

BOARD OF COUNTY COMMISSIONERS AGENDA MIAMI COUNTY, KANSAS

Wednesday, April 14, 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 April 7, 2021.
2. Approval of payment vouchers and payroll.
3. Orders of Corrections of Irregularities.

PRESENTATIONS AND AWARDS

Proclamation – Proclaim April as Lakemary Appreciation Month

ACTION AGENDA

1. FIRE BOARD PURCHASE – Consider authorizing the purchase of SCBA airpack replacement for Louisburg Station for a sum of \$116,906.58. "Sitting as the Governing Body of Fire Board"
2. PROJECT MEMORANDUM OF AGREEMENT MODIFICATION – Consider authorizing Commission Chair to execute the Project Memorandum of Agreement Modification #001 and the Funds Transfer Agreement Modification #002 dated March 16, 2021.
3. NOTICE OF AWARD AND AGREEMENT – Consider authorizing Commission Chair to execute the Notice of Award and Agreement with Bryan-Ohlmeier Construction Co., Inc. for the Lone Star Culvert #841 deck replacement in the amount of \$69,577.90.
4. AGREEMENT – Consider authorizing Commission Chair to execute the Agreement with Schwab-Eaton for the culvert replacement design phased project in the amount of \$132,112.00 for project 21-03-SB (678).

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

Wednesday, April 14, 2021 | 1:00 p.m.

5. VIEWING NEW FIRE APPARATUS – New engine for Fontana Station and new tanker for Osawatomie station will be at administration building for viewing. "Sitting as the Governing Body of Fire Board"

APPLICATIONS

REPORTS FROM STAFF, COMMITTEES, OFFICERS

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

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.

Tax Year: 2020

TAX ROLL CORRECTION - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
ajones 4/6/2021 3:19:54PM

TaxPayer DILL00036
DILLON, JONATHAN E
CHRISTINA M DILLON
25979 KENWOOD RD
PAOLA, KS 66071-9465

System Control # 2021000211
User Control # 2020-00335
Cama # 094-17-0-00-00-006-00-0-
Tax Unit 91 TEN MILE LIB 1
Property Location 25979 KENWOOD RD - Paola, KS 66071

Tax Year 2020
Doc # 20384

APPRaiser SECTION (Value) Apr 6 2021 3:19PM Ann Jones Order to Print

Appraised Prior To Correction:

Value / Penalty %
8,803 / 50.00

Non-Watercraft Assessed Prior To Correction:

Value / Penalty / Total
2,641 / 1,320 / 3,961

Watercraft Only Assessed Prior To Correction:

0 / 0 / 0

Exempt Value: 0

Appraised After Correction:

Value / Penalty %
0 / 0.00

Non-Watercraft Assessed After Correction:

Value / Penalty / Total
0 / 0 / 0

Watercraft Only Assessed After To Correction:

0 / 0 / 0

Exempt Value: 0

Net Change
-8,803 ✓

-3,961 ✓

0

0

Comment: 2020 ATV TEXTRON TRACKER OFFROAD 800SX On rendition DILL00033 for 2020; removed from DILL00036

CLERK SECTION (Tax)

Tax Prior To Correction:

Levy 104.048000 Gen Tax 412.14 ✓
SB41 \$ 0.00

Exempt Tax Dollars 412.14 ✓

Tax After Correction:

Levy Gen Tax 0.00
SB41 \$ 0.00

Exempt Tax Dollars 0.00

Net Change

-412.14 ✓

0.00

-412.14 ✓

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -3,961 ✓
Mill Levy 104.048000 ✓

Net Change in Levied Tax Dollars -412.14 ✓

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -412.14 ✓

Refund Amount 0.00

Type of Correction Abate
Correction Code CL
Tax Statement # 45688

Comments 2020 ATV TEXTRON TRACKER OFFROAD 800SX On rendition DILL00033 for 2020; removed from DILL00036

Comment:

By order of the Board of County Commissioners of MIAMI COUNTY, Kansas. _____ (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year: 2020

PROPERTY WORKSHEETS
PPRL005

Date - Time:
1/15/2020 - 8:46:01 am

Name ID: DILL00036

Name: DILLON, JONATHAN E



Doc. #: 20384

Taxpayer ID: DILL00036 Tax Year: 2020
Tax Unit: 91 TEN MILE LIB 1
Class: R Residential
Property Location: 25979 KENWOOD RD - Paola, KS 66071
Email: _____

MIAMI COUNTY - APPRAISER
MIAMI COUNTY APPRAISER
201 S PEARL SUITE 100
PAOLA, KS 66071
913-294-3098 Phone

For Office Use Only:

Received: _____

Valued: _____ ✓

Computer: _____

DILLON, JONATHAN E
CHRISTINA M DILLON
25979 KENWOOD RD
PAOLA, KS 66071-9465

Notice: Pursuant to K.S.A. 79-306, and amendments thereto, this statement must be signed by the personal property owner, or the person who is required by K.S.A. 79-303, and amendments thereto, to list personal property on behalf of the owner. In addition, if this statement is prepared by tax preparer, it must also be signed by the preparer, certifying that the statement is true and correct. The penalty for late filing is 5% per month up to a max of 25%, penalty for failure to file is 50% (K.S.A. 79-301, 79-303, 79-306, 79-1422).
CHECK ONE AND SIGN BELOW. Filing deadline is March 16, 2020.

() YES: I DO HEREBY CERTIFY THAT THE ATTACHED SCHEDULES CONTAIN A TRUE AND CORRECT LIST OF ALL PERSONAL PROPERTY IN THIS COUNTY OWNED OR HELD BY ME AS OF THE FIRST DAY OF JANUARY, OR AS CORRECTED BELOW.

() NO: I DO HEREBY CERTIFY THAT I DID NOT OWN OR CONTROL ANY PROPERTY IN THIS COUNTY SUBJECT TO PERSONAL PROPERTY TAXATION ON THE FIRST DAY OF JANUARY.

By: Owner's Signature Date Printed Name Phone Number

By: Preparer's Signature Date Printed Name Relation to Owner Phone Number

----- DETAIL ITEMS -----

--Other Equipments - Off Road Vehicles--

Item #	Year	Description	VIN #	Purch. Price	Purch. Date	Sold Date
1	2020	ATV TEXTRON TRACKER 800SXEPS	4UF50MPV4LT371110	14186	12/17/2019	_____

8803 B5
Ø

Abate 2020-00335

- ATV was placed on DILL00033 - Jonathan was added to rend.

PROCLAMATION

Lakemary Appreciation Month

April 2021

NOW WHEREAS, experience teaches us that government alone cannot solve all our nation's social problems, so we have focused on partnerships with businesses, faith-based organizations, non-profit organizations and individuals to make a difference; and

WHEREAS, Miami County, Kansas, believes that a tangible and sustained effort must be made to meet the diverse needs and challenges our residents may be facing because of emergencies or economic crisis; and

WHEREAS, Miami County Kansas, is committed to encouraging volunteerism among its employees, partners, businesses, organizations, and citizens; and

WHEREAS, Miami County Kansas, recognizes that volunteering improves our quality of life and increases community participation and ownership; and

WHEREAS, volunteers are vital to our future as a caring and productive community. Lakemary is such a business in our community utilizing their time and talent daily making a difference in the lives of children, adults, and the elderly. Lakemary volunteered COVID-19 supplies and organized mass vaccination sites during the pandemic for our community.

THEREFORE, be it proclaimed by the Board of County Commissioners of Miami County, Kansas, on behalf of its citizens that the Month of April 2021 is

Lakemary Appreciation Month

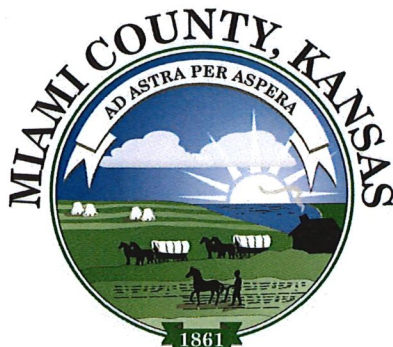
Attested and recorded this 14h day of April, 2021

Rob Roberts, Chairman

Board of County Commissioners of Miami County, Kansas

Janet White

County Clerk, Miami County, Kansas



MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Mark Whelan	REQUESTED MEETING DATE: Wednesday, April 14, 2021
DEPARTMENT: Miami County Fire District #1	REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: mwhelan@micosheriff.org	PROJECT / REFERENCE NUMBER: Louisburg Fire SCBA replacement

AGENDA ITEM / SUBJECT: Airpack replacement for Louisburg station.
ITEM BACKGROUND / DESCRIPTION: LFD currently uses four different models of SCBA's. Age of the devices are anywhere from 10 to over 20 years old. The 1997 SCBA have no PASS device or buddy breathing system. The 2002 are having power supply issues to the PASS device. The new Scott X3 Pro SCBA's would allow interoperability with mutual aid partners. The request is for 16 SCBA units, 32 air bottles and 25 Masks. City of Louisburg will also be purchasing 12 SCBA with spare bottles and additional masks if the BOCC approve the purchase for Fire District #1 units. This purchase will make SCBA's improve interoperability with adjoining agencies.
REQUESTED ACTION / STAFF RECOMMENDATION: Recommend approval of the purchase. Replacement was in this years budget for \$105,000. Total cost for is \$116,906.58. Because this purchase is a joint venture with OPFD the price is lower than going alone. Also \$16,000 is being saved because spare air bottles are buy one get one free. Cost over the \$105,000 will be covered will covered from line item413-413-3702.

BUDGET IMPACT: No impact to budget as this is a planned purchase		
BUDGET AUTHORITY: \$116,906.58	REMAINING BUDGET ALLOCATION: \$	
FUND / LINE ITEM: 417-3701-803	FUNDS BUDGETED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Mark Whelan

April 8, 2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

SIGNATURE: *Steve Spina*

DATE: 4/8/2021

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE: *Steve Knell*

DATE: 4-8-21

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 Fire District No. 1 Louisburg Station

To: Miami County Fire District No. 1 Governing Body
From: Louisburg Fire Station
Date: April 7, 2021
Re: SCBA Replacement

Background: The fire department currently has four different styles of SCBAs (Self Contained Breathing Apparatus), this has created a safety problem for the firefighters using them. The SCBAs range from 10 years old to over 20 years old.

Problems with current SCBAs: SCBAs are required to meet standards set by NFPA (National Fire Protection Agency). Over half of our SCBAs were currently built to the 1997 NFPA standard, or the 2002 NFPA Standard. The SCBAs meeting 1997 standard do not have several things; PASS device, Buddy Breather. The SCBAs meeting 2002 standard have issues with depleting the power supply for the PASS device. As well as having issues with the SCBA packs, the air bottles for the SCBAs are either past the age of optimum replacement or nearing that point. Currently the SCBAs do not interoperability with the departments we run auto aid or mutual aid with.

Goal: It is the fire department's goal to replace all of the current SCBAs with New SCOTT X3 Pro SCBAS. Upgrading the SCBAs would not only help with safety but it would also make the SCBAs interoperable with the surrounding departments. These SCBAs would also match the SCBAs purchased for the Paola Station in 2019.

Financial: The total replacement cost to upgrade all county owned SCBAs to the SCOTT X3 Pro SCBA would be \$116,906.58. The money used to purchase this was a budgeted item for the year 2021.



3M™ Scott™ Air-Pak™ X3 Pro Self-Contained Breathing Apparatus (SCBA)

Self-Contained Breathing Apparatus Requirements

- The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, positive pressure, mask-mounted regulator with air-saver switch; (3) an automatic dual path redundant pressure-reducing regulator; (4) end-of-service time indicators; (5) a harness and backframe assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); (8) a personal alert safety system (PASS); and (9) cylinder and valve assembly for storing breathing air under pressure.

Regulatory Approvals

- The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).
- The SCBA shall be compliant to the NFPA 1981, 2018 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- The SCBA shall be compliant to the NFPA 1982, 2018 Edition (if including optional PASS Device), Standard on Personal Alert Safety Systems.
- If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2017 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- All components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.
- The SCBA shall maintain all NIOSH standards with any of the types of cylinders listed as provided by the SCBA manufacturer.

REQUIRED COMPONENTS

Facepiece Assembly (Model: Vision C5)

- The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications, while also allowing for rehydration (oral) without having to remove the facepiece.
- The facepiece shall enable connection of the mask-mounted regulator by way of a quarter (1/4) turn rotation in a single direction.
- The facepiece shall interface with the mask-mounted regulator, without the use of tools, with an audible click to assure the user that the regulator is properly seated.
- The facepiece assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.
- The facepiece sizes shall be color-coded for ease of identification.
- The facepiece nose cup assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.
- The facepiece assembly, including head harness, shall not be made with natural rubber latex.
- The facepiece shall include a face seal that is secured to the lens by a U-shaped bezel using no more than two fasteners.
- The face seal shall be a single-reflex design for enhanced comfort and easier donning.
- The facepiece shall contain inhalation valves that are contrasting in color and readily visible to enable quick visual inspection.
- Multi-directional voicemitters shall be recessed on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission around the user.
- The facepiece shall meet the requirements of the NFPA 1981, 2018 Edition standard for nonelectronic communications.
- The face seal shall provide a landing area with ridges to help improve the interface with protective hoods.
- The facepiece shall incorporate attachment points for an optional accessory neck strap.
- The facepiece assembly shall be modular in design to enable ease of upgrading and serviceability.
- The facepiece shall incorporate a RFID tag for asset and maintenance tracking.
- The facepiece shall be capable of submersion for cleaning and disinfecting.

Facepiece Lens

- The lens is a component of the facepiece assembly and shall be a single, replaceable, modified-cone configuration, constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material.
- The lens shall be coated to resist abrasion and meet the requirements of NFPA 1981, 2018 Edition standard for lens abrasion.
- The lens shall have an internal anti-fog coating to reduce fogging of the lens.
- The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.
- In accordance with NIOSH 42 CFR part 84, the facepiece shall meet the penetration and impact requirements, including compliance with ANSI Z87.1 – 2015.

Head Harness

- The head harness is a component of the facepiece assembly and shall have five points of suspension connection, four of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.
- The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.
- The head harness shall include an integrated handle to assist with donning of the facepiece.
- Two elastomeric straps, attached to the face seal in four locations, shall provide adjustment for proper seal to the face.
- The head harness shall be available in three sizes to accommodate persons of varying facial shapes and sizes.
- The head harness shall be designed for easy removal from the facepiece to assist with cleaning and serviceability.

Facepiece Assembly (Model: AV-3000 HT)

- The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications, while also allowing for rehydration (oral) without having to remove the facepiece.
- The facepiece shall enable connection of the mask-mounted regulator by way of a quarter (1/4) turn rotation in a single direction.
- The facepiece shall interface with the mask-mounted regulator, without the use of tools, with an audible click to assure the user that the regulator is properly seated.
- The full facepiece assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.
- The facepiece sizes shall be color-coded for ease of identification.
- The facepiece nose cup assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.
- The facepiece assembly, including head harness, shall not be made with natural rubber latex.
- The facepiece shall include a face seal that is secured to the lens by a U-shaped bezel using no more than two fasteners.
- The facepiece shall contain inhalation valves that are contrasting in color and readily visible to enable quick visual inspection.
- Multi-directional voicemitters shall be recessed on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission around the user.
- The facepiece shall meet the requirements of the NFPA 1981, 2018 Edition standard for nonelectronic communications.
- The facepiece assembly shall be modular in design to enable ease of upgrading and serviceability.
- The facepiece shall be capable of submersion for cleaning and disinfecting.
- The facepiece shall be able to incorporate multiple electronic communications options (amplification, radio interface, radio direct interface) without affecting NIOSH approvals and/or NFPA certification, where applicable.
- The facepiece shall enable the installation of communications bracket on either the right or left side.
- The facepiece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece.

Facepiece Lens

- The lens is a component of the facepiece assembly and shall be a single, replaceable, modified-cone configuration, constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material.
- The lens shall be coated to resist abrasion and meet the requirements of NFPA 1981, 2018 Edition standard for lens abrasion.
- The lens shall have an internal anti-fog coating to reduce fogging of the lens.
- The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.
- In accordance with NIOSH 42 CFR part 84, the facepiece shall meet the penetration and impact requirements, including compliance with ANSI Z87.1 – 2015.

Head Harness

- The head harness is a component of the facepiece assembly and shall have five points of suspension connection, four of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.
- The head harness shall be available in an optional, adjustable five-strap configuration.
- The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.
- The head harness shall include either a positioning strap or an integrated handle to assist with donning of the facepiece.
- Two elastomeric straps, attached to the face seal in four locations, shall provide adjustment for proper seal to the face.

Regulator (Model: E-Z Flo C5)

- The mask-mounted regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.
- The mask-mounted regulator shall be available in a continuous hose configuration, with an optional inline quick disconnect coupling.
- The optional quick disconnect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and in limited visibility conditions.
- The optional quick disconnect coupling shall be guarded against inadvertent disconnect during use of the equipment.
- The low-pressure hose shall be equipped with a swivel attachment at the mask-mounted regulator.
- The mask-mounted regulator shall connect to the facepiece by way of a quarter (1/4) turn rotation in a single direction.
- An audible click shall provide notification that the mask-mounted regulator is securely attached to the facepiece.

- The mask-mounted regulator shall be equipped with a gasket to provide a seal against the mating surface of the facepiece.
- The mask-mounted regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- The mask-mounted regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- The diaphragm shall include an integrated exhalation valve.
- The mask-mounted regulator shall include a purge valve for use as an emergency bypass.
- The mask-mounted regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- The mask-mounted regulator shall incorporate a Heads-Up Display (HUD) to provide visual alerts to the SCBA user of air status and critical alarm conditions.
- The HUD shall be recessed into the mask-mounted regulator body to help improve downward visibility through the facepiece.
- The HUD shall provide visual alerts to the SCBA wearer for electronic personnel accountability report, evacuation, and system integrity alarm.
- The mask-mounted regulator shall incorporate status lights to assist with remote identification of a user's SCBA air remaining.
- The mask-mounted regulator shall incorporate a latch mechanism to enable removal from the facepiece.
- When fully engaged, the latch mechanism shall act as an auto air-saver switch to stop the air flow.
- An audible click shall provide notification that the latch is fully engaged, and the air-saver switch has been activated to stop the air flow.
- The mask-mounted regulator shall require a quarter (1/4) turn rotation in a single direction for removal from the facepiece.

Regulator (Model: E-Z Flo+)

- The mask-mounted regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.
- The mask-mounted regulator shall be available in a continuous hose configuration, with an optional inline quick disconnect coupling.
- The optional quick disconnect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and in limited visibility conditions.
- The optional quick disconnect coupling shall be guarded against inadvertent disconnect during use of the equipment.
- The low-pressure hose shall be equipped with a swivel attachment at the mask-mounted regulator.
- The mask-mounted regulator shall connect to the facepiece by way of a quarter (1/4) turn rotation.
- An audible click shall provide notification that the mask-mounted regulator is securely attached to the facepiece.
- The mask-mounted regulator shall be equipped with a gasket to provide a seal against the mating surface of the facepiece.
- The mask-mounted regulator shall contain an air-saver switch to prevent airflow when disconnected from the facepiece.
- The mask-mounted regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- The mask-mounted regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- The diaphragm shall include an integrated exhalation valve.
- The mask-mounted regulator shall include a purge valve for use as an emergency bypass.
- The mask-mounted regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- The mask-mounted regulator shall incorporate a Heads-Up Display (HUD) to provide visual alerts to the SCBA user of air status and PASS alarm conditions.
- The mask-mounted regulator shall incorporate a latch mechanism to enable removal from the facepiece.
- The mask-mounted regulator shall require a quarter (1/4) turn rotation for removal from the facepiece.

Pressure Reducer with Snap-Change Cylinder Connection

- The pressure-reducing regulator shall be mounted at the waist on the backframe and be coupled to the cylinder valve through a stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet.
- The cylinder shall be secured to the pressure-reducing regulator with two pull-rings 180° from each other.
- A stainless-steel rod shall secure each of the pull-rings to prevent removal of the cylinder while the SCBA is pressurized.
- The stainless-steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 30 psig.
- In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.
- The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the mask-mounted regulator.
- This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- A press-to-test valve shall be included to allow functional testing of the back-up reducing valve.
- The pressure-reducing regulator shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low-pressure hose and mask-mounted regulator from being subjected to high pressure.

Pressure Reducer with CGA Cylinder Connection

- The pressure-reducing regulator shall be mounted at the waist on the backframe and be coupled to the cylinder valve through a short length of internally-armored, high-pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.
- In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.
- The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted mask-mounted regulator.
- This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
- A press-to-test valve shall be included to allow functional testing of the back-up reducing valve.
- The pressure-reducing regulator shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low-pressure hose and mask-mounted regulator from being subjected to high pressure.

End-of-Service Time Indicator (EOSTI)

- The SCBA shall have two end-of-service time indicators (EOSTI). One shall be both a tactile and audible alarm, and one shall be a Heads-Up Display (HUD).
- The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.
- The primary EOSTI shall be located in the positive pressure mask-mounted regulator.
- This alarm device shall indicate either low cylinder pressure (35% +/- 2%) or a malfunction of the primary pressure-reducing valve (first stage regulator).
- The HUD shall serve as the secondary EOSTI.
- The HUD shall be powered by the SCBA's single power supply.
- It shall be mounted in the user's field of vision on the positive pressure mask-mounted regulator.
- It shall display cylinder pressure in increments of 100%, 75%, 50% and 35%.
- The display shall not have a numerical representation of cylinder pressure.
- At greater than three quarters cylinder pressure, two green Light Emitting Diodes (LED) shall be illuminated.
- At or at less than three quarters cylinder pressure, one green LED shall be illuminated.
- At or at less than one-half cylinder pressure, one "yellow" LED shall be illuminated and flash at a rate not less than one (1x) time per second.
- At 35% cylinder pressure, one "red" LED shall be illuminated and flash at a rate to exceed ten (10x) times per second.
- The HUD shall have a low battery indication that is distinct and distinguishable from the cylinder pressure indications.

Backframe and Harness Assembly

- A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.
- The backframe shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user's back.
- The backframe shall include a shroud to streamline hose and wire management by minimizing exposure of the low-pressure hose and electronics molded cable.
- The backframe shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, 60, or 75-minute cylinders.
- The harness assembly shall include a waist pad and shoulder pads constructed of an outer shell material and incorporating a closed-cell foam design to help minimize water absorption.
- The harness assembly shall incorporate parachute-type, quick-release buckles with an integrated bail to help secure the webbing.
- The harness assembly shall consist of a one-size, black, para-aramid strap with two red stripes along the outer edges and a reflective stripe in the center for enhanced visibility.
- The harness assembly shall include a seat-belt type waist belt attachment.
- The harness assembly shall include box-stitched construction with no screws or bolts.
- The harness assembly shall be removable from the backframe without the use of tools.
- The harness assembly shall be machine washable to help with exposure reduction.
- The harness assembly shall accommodate a waist belt extension.
- The waist pad shall be attached to the backframe such that movement by the wearer provides natural articulation. Articulation shall be accomplished without the use of mechanical devices.
- The waist pad and belt shall freely wrap around and conform to the user's hips.
- The shoulder harness shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency to drag a downed firefighter to safety.
- The DRL shall be sewn into the shoulder harness assembly and shall provide a horizontal pull strength of 1000 lbs.
- The DRL shall be stored in a manner to prevent accidental snag but maintain accessibility with gloved hands.
- The shoulder harness shall be attached to the backframe such that the harness presents itself for ease of donning.
- The shoulder harness shall include reflective material to enhance the visibility of the user in low-light conditions.
- The shoulder harness shall accommodate two distinct positions for a chest strap attachment.

Rapid Intervention Crew / Universal Air Connection (RIC/UAC)

- The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2018 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.
- The RIC/UAC shall be an integral part of the pressure reducer and protected by the backframe.
- The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve.
- The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.
- The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.
- The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

Cylinder and Valve Assembly

- The cylinder valve shall be a "fail open" type, constructed of forged aluminum.
- There shall be no mandatory maintenance required on the cylinder valve.
- If the SCBA is equipped with a Compressed Gas Association (CGA) threaded cylinder connection, the cylinder valve outlet shall be a modification of the CGA standard threaded connection number 346 for breathing air for 2216 psig. and CGA 347 for 4500 and 5500 psig. systems.
- If the SCBA is equipped with a Snap-Change cylinder connection, the cylinder valve shall be designed with a patented stainless steel quick connect snout that delivers air directly to the first stage pressure-reducing regulator. The quick connect snout shall be an integral part of the cylinder valve, rather than an adapter that threads onto the CGA fitting.
- If the SCBA is equipped with a Snap-Change cylinder connection, the cylinder valve shall be offered with a CGA 346 or CGA 347 fitting for the purposes of filling the cylinder only.
- If the SCBA is equipped with a Snap-Change cylinder connection, the fill fitting shall have a check valve to prevent flow from the cylinder.
- If the SCBA is equipped with a Snap-Change cylinder connection, the fill fitting shall be provided with a dust cover, retained the cylinder valve, to protect threads from damage and prevent interior surfaces from being contaminated when not in use.
- Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting "lock open service" or "non-lock open service"; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.
- The cylinder valve shall have an RFID tag molded into the elastomeric bumper with a universal RFID marking embossment.
- The RFID tag shall be capable of storing product specific information, including serial number, manufacture date, hydrostatic test date, pressure rating, life expectancy, and fill logs.
- The SCBA shall maintain all NIOSH and NFPA standards with any of the types of cylinders listed as provided by the SCBA manufacturer.

Cylinder Type - Aluminum

- The cylinder shall be manufactured in accordance with Department of Transportation (DOT) specifications and meet the Transport Canada requirements with a working pressure of 2216 psig.
- The cylinder shall be made of an aluminum alloy.
- The cylinder shall be available in a 30-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).

Cylinder Type – Carbon-Wrapped

- The cylinder shall be manufactured in accordance with Department of Transportation (DOT) specifications and meet the Transport Canada requirements with working pressures of 2216, 4500, or 5500 psig.
- The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.
- The cylinder shall have a 2D barcode located under the protective gel coat programmed with the following information, at a minimum: serial number, manufacture date, and hydrostatic test date.
- The cylinder shall be available in a 30-minute, 45-minute, 60-minute or 75-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).
- The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232.

Personal Alert Safety System (PASS) with Firefighter Locator

- The PASS Device shall be compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.
- Operation of this distress alarm shall be initiated with the opening of the valve of a charged SCBA cylinder.
- The system shall feature a "hands-free" reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.
- The system shall operate from a single power source containing six "AA" batteries.
- The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
- When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.

- When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal able to be received by a separate hand-held receiver.
- The locating system shall be programmable with eight alpha-numeric characters to provide identification information.
- The PASS device shall contain two components: a Console and a Sensor Module.
- When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the HUD display located on the mask-mounted regulator.

Console

- The console shall be located on the user's right shoulder harness.
- The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.
- The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
- The console shall display to the user the following:
 - Pre-Alarm: alternating red flashing LED's;
 - Full Alarm: dual flashing red LED's and a flashing PASS icon;
 - Low Battery: red flashing LED's;
 - Normal System Operation: flashing green LED.
- The console shall contain a photo sensing diode that automatically adjust the brightness of the HUD as the ambient lighting conditions change.
- The console shall contain an integrated RFID tag.
- The console shall contain push buttons for user interface.
- The push buttons shall be designed to minimize accidental activation.
- A yellow color-coded push button shall permit system reset.
- A red color-coded push button shall permit manual activation of the full alarm mode.
- The console shall be equipped with a LED "External HUD" allowing others to determine the user's cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.
- A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.
- A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.
- A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% of the rated cylinder pressure.

Sensor Module

- The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage.
- The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
- The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicator lights.
- The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
- The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:
 - Pre-alarm PASS
 - Full-alarm PASS
 - Low battery
- The visual indicators on the backframe-mounted sensor module shall flash green during normal operation.
- The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
- The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.
- The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% of the rated cylinder pressure.
- The sensor module shall have a Bluetooth chipset integral to the unit to provide wireless connectivity to external devices.

Warranty

- The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.
- The warranty period shall be for as long as the SCBA is owned by the original purchaser.
- This warranty shall not require a registration in order to activate.
- This warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.

OPTIONAL ACCESSORIES

Universal Emergency Breathing Safety System (UEBSS)

- The optional Universal Emergency Breathing Safety System (UEBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2018 Edition.
- The UEBSS shall have one of each of the following requirements; (1) a manifold with one each of a Rectus socket and Rectus plug, both of which have check valves, (2) 40" minimum low-pressure hose, (3) a pouch for storing the hose, and (4) a dust cap for the socket and plug.
- The UEBSS shall be positioned on the wearer's right side and shall be capable of allowing for six feet of hose between like systems.
- The manifold shall be made of aluminum and anodized.
- The socket and plug shall have spacing, no less than 15° off-center.

- The socket shall have a double action to disengage, noted as a “push-in/pull-back”.
- The socket shall have an internal check valve.
- The plug shall have an external check valve.
- The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.
- The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36” of hose.
- The pouch shall be attached to the SCBA by snap fasteners.
- The pouch shall have a pull-strap to assist with opening of the flap and gaining access to the hose and manifold assembly.
- The pouch shall be marked “UEBSS” and be constructed of reflective material.
- The pouch shall be removable from the backframe without the use of tools.
- The UEBSS shall have provision for connection of a supplied airline for extended duration use while reserving the cylinder supply for egress.
- The UEBSS shall connect to a supplied airline using an extended duration airline adapter.
- The extended duration airline adapter shall have a plug on one end to connect to the UEBSS and a socket on the other end to connect to a supplied airline.
- The extended duration airline adapter shall be able to accommodate Hansen, Foster, Hansen HK, or Schrader.
- The extended duration airline adapter shall have a check valve to prevent the accidental loss of air when the adapter is disconnected from the supplied airline.

Personal Alert Safety System (PASS) with Accountability

- The PASS device shall be compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.
- Operation of this distress alarm shall be initiated with the opening of the valve of a charged SCBA cylinder.
- The system shall feature a “hands-free” reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.
- The system shall operate from a single power source containing six “AA” batteries.
- The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
- When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.
- When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal able to be received by a separate hand-held receiver.
- The locating system shall be programmable with eight alpha-numeric characters to provide identification information.
- The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.
- The system shall provide bi-directional communications between incident command and the SCBA wearer.
- The communication shall contain: the user’s name or ID, cylinder pressure, PASS alarms, PASS acknowledgement, evacuation status, evacuation acknowledgement, withdraw status, withdraw acknowledgement, system status, and electronic PAR status.
- The PASS device shall contain two components: a Console and a Sensor Module.
- When the PASS device goes into pre-alarm, the user shall be notified through a distinct flashing light pattern in the HUD display located on the mask-mounted regulator.

Console

- The console shall be located on the user’s right shoulder harness.
- The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.
- The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
- The console shall display to the user the following:
 - Pre-Alarm: alternating red flashing LED’s;
 - Full Alarm: dual flashing red LED’s and a flashing PASS icon;
 - Low Battery: red flashing LED’s;
 - Normal System Operation: flashing green LED.
- The console shall also include icons to indicate:
 - Range status
 - Evacuation
 - Withdraw (self-evacuation)
 - Electronic Personnel Accountability Report (ePAR)
 - When the system is ready to receive the user’s ID through an RFID card
- The console shall contain a photo sensing diode that automatically adjusts the brightness of the HUD as the ambient lighting conditions change.
- The console shall contain an integrated RFID tag.
- The console shall contain push buttons for user interface.
- The push buttons shall be designed to minimize accidental activation.
- A yellow color-coded push button shall permit system reset.

- A red color-coded push button shall permit manual activation of the full alarm mode.
- A gray color-coded push button shall permit the activation of the withdraw mode.
- The console shall be equipped with a LED “External HUD” allowing others to determine the user’s cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.
- A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.
- A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.
- A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% of the rated cylinder pressure.

Sensor Module

- The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage.
- The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
- The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.
- The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
- The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:
 - Pre-alarm PASS
 - Full-alarm PASS
 - Electronic Personnel Accountability Report (ePAR)
 - EVAC
 - System Integrity
 - Low battery
- The visual indicators on the backframe mounted sensor module shall flash green during normal operation.
- The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
- The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.
- The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% of the rated cylinder pressure.
- The sensor module shall have a Bluetooth chipset integral to the unit to provide wireless connectivity to external devices.

Integrated Self-Rescue Belt

- The optional integrated self-rescue belt shall be compliant to the NFPA 1981, 2018 edition and NFPA 1983, 2017 edition standards.
- The waist belt shall be available in one size, and adjustable to fit waist sizes 28” to 50”.
- The waist belt shall be constructed of Kevlar® aramid fibers.
- The waist belt shall have dual adjustment points to allow the belt to remain centered while donning.
- The waist belt shall utilize side thumb-release buckles for ease of doffing.
- The waist belt shall incorporate an optional quick release feature to jettison the SCBA.
- The waist belt shall utilize the patented COBRA buckle system.
- The waist belt shall include a D-ring integrated into the front buckle that can be utilized as an NFPA 1983 rated attachment or positioning point.
- The assembly shall consist of the following components: waist belt, life safety rope, fall descent device and anchor connector.
- The life safety rope shall be Tsafe 7.5mm escape rope utilizing a Technora sheath and nylon core construction.
- The descent device shall be an auto-locking Sterling Rope F4 Descender Escape Device with single brake.
- The system shall have an option for either an aluminum Lightning GT hook or a steel Crosby hook.
- The complete system shall have a minimum tensile strength of at least 13.5 kN (3034 lbf) without failure.

Electronic Voice Communications

- The respirator, when configured with the AV-3000 HT facepiece, shall have an optional facepiece-mounted voice amplification device to electronically project the user’s voice.
Refer to EPIC 3 Voice Amplifier Bid Specifications, H/S 7093
- The respirator, when configured with the AV-3000 HT facepiece, shall have an optional facepiece-mounted radio interface communication system that provides voice amplification and wireless communication with two-way radios.
Refer to EPIC 3 RI Voice Communication System Bid Specifications, H/S 7489
- The respirator, when configured with the AV-3000 HT facepiece, shall have an optional facepiece-mounted radio direct interface communication system that provides voice amplification and wireless communication with two-way radios.
Refer to EPIC 3 RDI Voice Communication System Bid Specifications, H/S 7570

In-Mask Thermal Imager

- The respirator, when configured with the AV-3000 HT facepiece, shall have an optional hands-free, in-mask thermal imager.
- The in-mask thermal imager shall consist of a facepiece-mounted thermal imaging camera and an in-mask display.

Disclaimer: All statements, technical information and recommendations set out in this Sample Bid Specification are based on information believed to be reliable and reflect the 3M Scott product(s) referenced above, but the accuracy or completeness thereof is not guaranteed. Before utilizing this Sample Bid Specification, the user should determine its suitability for use in the user's specific circumstances. The user assumes all risks and liability associated with any part of such use.



3M Scott Fire & Safety

Personal Safety Division
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MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

Print Form

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, April 14, 2021
DEPARTMENT: Road and Bridge	REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: moehlert@miamicountyks.org	PROJECT / REFERENCE NUMBER: 20-04-CO (673)

AGENDA SUBJECT:
Federal Lands Access Program Hillsdale Lake Access-Preliminary Engineering, Right of Way, Construction Contracting and Construction Engineering Modified Agreements

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Modified agreements for The Federal Lands Access Program (FLAP). The modified Project Memorandum of Agreement adds additional types of work including Right of Way, Construction Contracting and Construction Engineering. The modified Funds Transfer Agreement adds the costs and due dates for the additional work.

Minimum local match of 20% of total project cost is required.
Local Match - \$320,000 (\$10,000 previously paid for Scoping 5/5/2020, \$310,000 still owed)
Federal Match - \$1,600,000

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to authorize Commission Chair to execute the Project Memorandum of Agreement Modification # 001 and the Funds Transfer Agreement Modification # 002 dated March 16, 2021.

BUDGET IMPACT:
\$310,000

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

Matthew Oehlert Digitally signed by Matthew Oehlert
Date: 2021.04.08 09:17:07 -05'00'

4/8/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Kell
SIGNATURE:

4-8-21
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

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

Project / Facility Name: KS FLAP MIA 253(1)

Project Route: Hillsdale Lake Access

State: Kansas

County: Miami County

Owner of Federal Lands to which the Project Provides Access: U.S. Army Corps of Engineers,
Kansas City District (Northwestern Division)

Entity with Title or Maintenance Responsibility for Facility: Miami County, KS

Type of Work:

Preliminary Engineering: Scoping, **Environmental compliance, preliminary and final design, all necessary permits**

Right of Way: **Acquire all necessary right of way and easements needed for the project**

Construction/Construction Contracting: **Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)**

Construction Engineering: **Administration of the construction contract**

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Central Federal Lands Highway Division (CFLHD), Miami County, U.S. Army Corps of Engineers

The Program Decision Committee approved this project on

10/11/2018

Date

AGREED:

Rob Roberts, Chair BOCC
Miami County, KS

Date

Judy Salomonson
Chief of Business Operations
FHWA-CFLHD

Date

[enter project number and name]

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Miami County agrees to provide a matching share equal 20% of the total cost of the project, as detailed more fully in Sections J and K below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Miami County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Miami County has coordinated project development with the U.S. Army Corps of Engineers, Kansas City District. The U.S. Army Corps of Engineers, Kansas City District support of the project is documented in the Kansas Federal Lands Access Program Project Application for this project submitted by Miami County to FHWA-Central Federal Lands Highway Division. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the U.S. Army Corps of Engineers, Kansas City District.

E. PROJECT BACKGROUND/SCOPE

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with the U.S. Army Corps of Engineers (USACE) and Miami County (County), are proposing improvements to 253rd Street, or Orleans Road. This roadway accesses the Hillsdale State Park and Hillsdale Reservoir area which is owned by the USACE and maintained by Miami County.

Project Location: Improvements will begin at W 253rd Street at the intersection of Harmony Road and proceeds west and north for approximately 0.75 miles and ends at the paved portion of Orleans Road.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

General Project Description: The project scope includes the widening, rehabilitation and asphalt overlay of 253rd Street and Orleans Road to improve safety and pavement conditions as well as to better public access to the reservoir area. The project includes grading, drainage improvements, placement of roadway aggregate base, hot asphalt overlay, signing, striping, and other safety-related features necessary to meet current design practices.

Work Required: The work required per this agreement will include the development of a scoping summary, scoping report, and preliminary estimate for design, construction, and construction engineering to verify the scope and cost for the proposed project.

The full scope of the proposed project is to include preliminary engineering, construction and construction engineering of 253rd Street/Orleans Road. This agreement is to be modified to include the full scope of work after the initial scoping effort is completed.

Environmental Compliance and Permitting: CFLHD will be the lead agency for environmental compliance and permitting. It is anticipated that this project will result in a Categorical Exclusion. 404/401 permits are anticipated.

Survey: CFLHD will perform on the ground surveys supplemented with data provided by the County.

Highway Design and Safety: The project includes the widening of the existing pavement width to 24' for the length of the project. A safety edge will be provided throughout the project for vehicles leaving the road surface. Roadway signage will be updated per MUTCD requirements.

Pavement Design: A field investigation is required to determine existing pavement thicknesses throughout the project. The County typical section is usually 4" of asphalt over 6" of aggregate base. FHWA typical section is usually 3" of asphalt over 6" of aggregate base.

Geotechnical: No geotechnical investigations or designs are anticipated on the project.

Hydrology/Hydraulics: CFLHD will perform a hydrologic/hydraulic analysis of the existing structures along the route. There are two existing culverts on the project. The culvert on Orleans Road is relatively new. It may need to be extended to accommodate the roadway guardrail widening. The culvert on 253rd Street is anticipated to be replaced. No other culverts are identified in the area.

Right of Way: Existing right-of-way (ROW) widths were estimated from information available on the Miami County, Kansas GIS database. Final right-of-way linework will be developed as part of the final design.

Right-of-way is shown to be approximately 30-ft wide along 253rd Street. The property to the south of 253rd Street appears to be owned by Hillsdale Lake Park/USACE. At this time, it is not anticipated that right-of-way acquisitions will be required due to the minor widening along 253rd Street.

Right-of-way is shown to be approximately 40-ft wide along Orleans Road. The property to the west of Orleans Road appears to be owned by Hillsdale Lake Park/USACE. In addition, there is a 12-ft (approximate) strip of property on the east side of Orleans Road that also appears to be owned by Hillsdale Lake Park/USACE. During the scoping meeting, it was discussed that this eastern strip may be an easement for utilities. The eastern boundary of the narrow strip is assumed to be the federal property

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

line. USACE will provide boundary line and survey notes of the area. At this time, it is not anticipated that right-of-way acquisitions will be required due to the paving and minor widening along Orleans Road.

The edge of road return in the northeast corner of the intersection of W 253rd Street and Orleans Road appears to protrude into the parcel in that location. Ownership of this parcel is unknown. Design of the paved surface will prioritize avoidance of any ROW acquisitions in this area. At this time, it is not anticipated that ROW will be required due to the paving at the 253rd Street and Orleans Road intersection.

Work at the existing culvert crossing under Orleans Rd. may require a TCE or permanent easement. A TCE or permanent easement required for culvert work under Orleans Road is assumed to be on Hillsdale Lake Park/USACE property.

Construction: The contractor is expected to maintain a single lane of traffic at all times through the use of flaggers.

F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$325,000	Includes scoping
ROW Acquisition & Utility Relocation	\$0	
Construction Contract (CN)	\$910,000	
Construction Engineering (CE)	\$180,000	
Contingency and Escalation	\$185,000	Contingency
Total	\$1,600,000	

Estimates are pre-scoping “template” values. ~~Estimates are post-scoping, Project Development Plan values.~~

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> Develop and sign this Memorandum of Agreement Manage project development schedule and preliminary engineering costs 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Preliminary engineering towards the development of a Scoping Summary and Project Development Plan (PDP) • Lead agency for all environmental compliance • Prepare and approve environmental documents and make project decisions based on the NEPA documents • Preliminary engineering towards the development of a PS&E construction contract package • Obtain permits required for Federally constructed projects • Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications) • Construction engineering/administration of the construction contract • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract • Provide Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E • Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents • Set up and lead final inspection upon completion of construction 	
Miami County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, 	

[enter project number and name]

**FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT**

Original: February 12, 2020

Modification # 001: March 16, 2021

Responsible Party	Product/Service/Role	Comments
	<p>material sources, construction costs, agreements, other technical data</p> <ul style="list-style-type: none"> • Provide ROW and utility information and coordination • Provide long term maintenance and operation of the project upon completion • Review and provide comments within two weeks the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support • Coordinate with FHWA-CFLHD on NEPA related issues • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Acquire any required state permits prior to advertisement of the project • Provide ROW and utility information and coordination • Acquire ROW and TCEs if necessary. No private property acquisition is anticipated. • Prepare offers to landowners • Conduct ROW negotiations as necessary to acquire adequate rights from private • Complete all ROW activities prior to advertisement of the project • Sign CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained. • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Coordinate utility relocations if necessary per scope described above • Sign CFLHD Utility Certification • Develop a public information plan in coordination with CFLHD and the FLMA 	

**FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT**

Original: February 12, 2020

Modification # 001: March 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Provide long term maintenance and operation of the project upon completion 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design	Fall 2020	Seoping

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design	Sept. 2021	30% Package
FHWA-CFLHD	Environmental Compliance	Mar. 2022	Development and completion of NEPA Document
FHWA-CFLHD	Final Design	July 2022	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	Fall/Winter 2023	
FHWA-CFLHD	Administer Construction Contract	Spring/Summer 2024	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Local Road	

**FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT**

Original: February 12, 2020

Modification # 001: March 16, 2021

Criteria		Comments
Surface Type	Gravel	Asphalt paving is proposed
Design Volume	300	300 is current ADT

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$40,000 \$1,280,000.00	80%	
Miami County	\$10,000 \$320,000.00	20%	The government will bill Miami County for reimbursement through a Funds Transfer Agreement (FTA)
Total	\$50,000 \$1,600,000.00	100%	

CFLHD shall not incur costs which result in matching funds exceeding the estimated funding without authorization by Miami County.

If during implementation of the project it is determined that the total project cost exceeds \$1,600,000, the Central Federal Lands Highway Division and Miami County will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

K. MATCHING SHARE REQUIREMENTS

Miami County will provide 20% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Phone Number/Email
Matthew Oehlert Project Manager	Miami County	(913) 294-4377 moehlert@miamicountyks.org

**FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT**

Original: February 12, 2020

Modification # 001: March 16, 2021

Jim Bell	U.S. Army Corps of Engineers	(913) 783-4366 James.d.bell@usace.army.mil
Gary Lucas	Kansas Wildlife and Parks	(913) 783-4507 Gary.lucas@ksoutdoors.com
Michael Daigler Project Manager	FHWA-CFLHD	(720) 963-3620 michael.daigler@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Miami County	U.S. Army Corps of Engineers	Time
Mike Daigler, Project Manager	J.R. McMahon County Director	Jim Bell	30 days
Nate Allen, Wendy Longley Acting Project Management Branch Chief	[xx]	[TBD]	60 days
Curtis Scott, Chief of Engineering	[xx]	[TBD]	90 days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Original: February 12, 2020

Modification # 001: March 16, 2021

able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No. 6982AF-20-K-500002
KS FLAP MIA 253(1)/Hillsdale Lake Access

Original: February 12, 2020

Modification #001: February 4, 2021

Modification #002: March 16, 2021

This modification #001 extends the Agreement's period of performance to January 31, 2022. This is a no cost modification.

This modification #002 adds funds to the Agreement for Final Design and extends the period of performance

Agency providing funding: Miami County, KS

Agreement amount: ~~\$10,000.00~~ **\$320,000.00**

Period of Performance: April 2, 2020 to **June 30, 2025**

Agency receiving funding: Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Miami County, KS has committed to provide, through electronic funds transfer, ~~\$10,000.00~~ **\$320,000.00** to CFLHD for the KS FLAP MIA 253(1)/Hillsdale Lake Access project to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 02/12/2020 **and any future modifications**. The Government will bill the providing agency upon execution of this Agreement. Payment is due by the date listed in the table below.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Amendment #	Comment
PE	\$10,000.00	5/1/2020	5/5/2020		Scoping
PE	\$60,000.00	7/1/2021			Final Design
CN & CE	\$250,000.00	7/15/2022			Construction
Total:	\$10,000.00 \$320,000.00				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Miami County	Central Federal Lands Highway Division
DUNS #	079-876-918	126-129-936
Financial Contact Information		
Name	Matthew Oehlert	Suzanne Schmidt
Phone	(913) 285-6102	(720) 963-3356
E-mail	moehlert@miamicountyks.org	Suzanne.schmidt@dot.gov
Address	201 South Pearl Street Suite 203 Paola, KS 66071	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Matthew Oehlert	Mike Daigler
Phone	(913) 285-6102	(720) 963-3620
E-mail	moehlert@miamicoutyks.org	michael.daigler@dot.gov

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No. 6982AF-20-K-500002
KS FLAP MIA 253(1)/Hillsdale Lake Access

Original: February 12, 2020

Modification #001: February 4, 2021

Modification #002: March 16, 2021

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD.

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Date	Contracting Officer	Date
Miami County	Central Federal Lands Highway Division	

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: [6982AF-20-K-500002].

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQ Room 181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify cfl.finance@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No. 6982AF-20-K-500002
KS FLAP MIA 253(1)/Hillsdale Lake Access

Original: February 12, 2020

Modification #001: February 4, 2021

Modification #002: March 16, 2021

be made of your check information, is available from our internet site at:

https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

Print Form

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, April 14, 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: n/a

AGENDA SUBJECT:
 Lone Star Culvert #841-Deck Replacement Agreement

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
 Execute Agreement for the Lone Star Culvert #841 Deck Replacement. Miami County Road and Bridge single sourced Bryan-Ohlmeier Construction Co., Inc. for the Lone Star Culvert #841 deck replacement project for the amount of \$69,577.90. This project is located on Lone Star Road south of K-68.

REQUESTED ACTION / STAFF RECOMMENDATION:
 Commission to authorize Commission Chair to execute the Notice of Award and Agreement with Bryan-Ohlmeier Construction Co., Inc for the Lone Star Culvert deck replacement in the amount of \$69,577.90.

BUDGET IMPACT:
 \$69,577.90

BUDGET AVAILABLE FOR THIS ITEM: \$70,000	BUDGET REMAINING FOR THIS ITEM: \$422.10		
FUND / LINE ITEM TO BE CHARGED: 327-327-3714	<table style="width: 100%;"> <tr> <td style="width: 50%;"> ITEM BUDGETED?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </td> <td style="width: 50%;"> CAPITAL PROJECT?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </td> </tr> </table>	ITEM BUDGETED?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CAPITAL PROJECT?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ITEM BUDGETED?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CAPITAL PROJECT?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

Matthew Oehlert

 Digitally signed by Matthew Oehlert
 Date: 2021.04.08 09:23:02 -05'00'

4/8/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

4/8/2021

DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Kroll
SIGNATURE:

4-8-21

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

00332
BID

Proposal of Bryan-Ohlmeier Construction Co., Inc
(Hereinafter called "BIDDER"), organized and existing under the laws of the State of
Kansas doing business as
* Corporation

*Insert "a corporation", a partnership", or "an individual" as applicable. To the Miami County Commission, 201 S. Pearl, Suite 203, Paola, Kansas 66071, (Hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of

Lone Star Road Culvert #841 - Deck Replacement

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete 90 calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

NA

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum

**00332
 BID SCHEDULE**

NOTE: BIDS shall include all applicable taxes including sales tax and fees. Unit prices shall be used in the case of errors in calculating bids. See Measurement and Payment Section.

No.	Item	Unit	Qty	Unit Price	Total
<u>Lone Star Road Culvert #841 - Deck Replacement</u>					
1	Mobilization	LS	1	4,500	4,500
2	Removal of Existing Structures	LS	1	4,000	4,000
3	Concrete (Grade 4.0)(AE)	CY	22.1	975	21,547.50
4	Reinforcing Steel (Grade 60) (Epoxy Coated)	LBS	3,628	1.80	6,530.40
5	Drilling & Grouting	EACH	84	20	1,680
6	Concrete Pavement (10" Unif.)(AE)	SQYD	79	230	18,170
7	Guardrail, Steel Plate	LNFT	75	78	5,850
8	Guardrail End Terminal (Type II)	EACH	4	1,260	5,040
9	Traffic Control	LS	1	2,260	2,260
TOTAL OF BID:				\$	69,577.90

Respectfully submitted:

Craig Okoniewski
 Signature

911 N. Pearl Paola, KS 66071
 Address

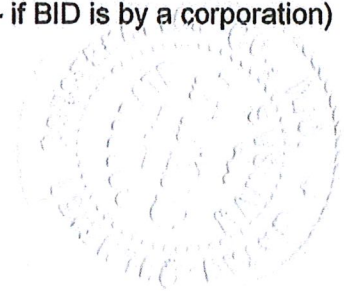
President
 Title

4/2/21
 Date

License Number (if applicable)

(SEAL - if BID is by a corporation)

Attest: Melissa L. Peuser



END OF SECTION 00332

00531
AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2021 by _____
and between Miami County Commission, hereinafter called "OWNER," and
Bryan-Ohlmeier Construction Co., Inc (an individual) (a corporation) (a partnership),
hereinafter called "CONTRACTOR." WITNESSETH: That for and in consideration of the payments and
agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
Lone Star Road Culvert #841 - Deck Replacement
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other
services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS
within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the
project within 90 calendar days unless the period for completion is extended otherwise by the
CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT
DOCUMENTS and comply with the terms therein for the sum of \$ 69,577.90,
or as shown in the bid schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ~~Advertisement For BIDS~~
 - (B) Information For BIDDERS
 - (C) BID
 - (D) ~~BID BOND~~
 - (E) Agreement
 - (F) General Conditions
 - (G) SUPPLEMENTAL GENERAL CONDITIONS
 - (H) Payment BOND
 - (I) Performance BOND
 - (J) NOTICE OF AWARD
 - (K) NOTICE TO PROCEED
 - (L) CHANGE ORDER
 - (M) DRAWINGS by Pfefferkorn Engineering & Environmental, numbered through 1-5, and
dated March 23, 2021.
 - (N) SPECIFICATIONS by Pfefferkorn Engineering & Environmental, LLC,
dated March 23, 2021.
 - (O) ADDENDA
No. _____, dated _____
No. _____, dated _____
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in
the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors,
administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement is 2 copies, each of which shall be deemed an original on the date first above written.

ATTEST: Miami County Commission

_____ Name (please type)

_____ Title

OWNER:

By _____

_____ Name (please type)

_____ Title

ATTEST:

_____ Name (please type)

_____ Title

CONTRACTOR

By _____

_____ Name (please type)

_____ Title

END OF SECTION 00531

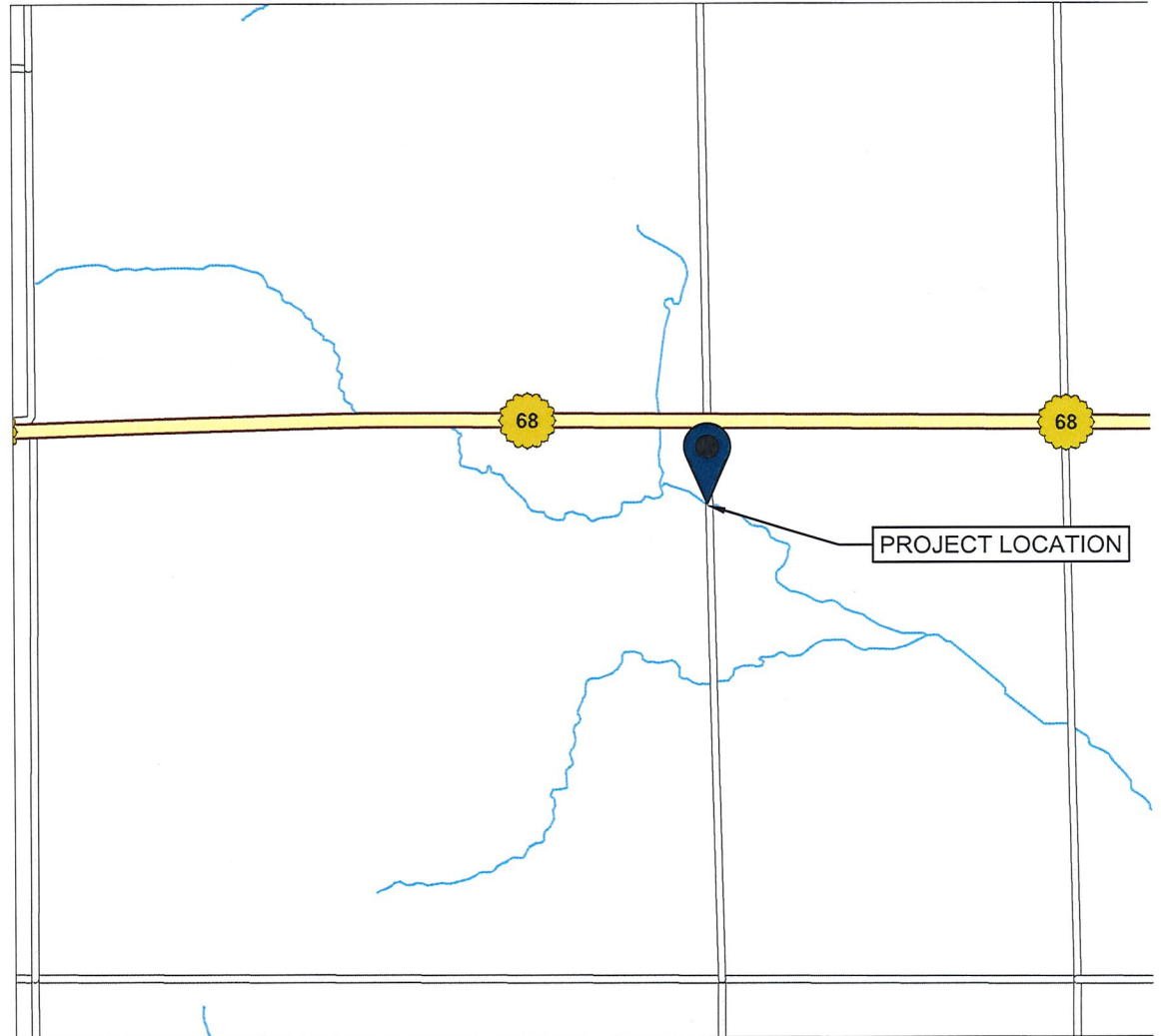
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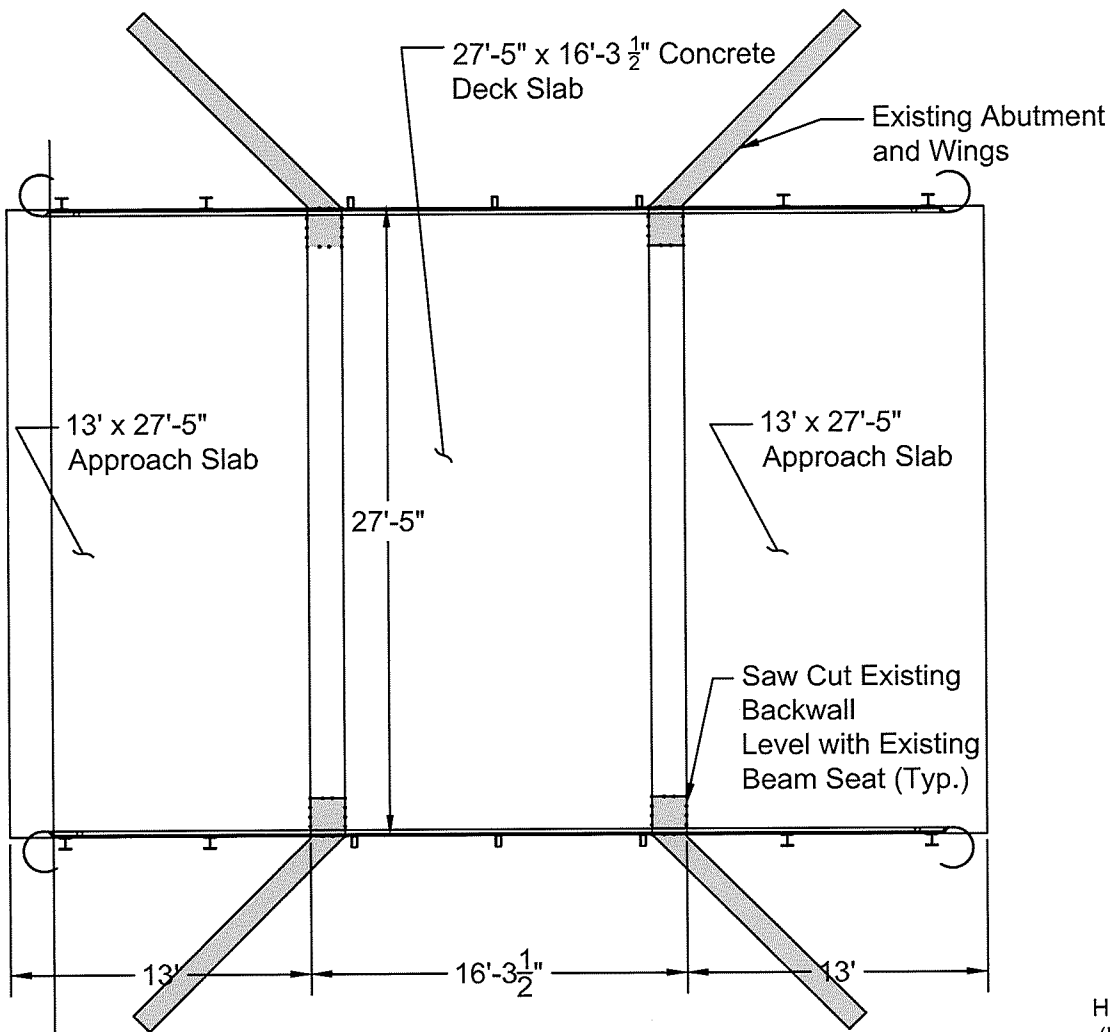
Sheet Number	Sheet Title
1	Cover
2	Bridge Plan
3	Approach Slab
4	Guardrail End Terminal Type II
5	Traffic Control

Summary of Quantities

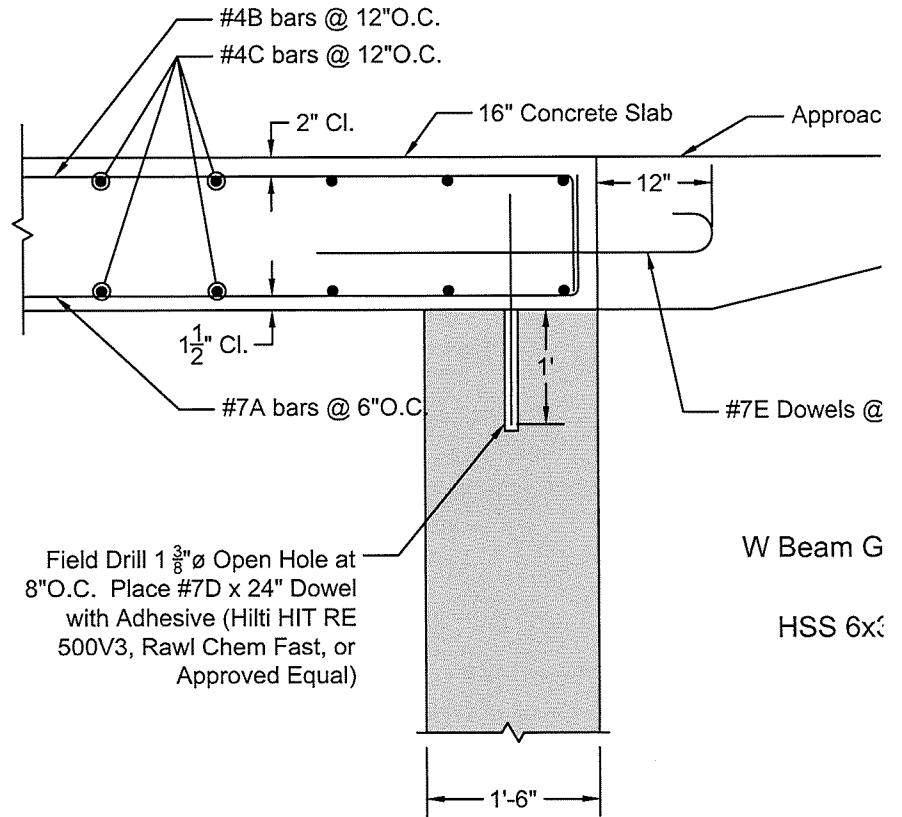
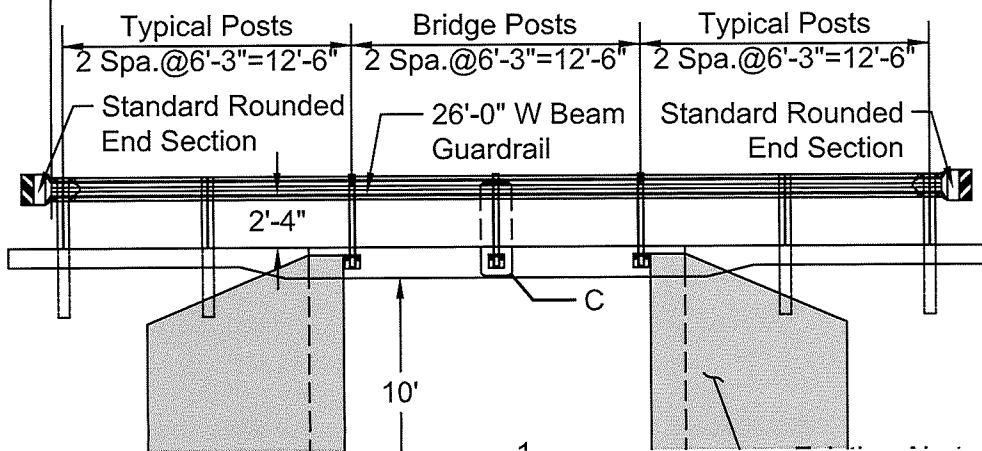
Item	Quantity	Unit
Mobilization	1	LSUM
Removal of Existing Structures	1	LSUM
Concrete (Grade 4.0)(AE)	22.1	CUYD
Reinforcing Steel (Grade 60)(Epoxy Coated)	3,628	LBS
Drilling & Grouting	84	EACH
Concrete Pavement (10" Unif.)(AE)	79	SQYD
Guardrail, Steel Plate	75	LNFT
Guardrail End Terminal (Type II)	4	EACH
Traffic Control	1	LSUM

BRIDGE REHABILITATION LONE STAR ROAD CULVERT #841 - DECK REF MIAMI COUNTY, KANSAS

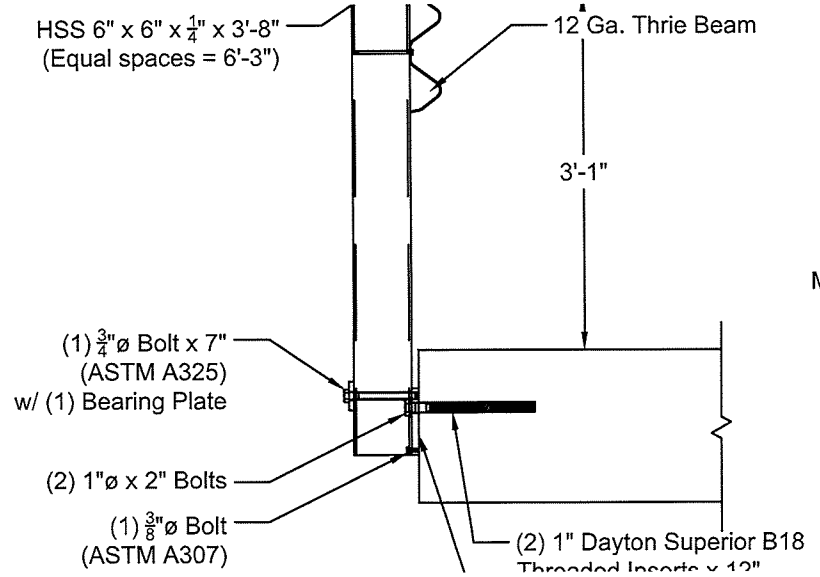


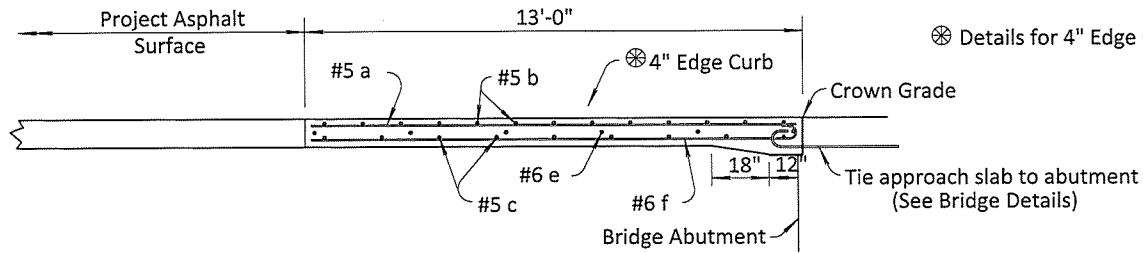


Plan



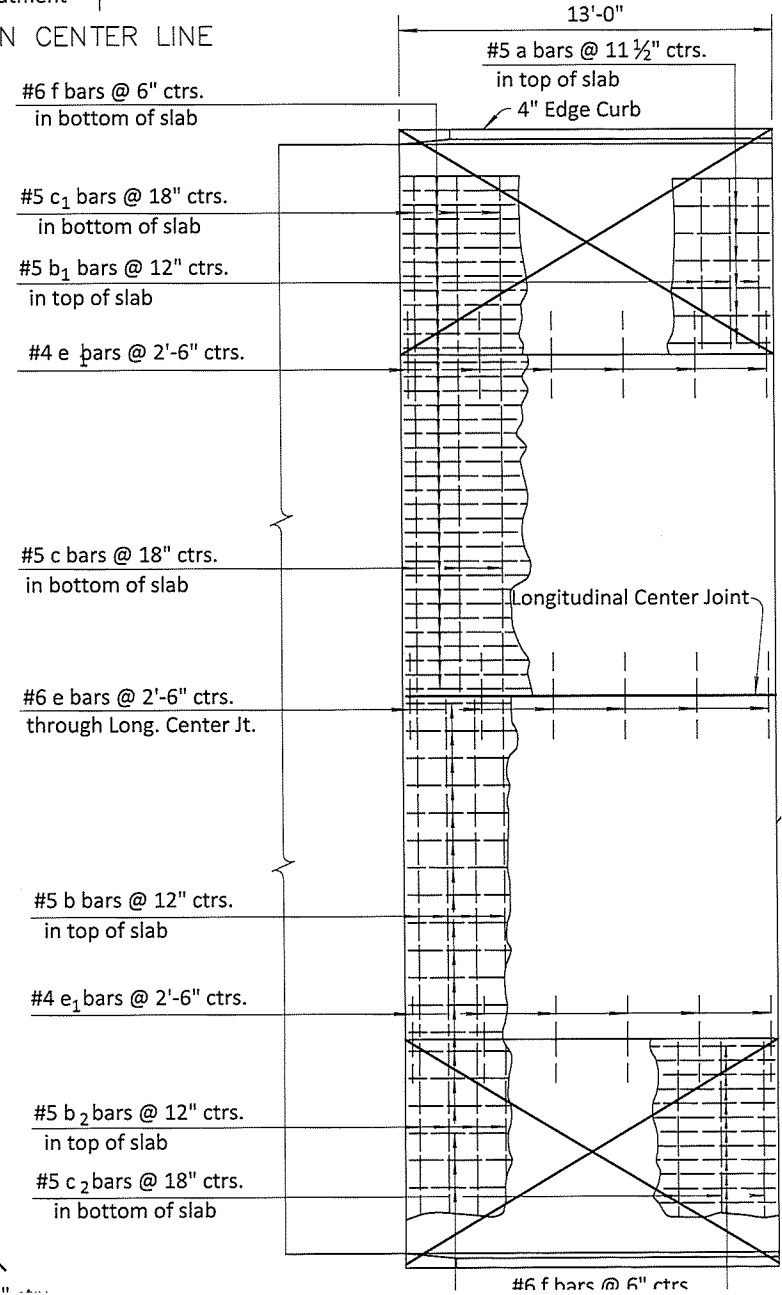
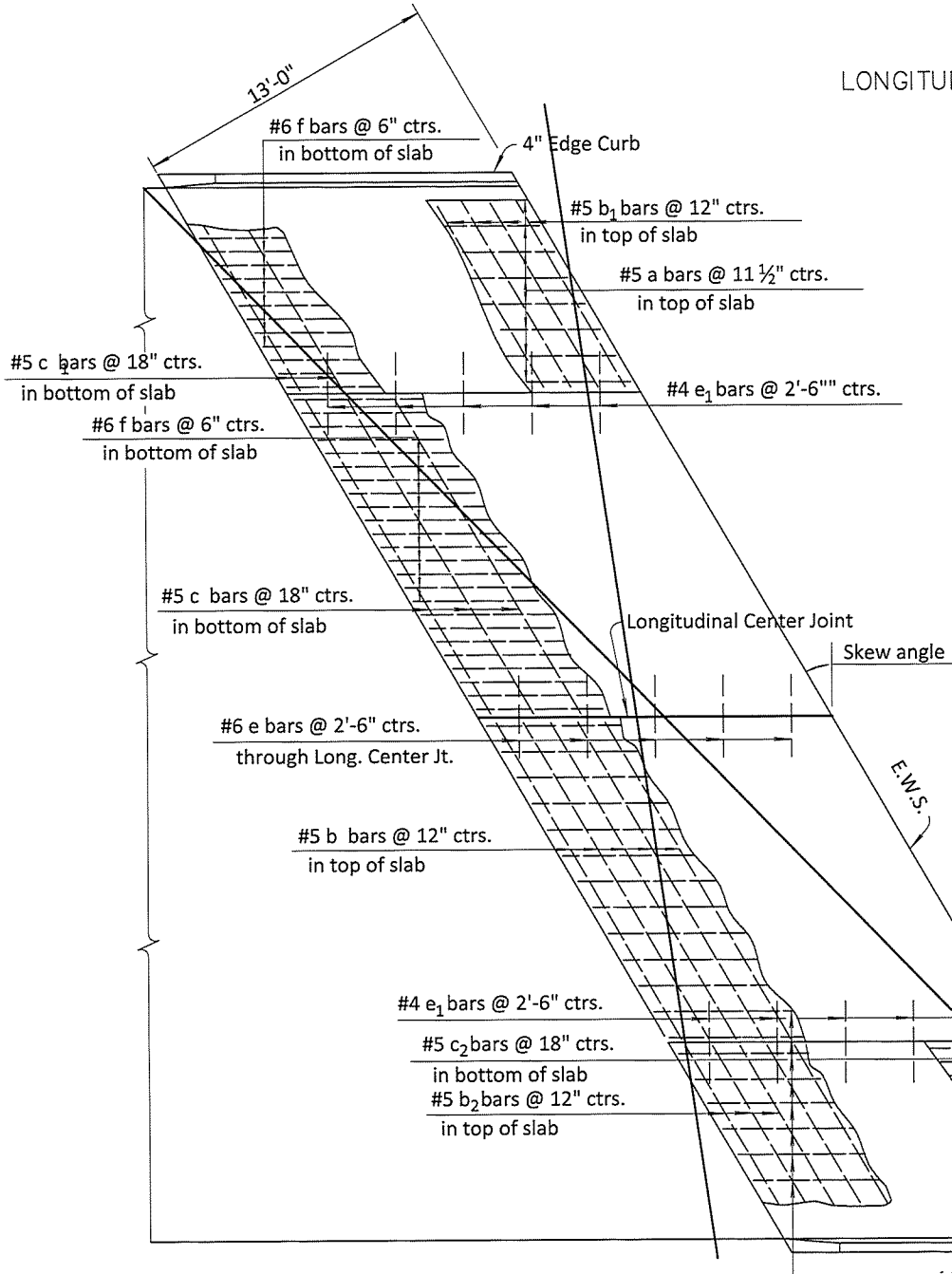
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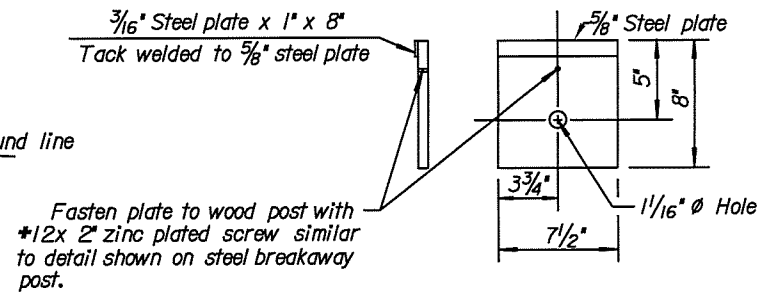
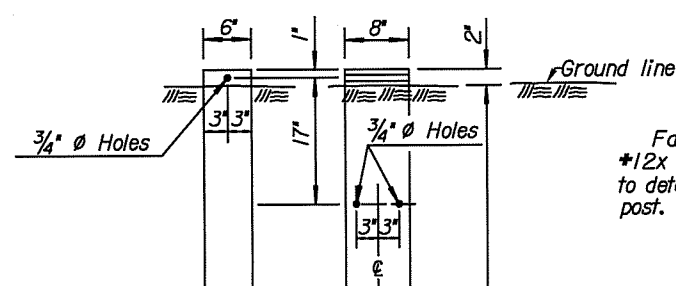
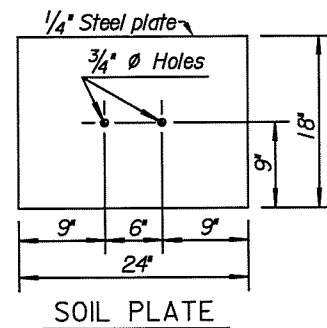
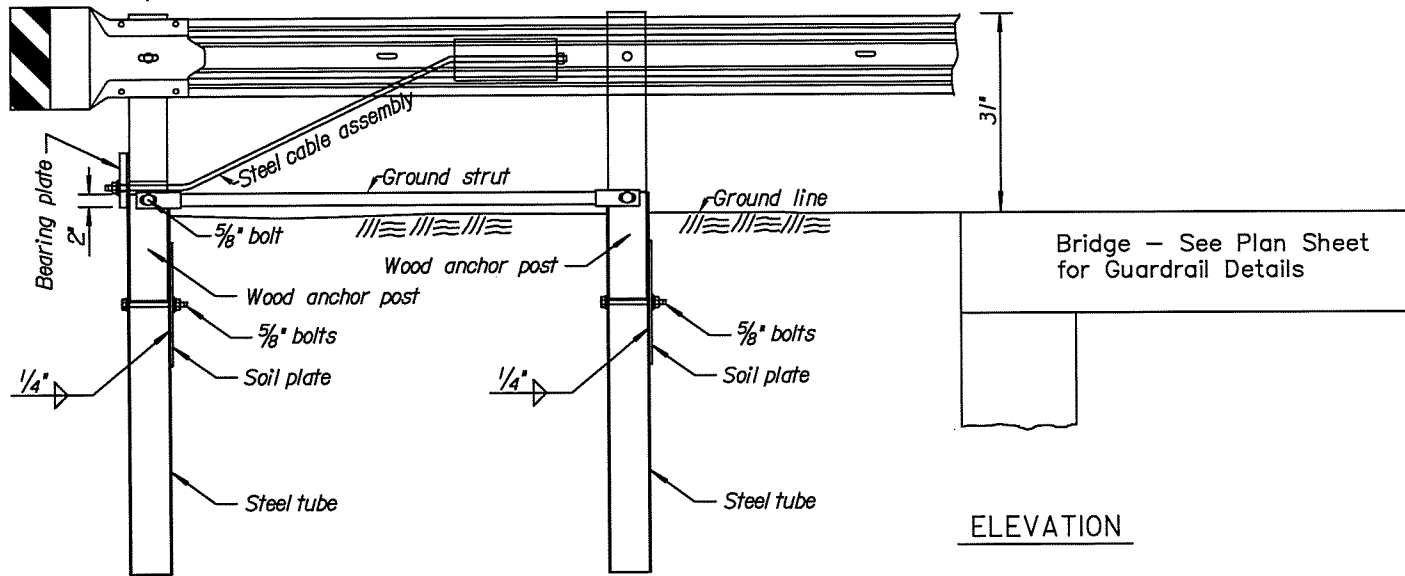
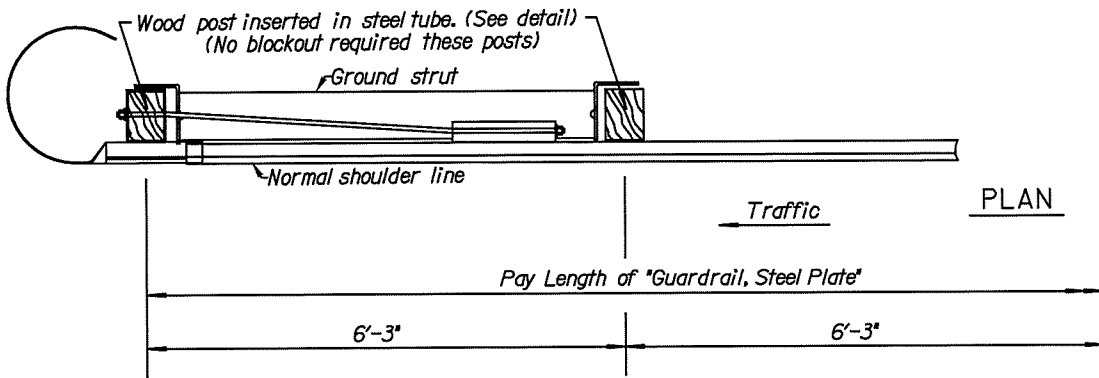




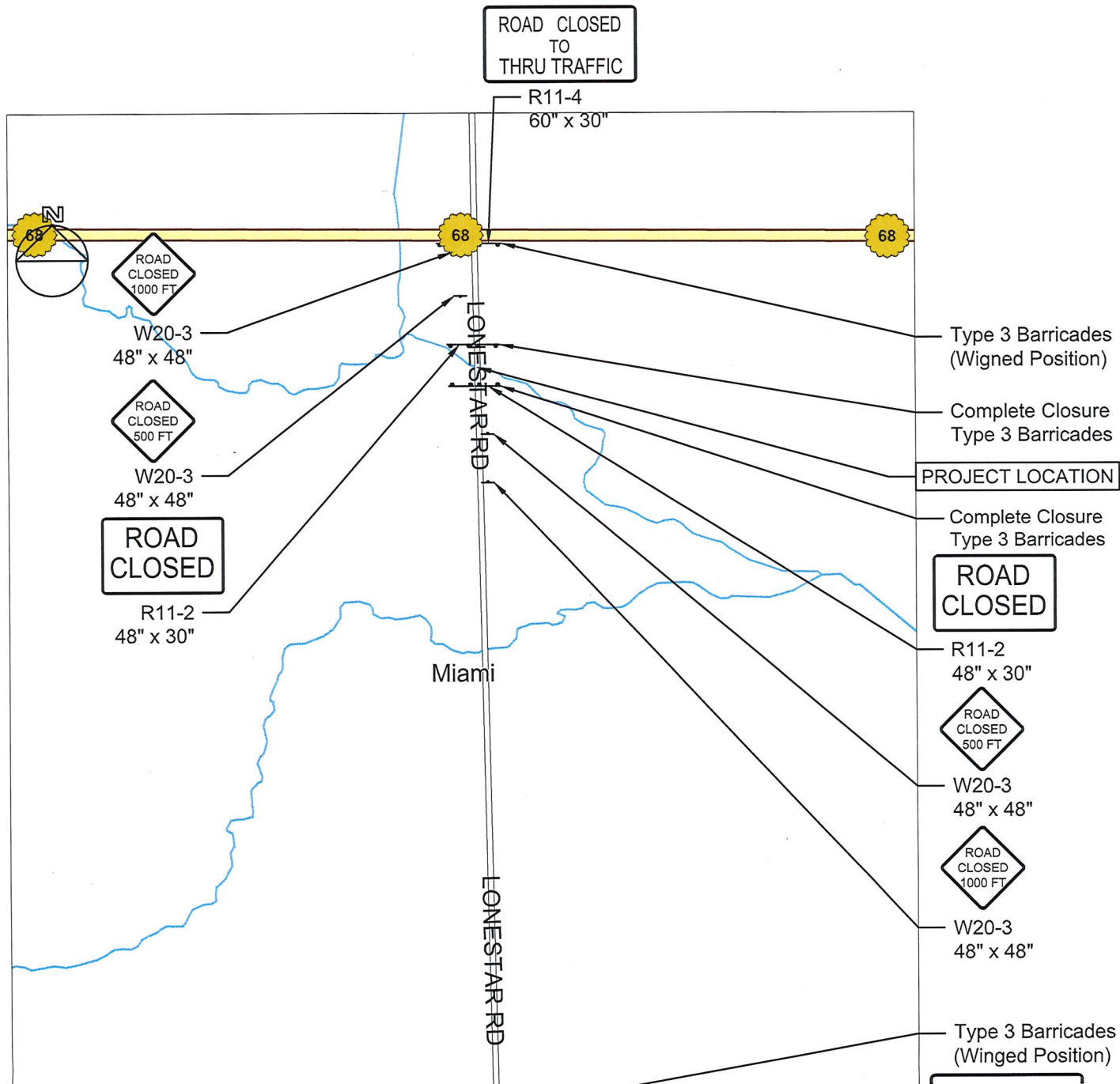
⊗ Details for 4" Edge Curb, See Standard Drawing RD711

LONGITUDINAL SECTION ON CENTER LINE





BEARING PLATE



Type "A" low intensity warnin
light mounted to the vertical pos
(typ

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

Print Form

SUBMITTED BY: Matthew Oehlert	REQUESTED MEETING DATE: Wednesday, April 14, 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: 21-03-SB (678)

AGENDA SUBJECT:
 Culvert Replacement Design Phase Award and Agreement Project # 21-03-SB (678)

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
 Award and Agreement for Culvert Replacement Design Phase price proposals. Proposals were opened on March 30, 2021 at 9:00 a.m. with Schwab-Eaton being the apparent low bidder at \$132,112.00.

REQUESTED ACTION / STAFF RECOMMENDATION:
 Commission to authorize Commission Chair to execute the Agreement with Schwab-Eaton for the Culvert Replacement Design Phase project in the amount of \$132,112.00.

BUDGET IMPACT:
 \$132,112.00

BUDGET AVAILABLE FOR THIS ITEM: \$170,000.00	BUDGET REMAINING FOR THIS ITEM: \$37,888.00				
FUND / LINE ITEM TO BE CHARGED: 327-327-3711	<table style="width: 100%;"> <tr> <td style="width: 50%;">ITEM BUDGETED?:</td> <td style="width: 50%;">CAPITAL PROJECT?:</td> </tr> <tr> <td> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </td> <td> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </td> </tr> </table>	ITEM BUDGETED?:	CAPITAL PROJECT?:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ITEM BUDGETED?:	CAPITAL PROJECT?:				
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

Digitally signed by Matthew Oehlert
 Date: 2021.04.08 09:14:20 -05'00'

4/8/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

Stev Lyman

4/8/2021

SIGNATURE:

DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Kroll

4-8-21

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 Number / Item
2021-009 Request for Proposal for Survey and Design Services for Culvert Replacement Design Phase 21-03-SB (678)

Date: 3/30/2021 Time: 9:00 a.m.

Opened by: Matthew Oehlert *[Signature]*

Witnessed by: Kristie Reitinger *[Signature]*

Firm	Price
Pfefferkorn Engineering	\$154,000 -
SMH consultants	\$385,375 -
BG consultants	\$178,000 -
Schwab - Eaton	\$132,112 -

**AGREEMENT FOR SURVEYING & ENGINEERING SERVICES
BY CONSULTANT**

PROJECT NO.: MIAMI COUNTY PROJECT NO. 21-03-SB (678)
CLIENT: MIAMI COUNTY, KS

THIS AGREEMENT entered into this 14th day of April, 2021, by and between, Miami County, hereinafter referred to as the "Client", and the consulting engineering firm of Schwab-Eaton, P.A., hereinafter referred to as the "Consultant." The Consultant's address is 801 E. 1st Street, Suite 240, Wichita, KS 67202.

WITNESSETH:

WHEREAS, the Client has submitted a request to the Consultant stating that it desires professional surveying and engineering services for Grading, Guardrail, Drainage and Structure Improvements related to seven (7) culvert replacements, as well as the replacement of the FAS 270 Bridge guardrail, hereinafter referred to as the "Project." The Project has various locations as shown and labeled on the attached Appendix A, Project Locations Map & Memorandum.

WHEREAS, the engineering services performed by the Consultant will include, but not necessarily be limited to the services indicated in the Appendix B, Miami County RFP 2021-009 Scope of Services.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I

The Client agrees:

1. To employ the Consultant to perform the professional surveying and engineering services described in this Agreement for the fee, and in the manner stipulated in Article I, Paragraphs 3 and 4 below, and in general accordance with the Consultant's proposal.
2. To review the Consultant's schedule, preliminary concepts and/or layouts and to monitor the Consultant's actual progress throughout the period of this Agreement.
3. Compensation to the Consultant for professional surveying and engineering services described in Appendix B and Article II of this Agreement shall be made based on the reimbursable Consultant's fee in the amount of **\$ 132,112.00**. In the event that certain portions of the Project and/or Scope of Services are determined at a later date to be unnecessary, the breakdown of individual fee schedule for various tasks by Project location are hereby included in advance and included as Appendix C, Fee Schedule for Professional Surveying & Engineering Services.

4. That during the progress of work covered by this Agreement, partial payments may be made to the Consultant from the Client within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable to the Client.

ARTICLE II

The CONSULTANT Agrees:

1. To perform the following services, as well as those indicated in Appendix B of this Agreement:
 - (a) Prepare the plans in conformity with the client's criteria appropriate for the Project.
 - (b) Prepare the Construction Drawings for the Project within the mutually agreed schedule set forth by the Client and Consultant, exclusive of delays beyond the Consultant's control.
 - (c) Provide all plans, drawings and documents pertaining to the Project to the Client. All such plans, drawings and documents shall become the property of the Client upon the completion thereof in accordance with the terms of this Agreement, without restrictions as to their future use.
2. In addition to the scope of surveying and engineering services, the Consultant will assume the following obligations:
 - (a) The Consultant will not, without prior written approval from the Client, exceed the upper limit of the fee described and agreed to by the parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
 - (b) Be responsible for damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of services under this Agreement.
 - (c) To save the Client and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's services to be performed hereunder.

ARTICLE III

The parties hereto mutually agree:


1. The services to be performed by the Consultant under the terms of this Agreement are personal and cannot be assigned, sublet, or transferred without written consent of the Client.

2. The right is reserved by the Client to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
4. In the event the Agreement is terminated by the County, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
5. In the event the services of the Consultant are terminated by the County for fault, including but not limited to: unreasonable delays in performance; failure to respond to County's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered up to the time of termination. The value of the services performed, rendered and delivered will be determined by the County and if necessary, in consultation with the Secretary. In the case of any dispute as to payment arising under this Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
6. In the event of the death of any member or partner of the Consultant's firm, the surviving member(s) shall complete the services, unless otherwise mutually agreed upon by the County.
7. The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of the County. Consent by the County to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.

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

CONSULTANT:

SCHWAB-EATON, P.A.

By: 
Chad D. McCullough, P.E.

Title: Project Manager

Date: 4/6/21

CLIENT:

MIAMI COUNTY, KANSAS

By: _____
Bonnie Roberts

Title: Commission Chairman

Date: _____

APPENDIX A

Project Locations Map & Memorandum

Culvert

Structure Type

- CMP
- Concrete Slab
- Other
- RCR

MEMORANDUM

Design phase for the culvert replacements at the following locations:

*Culvert 2616 located on 327th street w/o Switzer

*Culvert 249 located on 231st Street e/o Mission

*Culvert 1926 located on Block Road s/o 351st Street

*Culvert 1208 located on Pflumm Road n/o 311th Street

*Culvert 1750 located on 335th Street w/o Switzer Road

*Culvert 2169 located on 367th Street e/o Jingo Road

*Culvert 1836 located on 347th Street e/o Cedar Niles Road

*Bridge FAS 270 Guardrail replacement located on Hospital Drive 0.33 mile w/o Hedge Lane.(Guardrail to be upgraded to crash worthy guardrail) Must be completed for the 2021 construction season.

APPENDIX B

Miami County RFP 2021-009 Scope of Services

MIAMI COUNTY CULVERT REPLACEMENT PROJECT DESIGN PHASE
MIAMI COUNTY PROJECT NO. 21-03-SB (678)/RFP 2021-009

A. Introduction

Miami County is seeking price proposals from firms, KDOT pre-qualified, to provide survey and design services for culvert replacement projects. One firm will be selected to perform design engineering services for seven (7) culverts and one guardrail upgrade at the following locations:

Culvert 2616 located on 327th Street w/o Switzer, Culvert 249 located on 231st Street e/o Mission, Culvert 1926 located on Block Road s/o 351st Street, Culvert 1208 located on Plum Creek Road n/o 311th Street, Culvert 1750 located on 335th Street w/o Switzer Road, Culvert 2169 located on 367th Street e/o Jingo Road, Culvert 1836 located on 347th Street e/o Cedar Niles Road, and Bridge FAS 270 Guardrail Replacement located on Hospital Drive 0.33 mile w/o Hedge Lane. These are culvert replacement project with funding from Miami County Special Bridge Funds. Consultant will be responsible for all contract documents and construction bid documents.

B. Scope of Services

1. Consultant will provide a completed survey in AutoCAD 2012 (or newer) format.

Surveying: Perform project topographic designs survey. Contact utility companies and include location of underground utilities as flagged by utility companies. Research and discover existing R/W's and Easements inside the project area. Locate and reference the section corner nearest to each end of the project. Set and reference a P.O.T. near each end of the project. Establish two bench marks outside of the apparent construction limits. If there are any curves on the project, set and reference P.C.'s and P.T.'s after the project centerline is finalized. Furnish field notes in written or electronic format. Furnish traverse calculations, if any. Consultant will provide e-copy and copy of field notes of survey to Miami County. If any section corner within the construction limits is endangered it shall be reset by consulting firm after project completion.

2. Prepare field check plans based on the alternative selected in the preliminary report. Conduct field-check with COUNTY personnel.
3. Determine the required geologic exploration required for design and obtain three (3) price quotes from qualified firms. Recommend geotech firm to COUNTY based on best and most responsive proposal. The geologic exploration company will be selected by and paid by the County. Provide copy of report to COUNTY.
4. Prepare detailed construction plans required for bidding and project implementation. Provide one copy of quantity calculations of bid items. Plans shall conform to KDOT plan preparation criteria and format. Bid items and project special provisions shall conform to KDOT standard specifications or special provisions. Submit office check plans and technical specifications to Project Manager for review.
5. Prepare and submit all necessary permits for Division of Water Resources, Corps of Engineers, National Pollution Discharge Elimination System (NPDES) and any other permit required to construct the project.

6. Prepare legal descriptions for permanent and temporary construction easements which may be required. Furnish legal descriptions on 8.5" x 11" sheet stamped by a Registered Land Surveyor and on disk in Microsoft Word 2010 or newer. Furnish base AutoCAD file with project ties and all right-of-way drawn. Also furnish an exhibit drawing for each land ownership showing existing and proposed rights-of-way and property lines with bearings with the topography as a background on 8.5" x 11" or 11" x 17" sheets. The exhibit shall include the landowner's name and/or a tract identifier (Miami County format).
7. Ownership and Easements: Research Ownership and Easement information in support of Road right-of-way and parcels affected by project. The COUNTY expects proper and diligent research to be performed with respect to all affected land including section corners, prior surveys and road records, etc. All Ownership and Easement research shall be refreshed by the CONSULTANT just prior to the beginning of the right-of-way acquisition process, usually one month prior to the Public Information Meeting.
8. Right-of-Way Staking: One Month Prior to the Public Information Meeting, or as directed by the COUNTY, all proposed right-of-way, permanent, temporary and drainage easements, and any other affected land acquisition shall be marked by the CONSULTANT using 40d nails and lathe with flagging.
9. Submit three (3) complete sets of plans, and a complete electronic set to the Project Manager.
10. Provide to COUNTY Operating and Inventory Load Ratings of new structure based on KDOT legal trucks: HS20, T2, T3, 2S1, 3S2, and 3-3.
11. Submit to the county one (1) set of plans without structural details for each of the private and public utility companies having facilities in the area of the project. Submit to the County two (2) sets of plans without structural details for right-of-way acquisition purposes.
12. Submit any technical specifications and project special provisions to the COUNTY.
13. Advise the Project Manager of any inquiries prior to the bid opening from contractors, subcontractors, suppliers, and public officials. Submit for approval draft addendum to the project drawings or contract specifications as required.
14. Prepare Final Plans for the bid letting process.
15. As requested by the COUNTY, provide services resulting from significant changes in the general scope of the project, or its design, including, but not limited to, changes in size, revisions of previously accepted studies, reports, design documents or contract documents, including preparation of change orders in accordance with COUNTY purchasing procedures during the construction phase of the project. This work will be paid for on an hourly basis unless resulting from an error or omission by the ENGINEER.
16. Provide construction inspection if requested by COUNTY. This work will be paid for on an hourly basis. Describe if firm has construction inspection services available in qualification statement.

Perform all design services in accordance with plan preparation criteria of Bureau of Local Projects of KDOT and complying with current KDOT design standards. Work shall begin with the design of the project and shall be considered complete when the project is let by Miami County.

The following list of items is to be included in the contract that are in addition to those required in above section. The following list is not intended to include items required by KDOT, but to clarify which items are required by Miami County that may not be included in design services for federal aid projects in other counties.

1. Perform pavement design, if necessary, to KDOT specifications.
2. As requested by the County, review shop drawings, falsework plans and provide services resulting from significant changes in the general scope of the project or its design including, but not limited to, changes in size, revisions of previously accepted studies, reports, or design documents, including preparation of change orders during the construction phase of the project. This work will be paid for on an hourly basis unless resulting from an error or omission by the Engineer.

C. County will provide

1. Designate a COUNTY employee to act as Project Manager to review the work of and provide direction to the ENGINEER.
2. Reimburse the ENGINEER for required services.

APPENDIX C

Fee Schedule for Professional Surveying & Engineering Services

Fee Schedule for Professional Surveying & Engineering Services

Miami County RFP 2021-009

3/29/2021

Total for Professional Surveying & Engineering Services	=	\$132,112.00
Total for Professional Surveying Services	=	<i>\$62,721.00</i>
Total for Professional Engineering Services	=	<i>\$69,391.00</i>
Total # of Parcels Expected to be Researched	=	25

Fee Schedule for Professional Surveying & Engineering Services

Culvert 249 Replacement (231st Street e/o Mission)

Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	4	parcels @	\$275.00	=	\$1,100.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$1,392.00

2. Roadway & Drainage Improvements Design

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		<u>436.00</u>
					\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4		\$175.00		\$700.00
Design Engineer	4		109.00		436.00
Senior Design Technician	16		88.00		<u>1,408.00</u>
					\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1		\$175.00		<u>\$175.00</u>
					\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6		\$175.00		\$1,050.00
Design Engineer	4		109.00		436.00
Senior Design Technician	6		88.00		<u>528.00</u>
					\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		436.00
Senior Design Technician	8		88.00		<u>704.00</u>
					\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1		\$175.00		\$175.00
Registered Land Surveyor	1		107.00		107.00
Survey Crew & Equipment	4		121.00		484.00
Senior Design Technician	2		88.00		<u>176.00</u>
					\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

8. DWR & Corps of Engineers Permit Applications

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4		\$175.00		\$700.00
Design Engineer	2		109.00		218.00
Senior Design Technician	4		88.00		352.00
Administrative Assistant	4		56.00		<u>224.00</u>
					\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

Total for Professional Surveying & Engineering Services	=	\$16,979.00
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Total for Professional Surveying Services	=	\$7,908.00
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Total for Professional Engineering Services	=	\$9,071.00
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Fee Schedule for Professional Surveying & Engineering Services

Culvert 1208 Replacement (Pflumm Road n/o 311th Street)

Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	3	parcels @	\$275.00	=	\$825.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$1,117.00

2. Roadway & Drainage Improvements Design

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		<u>436.00</u>
					\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4		\$175.00		\$700.00
Design Engineer	4		109.00		436.00
Senior Design Technician	16		88.00		<u>1,408.00</u>
					\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1		\$175.00		<u>\$175.00</u>
					\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6		\$175.00		\$1,050.00
Design Engineer	4		109.00		436.00
Senior Design Technician	6		88.00		<u>528.00</u>
					\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		436.00
Senior Design Technician	8		88.00		<u>704.00</u>
					\$1,490.00

7. Proposed ROW/ Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1		\$175.00		\$175.00
Registered Land Surveyor	1		107.00		107.00
Survey Crew & Equipment	4		121.00		484.00
Senior Design Technician	2		88.00		<u>176.00</u>
					\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4		\$175.00		\$700.00
Design Engineer	2		109.00		218.00
Senior Design Technician	4		88.00		352.00
Administrative Assistant	4		56.00		<u>224.00</u>
					\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

Total for Professional Surveying & Engineering Services = **\$16,704.00**

Total for Professional Surveying Services = \$7,633.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services

Culvert 1750 Replacement (335th Street w/o Switzer)
Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	2	parcels @	\$275.00	=	\$550.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$842.00

2. Roadway & Drainage Improvements Design

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		<u>436.00</u>
					\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4		\$175.00		\$700.00
Design Engineer	4		109.00		436.00
Senior Design Technician	16		88.00		<u>1,408.00</u>
					\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1		\$175.00		<u>\$175.00</u>
					\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6		\$175.00		\$1,050.00
Design Engineer	4		109.00		436.00
Senior Design Technician	6		88.00		<u>528.00</u>
					\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		436.00
Senior Design Technician	8		88.00		<u>704.00</u>
					\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1		\$175.00		\$175.00
Registered Land Surveyor	1		107.00		107.00
Survey Crew & Equipment	4		121.00		484.00
Senior Design Technician	2		88.00		<u>176.00</u>
					\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4		\$175.00		\$700.00
Design Engineer	2		109.00		218.00
Senior Design Technician	4		88.00		352.00
Administrative Assistant	4		56.00		<u>224.00</u>
					\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

Total for Professional Surveying & Engineering Services = \$16,429.00

Total for Professional Surveying Services = \$7,358.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services

Culvert 1836 Replacement (347th Street e/o Cedar Niles)
Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	1,408.00
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	3	parcels @	\$275.00	=	\$825.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	112.00
					\$1,117.00

2. Roadway & Drainage Improvements Design

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	436.00
			\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4	\$175.00	\$700.00
Design Engineer	4	109.00	436.00
Senior Design Technician	16	88.00	1,408.00
			\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1	\$175.00	\$175.00
			\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6	\$175.00	\$1,050.00
Design Engineer	4	109.00	436.00
Senior Design Technician	6	88.00	528.00
			\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	436.00
Senior Design Technician	8	88.00	704.00
			\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1	\$175.00	\$175.00
Registered Land Surveyor	1	107.00	107.00
Survey Crew & Equipment	4	121.00	484.00
Senior Design Technician	2	88.00	176.00
			\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	\$56.00
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1	\$175.00	\$175.00
Design Engineer	1	109.00	109.00
			\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4	\$175.00	\$700.00
Design Engineer	2	109.00	218.00
Senior Design Technician	4	88.00	352.00
Administrative Assistant	4	56.00	224.00
			\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1	\$175.00	\$175.00
Design Engineer	1	109.00	109.00
			\$284.00

Total for Professional Surveying & Engineering Services = **\$16,704.00**

Total for Professional Surveying Services = \$7,633.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services

Culvert 1926 Replacement (Block Road s/o 351st Street)

Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	2	parcels @	\$275.00	=	\$550.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$842.00

2. Roadway & Drainage Improvements Design

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		<u>436.00</u>
					\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4		\$175.00		\$700.00
Design Engineer	4		109.00		436.00
Senior Design Technician	16		88.00		<u>1,408.00</u>
					\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1		\$175.00		<u>\$175.00</u>
					\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6		\$175.00		\$1,050.00
Design Engineer	4		109.00		436.00
Senior Design Technician	6		88.00		<u>528.00</u>
					\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		436.00
Senior Design Technician	8		88.00		<u>704.00</u>
					\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1		\$175.00		\$175.00
Registered Land Surveyor	1		107.00		107.00
Survey Crew & Equipment	4		121.00		484.00
Senior Design Technician	2		88.00		<u>176.00</u>
					\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	\$56.00
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4		\$175.00		\$700.00
Design Engineer	2		109.00		218.00
Senior Design Technician	4		88.00		352.00
Administrative Assistant	4		56.00		<u>224.00</u>
					\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

Total for Professional Surveying & Engineering Services = \$16,429.00

Total for Professional Surveying Services = \$7,358.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services

Culvert 2169 Replacement (367th Street e/o Jingo Road)

Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	3	parcels @	\$275.00	=	\$825.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$1,117.00

2. Roadway & Drainage Improvements Design

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	<u>436.00</u>
			\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4	\$175.00	\$700.00
Design Engineer	4	109.00	436.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1	\$175.00	<u>\$175.00</u>
			\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6	\$175.00	\$1,050.00
Design Engineer	4	109.00	436.00
Senior Design Technician	6	88.00	<u>528.00</u>
			\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	436.00
Senior Design Technician	8	88.00	<u>704.00</u>
			\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1	\$175.00	\$175.00
Registered Land Surveyor	1	107.00	107.00
Survey Crew & Equipment	4	121.00	484.00
Senior Design Technician	2	88.00	<u>176.00</u>
			\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1	\$175.00	\$175.00
Design Engineer	1	109.00	<u>109.00</u>
			\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4	\$175.00	\$700.00
Design Engineer	2	109.00	218.00
Senior Design Technician	4	88.00	352.00
Administrative Assistant	4	56.00	<u>224.00</u>
			\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1	\$175.00	\$175.00
Design Engineer	1	109.00	<u>109.00</u>
			\$284.00

Total for Professional Surveying & Engineering Services = \$16,704.00

Total for Professional Surveying Services = \$7,633.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services

Culvert 2616 Replacement (327th Street w/o Switzer)

Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	8	107.00	856.00
Survey Crew & Equipment	24	121.00	2,904.00
Senior Design Technician	16	88.00	<u>1,408.00</u>
			\$5,518.00

Direct Expenses:

Parcel Research Fee -	3	parcels @	\$275.00	=	\$825.00
Lodging -	2	nights @	\$90.00	=	180.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$1,117.00

2. Roadway & Drainage Improvements Design

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		<u>436.00</u>
					\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	4		\$175.00		\$700.00
Design Engineer	4		109.00		436.00
Senior Design Technician	16		88.00		<u>1,408.00</u>
					\$2,544.00

4. Obtain Geotech Pricing

Project Manager	1		\$175.00		<u>\$175.00</u>
					\$175.00

5. Structure Design, Load Rating & Detailing

Project Manager	6		\$175.00		\$1,050.00
Design Engineer	4		109.00		436.00
Senior Design Technician	6		88.00		<u>528.00</u>
					\$2,014.00

6. Office Check Plans & Revised Estimate

Project Manager	2		\$175.00		\$350.00
Design Engineer	4		109.00		436.00
Senior Design Technician	8		88.00		<u>704.00</u>
					\$1,490.00

7. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1		\$175.00		\$175.00
Registered Land Surveyor	1		107.00		107.00
Survey Crew & Equipment	4		121.00		484.00
Senior Design Technician	2		88.00		<u>176.00</u>
					\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

8. Corps of Engineers Permit Applications

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

9. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4		\$175.00		\$700.00
Design Engineer	2		109.00		218.00
Senior Design Technician	4		88.00		352.00
Administrative Assistant	4		56.00		<u>224.00</u>
					\$1,494.00

10. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1		\$175.00		\$175.00
Design Engineer	1		109.00		<u>109.00</u>
					\$284.00

Total for Professional Surveying & Engineering Services = \$16,704.00

Total for Professional Surveying Services = \$7,633.00

Total for Professional Engineering Services = \$9,071.00

Fee Schedule for Professional Surveying & Engineering Services
 FAS 270 Guard Fence Replacement (Hedge Lane over the Marais des Cygnes River)
 Miami County RFP 2021-009

3/29/2021

1. Field Surveying & Property Research

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	2	\$175.00	\$350.00
Registered Land Surveyor	10	107.00	1,070.00
Survey Crew & Equipment	30	121.00	3,630.00
Senior Design Technician	20	88.00	<u>1,760.00</u>
			\$6,810.00

Direct Expenses:

Parcel Research Fee -	5	parcels @	\$275.00	=	\$1,375.00
Lodging -	3	nights @	\$90.00	=	270.00
Vehicle Mileage -	200	miles @	\$0.56	=	<u>112.00</u>
					\$1,757.00

2. Guard Fence Grading Improvements Design

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	<u>436.00</u>
			\$786.00

3. Field Check Plans, Cost Estimate & Attendance

Project Manager	2	\$175.00	\$350.00
Design Engineer	2	109.00	218.00
Senior Design Technician	8	88.00	<u>704.00</u>
			\$1,272.00

4. Structural Design & Detailing for Rail End Replacement

Project Manager	2	\$175.00	\$350.00
Design Engineer	4	109.00	436.00
Senior Design Technician	4	88.00	<u>352.00</u>
			\$1,138.00

5. Office Check Plans & Revised Estimate

Project Manager	2	\$175.00	\$350.00
Design Engineer	2	109.00	218.00
Senior Design Technician	4	88.00	<u>352.00</u>
			\$920.00

6. Proposed ROW / Easement Staking, Legal Descriptions & Exhibit Drawings

Project Manager	1	\$175.00	\$175.00
Registered Land Surveyor	1	107.00	107.00
Survey Crew & Equipment	4	121.00	484.00
Senior Design Technician	2	88.00	<u>176.00</u>
			\$942.00

Direct Expenses:

Vehicle Mileage -	100	miles @	\$0.56	=	<u>\$56.00</u>
					\$56.00

7. Final Plans, Contract Documents & Engineer's Estimate

Project Manager	4	\$175.00	\$700.00
Design Engineer	2	109.00	218.00
Senior Design Technician	4	88.00	352.00
Administrative Assistant	4	56.00	<u>224.00</u>
			\$1,494.00

8. Bidding Assistance, Bid Opening Attendance & Bid Tabulations

Project Manager	1	\$175.00	\$175.00
Design Engineer	1	109.00	<u>109.00</u>
			\$284.00

Total for Professional Surveying & Engineering Services	=	\$15,459.00
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Total for Professional Surveying Services	=	\$9,565.00
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Total for Professional Engineering Services	=	\$5,894.00
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MIAMI COUNTY STAFF REQUEST FOR COMMISSION ACTION

SUBMITTED BY: Mark Whelan	REQUESTED MEETING DATE: Wednesday, April 14, 2021
DEPARTMENT: Miami County Fire District #1	REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING
CONTACT INFORMATION: mwhelan@micosheriff.org	PROJECT / REFERENCE NUMBER:

AGENDA ITEM / SUBJECT: New fire apparatus.
ITEM BACKGROUND / DESCRIPTION: Walk around on new engine at Fontana Station and new tanker at Osawatomie station.
REQUESTED ACTION / STAFF RECOMMENDATION: None

BUDGET IMPACT: None		
BUDGET AUTHORITY: \$	REMAINING BUDGET ALLOCATION: \$	
FUND / LINE ITEM: ###-###-####	FUNDS BUDGETED: <input type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL PROJECT: <input type="checkbox"/> YES <input type="checkbox"/> NO

Mark Whelan

April 8, 2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

SIGNATURE:

Steve Lyman

4/8/2021

DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE:

Shane Knull

4-8-21

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