthew Oehlert



Witnessed by: Kristie Reitinger



Firm

Price

BG Consultants

\$ 29,227.50

TranSystems

\$ 31,374.00



MIAMI COUNTY, KS

**STATEMENT OF QUALIFICATIONS FOR
2021 & 2022 BRIDGE INSPECTION SERVICES**

**PREPARED FOR / Miami County, Kansas
PREPARED BY / BG, Consultants, Inc.
DATE / February 23, 2021**





BG CONSULTANTS
ENGINEERS • ARCHITECTS • SURVEYORS

Matthew Oehlert
Miami County Road & Bridge Project Manager
201 South Pearl Street, Suite 203
Paola, KS 66071

February 23, 2021

Re: 2021-2022 Bridge Inspection Services
Miami County, KS

Dear Matt,

BG Consultants appreciates this opportunity to provide Miami County with our proposal for Bridge Inspection Services. Our accomplished bridge department stands ready to provide Miami County with these the services you need.

Jason Hoskinson, P.E., PTOE will be your primary BG Consultants contacts for this project. Jason brings solid engineering experience to the project. He is a member of our Board of Directors and will make sure our services and scheduling meet your expectations.

Brady Hedstrom, P.E., leads the bridge department and will be the project manager. Brady brings the experience to this work to create a successful project that will protect the safety of the driving public using the Miami County bridge system.

Dan Byers, P.E. and Johnny Eclavea, P.E. will serve as the Bridge Team Leaders performing the bridge inspections for Miami County. They are both well versed in what the County will need for this task.

When you work with BG Consultants you get effective bridge inspection and great practical experience. You get the data you need with no fluff. We want to put our experienced county bridge team to work for with you. I look forward to discussing our proposal with you.

Sincerely,

Jason Hoskinson, P.E., PTOE
Corporate Secretary

FORM 1

<p>1. Firm (or joint venture) Name & Address BG Consultants, Inc. 1405 Wakarusa Drive Lawrence, KS 66049 785-749-4474</p>	<p>1c. Licensed to do business in the State of Kansas <input checked="" type="checkbox"/> yes <input type="checkbox"/> no</p>
<p>1a. Firm is <input type="checkbox"/> National <input type="checkbox"/> Regional <input checked="" type="checkbox"/> Local</p>	<p>1d. Name, Title & Telephone Number of Principal to Contact Jason Hoskinson, Corporate Secretary 785-749-4474 (o), 785-840-7299 (c), jason.hoskinson@bgcons.com</p>
<p>1b. Year Firm Established 1976</p>	<p>1e. Address of office to perform work, if different from Item 1 N/A</p>
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project. We plan to commit 1 Team Leader to the delivery of services on this project. If necessary for time constraints, weather, or otherwise, we have 2 additional Team Leaders that could provide additional support in delivering the services.</p>	
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A</p>	
<p>3a. Has this joint venture previously worked together? <input type="checkbox"/> yes <input type="checkbox"/> no</p>	

FORM 2

4. If respondent is not a joint venture, list outside key consultants/associates that shall be used for the County's project.

Name & Address	Specialty	Worked with prime before (Yes or No)
1) BG Consultants, Inc. will self perform the requested services. No sub-consultants will be required for the proposed services.		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

FORM 3

5. Brief resume of key persons, specialists and individual consultants that shall be assigned to the County's project.	
a. Name and Title: Jason Hoskinson, PE, PTOE (Corporate Secretary)	a. Name and Title: Dan Byers, PE
b. Project Assignment: Principal in Charge	b. Project Assignment: Routine Bridge Inspection Team Leader
c. Name of firm with which associated: BG Consultants, Inc.	c. Name of firm with which associated: BG Consultants, Inc.
d. Years experience: With this firm <u>19</u> With other firms <u>2</u> (KDOT)	d. Years experience: With this firm <u>35</u> With other firms
e. Education: Degree(s)/Year/School/Specialization See the enclosed resume.	e. Education: Degree(s)/Year/School/Specialization See the enclosed resume.
f. Active Registration: Year First Registered/Discipline See the enclosed resume.	f. Active Registration: Year First Registered/Discipline See the enclosed resume.
g. Other Experience and Qualifications relevant to the proposed project: See the enclosed resume.	g. Other Experience and Qualifications relevant to the proposed project: See the enclosed resume.

FORM 3

5. Brief resume of key persons, specialists and individual consultants that shall be assigned to the County's project.	
a. Name and Title: Brady Hedstrom, PE	a. Name and Title: Johnny Eclavea, PE
b. Project Assignment: Routine Inspection Team Leader	b. Project Assignment: Routine Inspection Team Leader
c. Name of firm with which associated: BG Consultants, Inc.	c. Name of firm with which associated: BG Consultants, Inc.
d. Years experience: With this firm <u>12</u> With other firms	d. Years experience: With this firm <u>31</u> With other firms
e. Education: Degree(s)/Year/School/Specialization See the enclosed resume.	e. Education: Degree(s)/Year/School/Specialization See the enclosed resume.
f. Active Registration: Year First Registered/Discipline See the enclosed resume.	f. Active Registration: Year First Registered/Discipline See the enclosed resume.
g. Other Experience and Qualifications relevant to the proposed project: See the enclosed resume.	g. Other Experience and Qualifications relevant to the proposed project: See the enclosed resume.

FORM 4

Work by firm or joint venture members which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects.

See the Enclosed listing of recent Bridge Inspection Services and a list of client references.

6a. Project Name & Location

Phone & Address

6b. Completion Date (Actual or Estimated)

6d. Estimated Construction Cost (In Thousands)

6e. Project Owner's Contact Person, Title, & Telephone Number

Entire Project

Work for Which Firm Was/Is Responsible

Email _____

\$

%

6f. Scope of Entire Project (Please give quantitative indications wherever possible)

6g. Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)

6h. Firm's Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the County's Project

FORM 5

7. Use this space to provide for **Bridge Inspection Services Only**

2021-2022 Bridge Inspection Cost Estimate

Bridge Inspection	Quantity	Total
2021 Regular Inspection	237	\$107.50
2022 Regular Inspection	3	\$750.00
2021 and 2022 Inventory Inspection (Unit Cost)	1	\$1,500.00
Total Cost		\$ 29,227.50

8. The foregoing is a statement of facts.

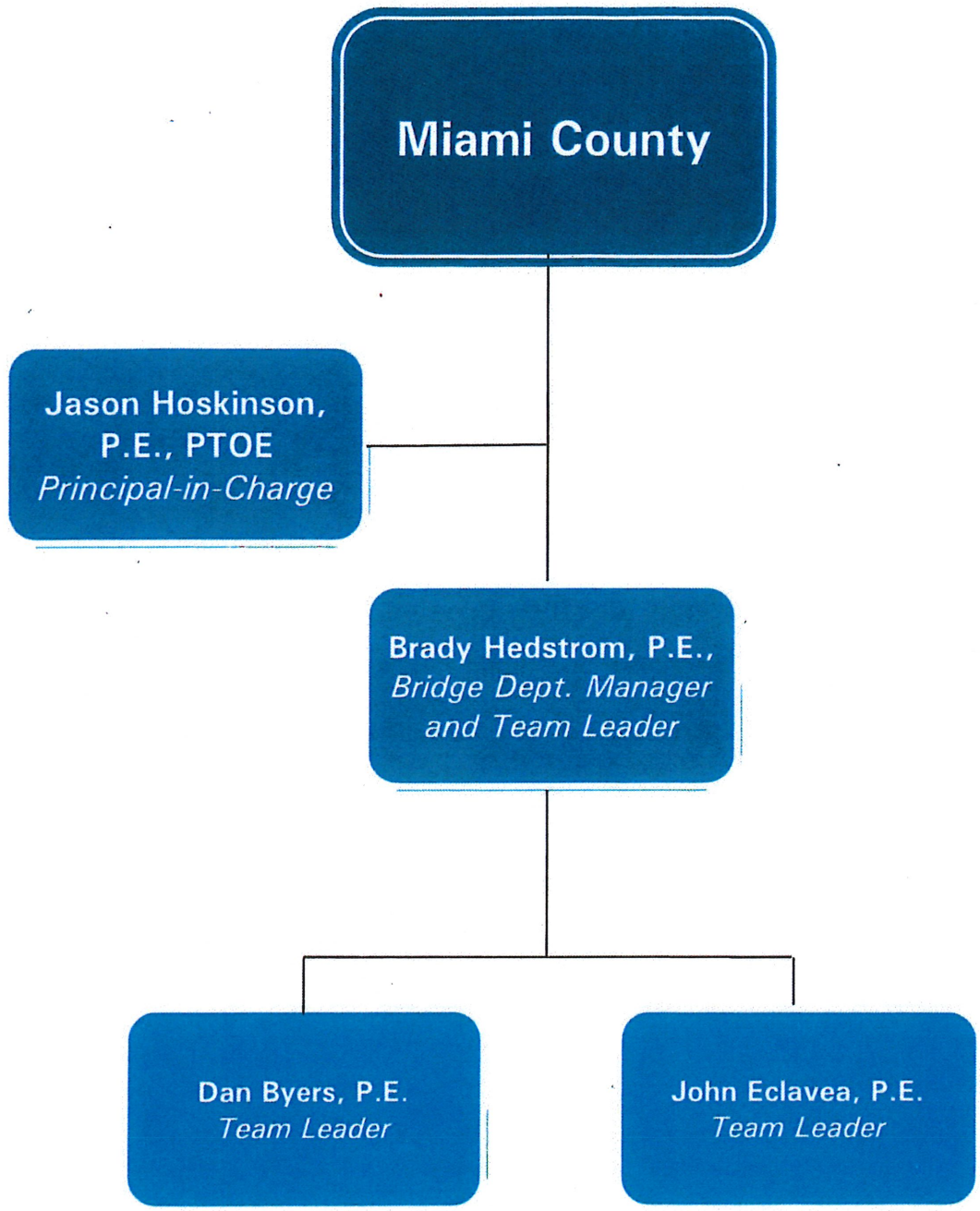
Signature

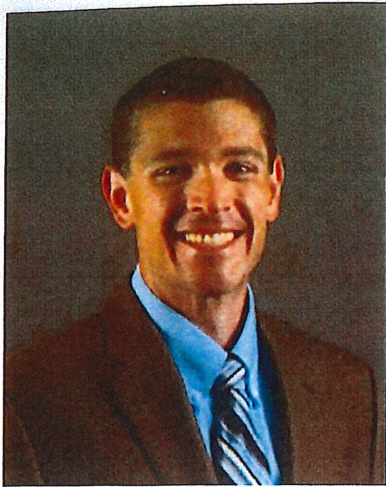
Telephone Number: 785-840-7299 (c)

Typed Name and Title: Jason Hoskinson, Corporate Secretary

Date: February 23, 2021

Organization Chart





JASON HOSKINSON, PE, PTOE

Corporate Secretary/Principal-in-Charge

PROFESSIONAL PROFILE

Mr. Hoskinson leads the Transportation and Traffic Engineering division of BG Consultants. He brings to the table a wealth of engineering knowledge from his experience designing innovative solutions to complicated problems and managing complex projects from conception through construction. Mr. Hoskinson has produced numerous data collection projects for all types of public clients. He has led various engineering teams through many public projects.

Mr. Hoskinson possesses the leadership skills and the technical knowledge that continually result in successful project delivery.

TECHNICAL EXPERTISE

Transportation Engineering
Traffic Engineering
Pavement Design
Water Resources
Dam Design and Inspection
Municipal Water Systems

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 19
With Other Firms: 2

EDUCATION

B.S./2002/Civil Engineering
University of Kansas

REGISTRATION

Professional Engineer: KS

Professional Traffic Operations
Engineer

PROFESSIONAL AFFILIATIONS

Kansas Society of Professional
Engineers

Institute of Transportation
Engineers

Kansas Association of Uniform
Traffic Control

Chi Epsilon National Civil
Engineering Honor Society

EXPERIENCE

Bridge No. 40 Marion County/Dickinson County, KS

Project Manager – Managed the grant application, survey, design and construction administration of a Bridge replacement project on the Marion County/Dickinson County Line. The project included removal of a 3-ton load posted truss Bridge (fracture critical) and replacement with a 30'-40'-30' reinforced concrete, haunch slab Bridge on a skew.

Douglas County Route 1055 Improvements, Douglas County, KS

Road Design Manager – Managed the survey and design for the replacement of an existing box Bridge located on County Route 1055 north of Baldwin City. Provided design services such as geometric design, grading design, stormwater design, utility coordination, and stream restoration improvements. This project resulted in a single span, pre-stressed concrete girder Bridge that reduces stream velocities by providing a larger waterway under County Route 1055.

Douglas County Route 1029, Douglas County, KS

Design Engineer – Designed the reconstruction of two miles of Douglas County Route 1029 from Douglas County Route 438 north to Lecompton. Provided design services such as geometric design, grading design, Bridge replacement and extension, stormwater design, utility coordination, pavement design, and construction traffic control planning. This project produced a modern cross section for Douglas County Road, the primary link between the Lecompton-Lawrence-Douglas County communities and the Perry-Lake Perry-southern Jefferson County communities.

Old US-40 Ellis to Yocemento HRRR Improvements, Ellis County, KS

Project Manager – Based on the Road Safety Audit Jason developed for that part of the Old US 40 in Ellis County between Ellis and Yocemento, construction plans were prepared for systemic safety improvements throughout the corridor, including Bridge extensions, road shouldering, signing/markings, and guard fence installations.





BRADY HEDSTROM, P.E.

Routine Inspection Team Leader

PROFESSIONAL PROFILE

Brady Hedstrom is a design engineer in BG's bridge department. He has participated in all aspects of bridge replacement and rehabilitation projects, including hydraulic modeling and analysis, road alignment, site grading, and structural design. He has experience coordinating with utility companies on relocations and with government agencies to secure required permits.

Brady also serves clients as an in-service bridge inspector, prequalified by KDOT to work throughout the state of Kansas as a Routine Bridge Inspection Team Leader.

TECHNICAL EXPERTISE

Bridge Structural Design
Concrete Design
Steel Design
In-Service Bridge Inspection
Structural Analysis/Load
Rating
Hydraulic Analysis and
Modeling

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 12

EDUCATION

B.S./2009/Civil Engineering
Kansas State University

REGISTRATIONS

Professional Engineer: KS

EXPERIENCE

2012 Biennial Bridge Inspection, Norton County, KS

Bridge Inspection Team Leader – Conducted inspections of 189 structures. Updated all owner and KDOT records and provided current photographs of each structure. Corrected all errors and deficiencies identified. Prepared for the owner a report of the inspection findings, as well as maintenance and repair recommendations for each structure.

2012 Biennial Bridge Inspection, Brown County, KS

Bridge Inspection Team Leader – Conducted routine inspections of 220 structures. Participated in four fracture critical inspections via rope access. Updated all owner and KDOT records to include current photographs of all structures. Corrected all errors and deficiencies identified. Prepared for the owner a report of the inspection findings, as well as maintenance and repair recommendations for each structure. Individual reports for each fracture critical inspection were also provided.

2011/2012, 2017/2018 Biennial Bridge Inspections, Miami County

Bridge Inspection Team Leader – Participated in conducting the inspection of 237 structures. Coordinated inspection efforts and worked cooperatively with owner's personnel assisting in inspection. Aided in updating of owner and KDOT records and in identifying and correcting errors and deficiencies.

Local Bridge Evaluation Program Scour Inspections, KDOT District 2

Bridge Inspection Team Leader – Participated in the special scour inspections of around 600 structures in five counties.

Evaluation of Load Capacity of Mill Street Bridge over Marias des Cygnes River, Miami County, KS

Design Engineer – The Mill Street Bridge had been closed due to corrosion and section loss in critical truss members, but the substructure elements remained in good condition, and were analyzed to determine design loading and capacities. Investigated options for replacement of the superstructure while remaining within the capacities of the existing substructure elements. Prepared report to effectively communicate findings and recommendations to owner.





TECHNICAL EXPERTISE

In Service Bridge Inspection
Concrete Design
LRFD Steel Design
Masonry Design

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 31

EDUCATION

B.S./1996/Architectural
Engineering
Kansas State University

REGISTRATIONS

Professional Engineer: KS



TECHNICAL EXPERTISE

Structural Design
Bridge Design
In Service Bridge Inspection

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 35

EDUCATION

B.S./Civil Engineering
Kansas State University

REGISTRATIONS

Professional Engineer: KS

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers

JOHN ECLAVEA, P.E.

Routine and Fracture Critical Inspection Team Leader

PROFESSIONAL PROFILE

John Eclavea is a valued member of BG's Structural Department, and Bridge Inspection Department. He will be the Routine and Fracture Critical Inspection Team Leader.

EXPERIENCE

John has performed Routine Bridge Inspections for Cloud County, Marshall County, Riley County, City of Tonganoxie, City of Lyndon, Doniphan County, Brown County, Nehama County, Norton County, and Miami County. He also performed the scour critical inspection for the recent statewide bridge inspection work for the Kansas Department of Transportation.

DANIEL BYERS, P.E.

Bridge Inspection Engineer

PROFESSIONAL PROFILE

Since joining BG Consultants, Inc. in 1986, Mr. Byers has been actively involved in structural analysis and design, hydraulic analysis, bridge and highway design, and construction administration. Mr. Byers has served as project manager on several design and construction administration projects.

EXPERIENCE

Dan has been involved with Routine County Bridge Inspections since 1989. He has inspected bridges for Morris County, Hodgeman County, Brown County, City of Hutchinson, Pawnee County and the Kansas Department of Transportation.



PROJECT APPROACH



Bridge Inspection

BG Consultants will provide the services listed in the Kansas Department of Transportation document "Scope of Services for Inclusion in Local Routine Bridge Contracts" and "Scope of Services for Inclusions in Local Fracture Critical Bridge Inspection Contracts." All work will be reported on the approved Kansas Department of Transportation form.

Jason Hoskinson, P.E., will provide the liaison between BG Consultants, Inc. and the Miami County government. Jason has been serving Kansas counties and municipalities with a wide range of transportation projects for 19 years. He previously worked for the Kansas Department of Transportation where he was exposed to the workings of the agencies and the oversight tasks associated with the KDOT. He understands the needs of all the different environments in which various engineering needs arise.

Brady Hedstrom, P.E. will be the Bridge Department Manager, managing our staffing of your project and reviewing work as necessary. Brady has successfully performed numerous cycles of county bridge inspections throughout Kansas, including Miami County.

Dan Byers, P.E. will be the Routine Bridge Inspection Team Leader. Dan is Kansas Department of Transportation prequalified for both routine and fracture critical inspections and is the Professional Engineer with the HNI credentials that will conduct/supervise the work and provide load calculations, critical finding reviews and scour assessments. The other BG Consultants team members assisting with the project are each Kansas Department of Transportation prequalified for the particular service they will be providing. The Miami County Engineering Technician can choose to be a part of the bridge inspection team and can be present during all inspection work.

Johnny Eclavea, P.E. will also be made available if staffing levels require. He is a certified bridge inspection team leader and will be available to assist Dan and Brady with the efforts of these inspections if needed.

The first step in the inspection process is to meet with the Miami County Staff and review the 237 bridge files with the Staff. The Staff has a wealth of institutional knowledge regarding the Miami County bridges and the project will be well served by taking the time to tap into this knowledge. We also review the most recent Miami County traffic count data.

Next each of the biennial and annual bridges will be inspected in the field. The inspection data will be recorded on the Kansas Department of Transportation Bureau of Local Projects Bridge Inspection Form or the BIF as it is called. All MBI data will be verified during each inspection and updated or corrected as needed.

The field work will confirm each piece of field verifiable National Bridge Inspection (NBI) data. Current traffic volumes will be verified with the Miami County Staff.

The current load ratings will be reviewed and adjusted if the new inspection data suggests an adjustment is needed.

At least six digital images will be recorded of each bridge in the field. Images will be looking down the bridge from both approaches and the upstream and downstream elevation views. Additional images will be taken if there are new changes in condition for the better or for the worse. Those bridges with inspection items of interest that are clearly not routine in their nature will also be photographed. Copies of the images will go into each bridge file. At the end of the process the entire electronic file of digital images of all bridges will be provided to Miami County.

The assembled Inspection Data will be entered into the Bureau of Local Projects Bridge Inspection Web Portal within 90 days of the completion of the bridge inspection.

Five copies of the Project Report summarizing the bridge inspection results and providing bridge maintenance recommendations will be provided to Miami County. This information will also be provided electronically to Miami County on a portable document format file. Critical Findings forms will be submitted to the Bureau of Local Projects within seven days of the date of the inspection. Additionally hard copies of photographs, SI&A sheets, inventory inspection forms, reports, load calculations and scour reports needed to update the county bridge files will be submitted.

BRIDGE INSPECTION EXPERIENCE

Miami County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Miami County in 2011/2012 and 2017/2018.

Atchison County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Atchison County in the 1990's and 2000's.

City of Atchison, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the City of Atchison since 2002.

Brown County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Brown County since 1996.

Coffey County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services for Coffey County 2016.

Dickinson County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Dickinson County since 1992.

Ellis County, Kansas

BG Consultants began providing the annual and biennial bridge inspection services and on-call county bridge engineering for Ellis County in 2015.

Geary County, Kansas

BG Consultants has recently provided the annual and biennial bridge inspection services and on-call county bridge engineering for Geary County.

Graham County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Graham County since 2000.

Hodgeman County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Hodgeman County since 1998.

City of Hutchinson, Kansas

BG Consultants provided bridge inspection services in 1996 to the City of Hutchinson.

Kansas Department of Transportation

Phase 1 of this recently completed project required BG Consultants to inspect approximately 835 structures with the goal being the performing scour inspections and identifying fractural critical bridges.

Jackson County, Kansas

BG Consultants updated the biennial bridge inspections for Jackson County in 2004.

Lyon County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Lyon County since 1999.

Morris County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Morris County since 1999.

Nemaha County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Nemaha County since 1990.

Norton County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for Norton County since 1990.

City of Onaga, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the City of Onaga since 2008.

Prairie Band, Pottawatomie Nation

BG Consultants has provided the annual and biennial bridge inspections services for the Prairie Band, Pottawatomie Nation in 2011.

Reno County, Kansas

BG Consultants provided bridge load ratings for new Reno County bridges.

Riley County, Kansas

Dan Harden, P.E. managed the Riley County bridge and culvert system consisting of 130 bridges and over 200 large culvert structures from 1976 through 2003. He is knowledgeable about the practical realities of maintaining a county bridge system with limited funding. He understands the county bridge system from the county side of the issue.

Rush County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the Rush County in 2002.

Russell County, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the Russell County in 2009.

City of Tonganoxie, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the City of Tonganoxie since 2008.

City of Eureka, Kansas

BG Consultants has provided the annual and biennial bridge inspection services and on-call county bridge engineering for the City of Eureka.

REFERENCES

Brown County, Kansas

Steve Roberts
Board of County Commissioners
brcomm@brcoks.org
785.742.2471

Dickinson County, Kansas

John Gough, P.E.
County Engineer
engineer@abilenecityhall.com
785.263.7067

Ellis County, Kansas

Curt Hoffman
R&B Supervisor
choffman@ellisco.net
785.628.9455

Geary County, Kansas

Curtis Van Nahmen
Public Works Administrator
Dennis.cox@gearycounty.org
785.238.3612

Graham County, Kansas

April Hofstetler
Board of County Commissioners
785.567.6438

Hodgeman County, Kansas

Marsha Ewy
Board of County Commissioners
620.357.6417

Jackson County, Kansas

Janet Zwonitzer
County Commissioner
785.364.6504

Lyon County, Kansas

Warren "Chip" Woods, P.E., RLS
chip@lyoncounty.org
620.340.8220

Morris County, Kansas

Diana Jost
Board of County Commissioners
morris@tctelco.net
620.983.4861

Nemaha County, Kansas

Gary Scoby
Board of County Commissioners
glscoby@gmail.com
785.336.3570

Rush County, Kansas

Lenard Mastroni
County Commissioner
785.222.3260



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and Miami County, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2021 & 2022 Bridge Inspection Services

Miami County, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Jason Hoskinson, P.E., PTOE
Address: 1405 Wakarusa Drive
Lawrence, KS 66049
Phone: 785-749-4474

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Matt Oehlert
 Address: 201 South Pearl Street, Suite 203
 Paola, KS 66071
 Phone: 913-294-4377

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Matt Oehlert
 Address: 201 South Pearl Street, Suite 203
 Paola, KS 66071
 Phone: 913-294-4377

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **twenty-nine thousand two hundred and twenty-seven and 50/100 Dollars (\$29,227.50)** plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in

Exhibit 1 of this Agreement. Payment of the Lump Sum Fee and ~~reimbursables~~ shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT

shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall

secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 20__.

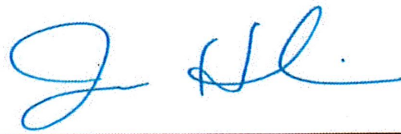
CONSULTANT:

CLIENT:

BG Consultants, Inc.

Miami County, Kansas

By:



By:

Printed Name: Jason Hoskinson

Printed Name: _____

Title: Corporate Secretary

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services in this Exhibit is for countywide Routine and Inventory Bridge Inspections in Miami County, Kansas.

1. CONSULTANT shall provide a competent experienced Bridge Inspection Team Leader that must be on the prequalified inspector's list maintained by KDOT.
2. CONSULTANT shall provide a competent experienced Professional Engineer who has passed the National Highway Institute (NHI) Bridge Inspection Course to conduct / supervise all work and to provide load calculations, critical finding reviews and scour assessments.

A. ROUTINE AND INVENTORY BRIDGE INSPECTION SERVICES

1. The Routine and Inventory Bridge Inspections shall be conducted in accordance with federal regulations and KDOT regulations in Appendix A, Exhibit 3 – Special Provisions.
2. The standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical findings shall be recorded on the standard KDOT Bureau of Local Projects Bridge Inspection Critical Findings form.
3. All NBI Data Items shall be verified during the inspection and updated or corrected. This may require coordination with CLIENT on AADT and similar items not observable.
4. The work performed under this contract is subject to review by CLIENT as well as KDOT. If errors or discrepancies are found the CONSULTANT shall be required to make corrections at no additional cost. KDOT will perform QC/QA evaluations of bridge inspections including field reviews, review of ratings, bridge inspection files and data entry. Substandard work is grounds for removal of the inspector from the KDOT prequalified list.
5. CLIENT has two hundred thirty-seven (237) bridges to be inspected for biannual inspection (Routine Inspection) for the calendar year 2021. Annual bridge inspections (Routine Inspections) shall be conducted for calendar year 2021 on all bridges requiring 12-month (annual) inspection frequency. CLIENT has three (3) bridges to be inspected for annual inspection (Routine Inspection) for the calendar year 2022.
6. Bridges not currently in the inventory, bridges that have been replaced or bridges that have had major rehabilitation work require an Inventory Inspection. CONSULTANT will perform inventory inspections using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual as well as load rating calculations and scour analysis reports. CONSULTANT will review scour assessment information in the bridge folder and report if the information is inadequate or needs updating.
7. CONSULTANT will review load rating information in the bridge folder and adjust, as warranted, to reflect conditions evident at the time of inspection.
8. CONSULTANT will take a minimum of six (6) photographs for each structure including, roadway views along the bridge looking both directions and both elevation views of the structure. Photographs are to be provided to CLIENT in digital format.
9. CONSULTANT will review photographs in the bridge file, add any required photos that are not in the bridge folder, and provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions or repairs needed.
10. CONSULTANT will enter the Inspection Data in the KDOT BLP Bridge Inspection Web Portal no later than 90 days following the bridge inspection. All NBI Data Items in the existing database are to be checked while performing data entry and errors in the data shall be corrected.
11. During the inspection CONSULTANT will report Critical Findings to the CLIENT.

12. CONSULTANT will provide a bridge maintenance report sorted by CLIENT's local bridge number.
13. Deliverables: CONSULTANT will provide 5 copies of the report summarizing bridge inspection results and the maintenance recommendation report as well as a digital copy of the report submitted in PDF format. If applicable, the Critical Findings forms must be submitted to KDOT BLP within one (1) week of the inspection. Provide digital copies of all photos, SI&A sheets, inventory inspection forms, narrative reports, updated load calculations, and scour reports to update CLIENT's digital bridge copies.
14. All work shall be performed and data entered into the KDOT portal within 90 days of the required inspection date. Required reports and assembly of updates to the bridge folder shall be completed within 90 days of the completion of the field inspection.
15. CLIENT's Project Manager shall be part of the inspection team and may be present on inspections.

B. FRACTURE CRITICAL BRIDGE INSPECTION SERVICES

Inspection of bridges classified as "Fracture Critical Bridges" are specifically excluded from this Scope of Services. CONSULTANT can provide Fracture Critical Bridge Inspection(s) upon the CLIENT's request as additional services or by separate Agreement.

END OF EXHIBIT 1

EXHIBIT 2
COST AND SCHEDULE

A. FEE

1. CONSULTANT will provide services for Routine Bridge Inspections in Exhibit 1, Item A for a fee of \$107.50 per routine bridge inspection in 2021 and \$750.00 per routine bridge inspection in 2022 which equates to a total fee of **twenty-seven thousand seven hundred twenty-seven and 50/100 Dollars (\$27,727.50)**. The total fee is based on 237 routine bridge inspections in 2021 and 3 routine bridge inspections in 2022.
2. CONSULTANT will provide services for Inventory Bridge Inspections in Exhibit 1, Item A for a fee of **one thousand five hundred and NO/100 Dollars (\$1,500.00)** per bridge.

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. CONSULTANT and CLIENT anticipate CY 2021 routine inspection services to be provided between May 14, 2021 and August 14, 2021.

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

APPENDIX A – STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges and the criteria utilized in the subsequent structural analyses and weight limit ratings, where performed, were derived from the following reference sources:

1. American Association of State Highway and Transportation Officials (AASHTO) “Manual for Condition Evaluation of Bridges”, 1994, Second Edition as revised by 1995, 1996, 1998, 2000, and 2001 Interim Revisions.
2. KDOT BLP Bridge Inspection Manual.
3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation’s Bridges, December 1995.
4. KDOT Design Manual, Volume III, Bridge Section, Bridge Load Rating, January 2005.
5. KDOT “Supplemental Coding Guide for Bridge Inspection and Rating”, 1993.
6. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986.
7. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986.
8. FHWA Bridge Inspector’s Training Manual/90, March 1995.
9. Kansas Department of Transportation, Bureau of Local Projects “Scour Evaluation Manual for Local Public Authorities”, August 1996.

END “APPENDIX A”

“Section 2.2.4. Insurance” shall be amended as follows:

CONSULTANT shall provide certificates of insurance for Professional Liability (\$1,000,000.00); General Liability (\$1,000,000.00); Automobile Liability (\$1,000,000.00); and Workers Compensation (Statutory) to the County prior to commencement of services.

END OF EXHIBIT 3