

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

**CMS CONTRACT NO.** \_\_\_\_\_  
**COUNTY INDEX NO.** \_\_\_\_\_

**PROJECT NO. 87 TE-0432-01  
SEDGWICK COUNTY**

**THIS AGREEMENT** is entered into between the Sedgwick County, Kansas (the "LPA" or "Local Public Authority"), as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT) (the "Secretary"). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. 68-169, K.S.A. 68-401 and K.S.A. 68-402b *et seq.* and an agreement between the Parties dated September 19, 2018 Agreement No. 177-18 (the "Primary Agreement"). The LPA and Secretary are collectively referred to as the "Parties."

**RECITALS:**

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

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

**ARTICLE I**

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

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

4. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
5. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.
6. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **"LPA"** means the Sedgwick County, Kansas.
8. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
9. **"Project"** means Project No. 87 TE-0432-01 consists of constructing a multi-use path and bridge over the Wichita-Valley Center Flood Control Project at Meridian Avenue in the City of Haysville and consists of 0.536 miles of Grading, Surfacing and Bridge, which is the subject of the Primary Agreement.
10. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

## ARTICLE II

### **LPA RESPONSIBILITIES:**

1. **Compliance with Approved Project Procedures Manual(s)**. The LPA will provide the Construction Engineering services in accordance with the Project Procedures Manual(s) for the LPA, which the LPA has provided to the KDOT's Bureau of Local Projects for prior approval. Any subsequent changes to the Project Procedures Manual(s) by the LPA during the Construction Engineering inspection of the Project will require prior approval of the changes by the Secretary.

2. **Protective Clothing**. The LPA will require, at a minimum, all personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests.

## ARTICLE III

### **CONSTRUCTION ENGINEERING COMPENSATION:**

1. **Upper Limit of Compensation**. The Parties agree the total estimated costs for Construction Engineering services is \$158,535.21, which is the upper limit of compensation available to the LPA. Reimbursement to the LPA for Construction Engineering services will be based upon actual costs incurred by the LPA. Further, the LPA agrees compensation: (i) will be made in accordance with the Primary Agreement; (ii) may not exceed the estimate listed above

in this paragraph 1; (iii) will be limited to the applicable Federal-aid cost sharing formulae and availability of Federal-aid funds for Construction Engineering; and (iv) and as may be allowed by State Law. Federal-aid participation for the Project is 80%. The LPA authorizes the Secretary to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the Project.

#### ARTICLE IV

##### **FEDERAL REQUIREMENTS:**

1. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the LPA agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

2. **Organizational Registration Requirements.**

(a) **Dun & Bradstreet.** If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(b) **System for Award Management.** The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

3. **Records.** The LPA will make all documents and accounting records pertaining to the work covered by this Agreement available for inspection by the Secretary and/or the FHWA, or their representatives, at the LPA's office for a period of three (3) years after the date of final payment.

**ARTICLE V**

**GENERAL PROVISIONS:**

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Assigned Staff.** The following individuals will be assigned to the Project; to be updated or otherwise revision by written communication to KDOT's Bureau of Local Projects without the need for written amendment to this Agreement:

(a) The Field Engineer for the KDOT will be Mr. Bill Legge, P.E., whose work address is 700 SW Harrison Street, Topeka, Kansas 66603 and work telephone is 785-296-3861.

(b) The Project Engineer/Project Manager for the LPA will be Mr. Daniel Schrant, P.E., Certification Number N/A (expiration date is N/A), whose work address is 1144 South Seneca, Wichita, Kansas 67213 and work telephone is 316-660-1778.

(c) The Chief Inspector for the LPA will be Mr. Linn Copeland, Certification Number 955 (expiration date is 3/3/2021), whose work address is 1144 South Seneca, Wichita, Kansas 67213 and work telephone is 316-207-0999.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors and assigns.

4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

ATTEST:

APPROPRIATE LOCAL OFFICIAL

\_\_\_\_\_  
Sedgwick County Engineer (Date)

\_\_\_\_\_  
Chairperson of Board (Date)  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Sedgwick County Clerk (Date)

\_\_\_\_\_  
Kansas Department of Transportation  
Secretary of Transportation

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael L. Fessinger  
Assistant County Counselor

\_\_\_\_\_  
Catherine M. Patrick, P. E. (Date)  
State Transportation Engineer

## INDEX OF ATTACHMENTS

Special Attachment No. 1	Civil Rights Attachment
Special Attachment No. 2	Contractual Provisions Attachment
Special Attachment No. 3	Estimate of Engineering Fee
Special Attachment No. 4	Listing of KDOT Certified Inspectors
Special Attachment No. 5	Required Contract Provision Certification - Federal Funds - Lobbying

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



State of Kansas  
 Department of Administration  
 DA-146a (Rev. 06-12)

### CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Note: This spreadsheet is available to assist you with your inspection estimate to be forward to KDOT's approval. You may manipulate this form to your satisfaction.

Project No. 87 TE-0432-01  
City of Haysville  
Sedgwick County

Supporting Data Sheet  
for  
ESTIMATE OF ENGINEERING FEE

A. Direct Payroll

Contract Administration

<u>Work Type</u>	<u>Employee</u>	Est. Hrs.	Rate	Extension
1. Field Inspection daily contract documents	Constr. Engineer	200 @	\$38.25 =	\$7,650.00
	Chief Inspector	85 @	\$31.50 =	\$2,677.50
	Inspector 1	1550 @	\$29.00 =	\$44,950.00
	Inspector 2	1240 @	\$21.50 =	\$26,660.00
Subtotal				\$81,937.50
2. On-site Testing	Chief Inspector	17 @	\$31.50 =	\$535.50
	Inspector 1	310 @	\$29.00 =	\$8,990.00
	Inspector 2	310 @	\$21.50 =	\$6,665.00
Subtotal				\$16,190.50
3. Surveying	Surveyor	14 @	\$30.00 =	\$420.00
	Techn(s)	14 @	\$18.50 =	\$259.00
Subtotal				\$679.00
4. Cleanup	Inspector 1	240 @	\$29.00 =	\$6,960.00
				\$6,960.00
5. Final Paper Preparation	Constr. Engineer	17 @	\$38.25 =	\$650.25
	Chief Inspector	17 @	\$31.50 =	\$535.50
	Inspector 1	160 @	\$29.00 =	\$4,640.00
	Inspector 2	160 @	\$21.50 =	\$3,440.00
Subtotal				\$9,265.75
Total Direct Payroll Costs				\$115,032.75

Project No. 87 TE-0432-01  
City of Haysville  
Sedgwick County

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Constr. Engineer	<u>217 @</u>	<u>\$38.25 =</u>	\$8,300.25
Chief Inspector	<u>119 @</u>	<u>\$31.50 =</u>	\$3,748.50
Inspector 1	<u>2260 @</u>	<u>\$29.00 =</u>	\$65,540.00
Inspector 2	<u>1710 @</u>	<u>\$21.50 =</u>	\$36,765.00
Surveyor	<u>14 @</u>	<u>\$30.00 =</u>	\$420.00
Techn(s)	<u>14 @</u>	<u>\$18.50 =</u>	\$259.00
Total Direct Payroll Costs			\$115,032.75
B. Salary Related Overhead <u>35 %</u>			\$40,261.46
C. Total Payroll plus Overhead			\$155,294.21
D. Direct Expenses (Travel, Postage, Misc.)			
Mileage	miles	\$0.100/mile	
Full Size SUV	<u>750 @</u>	<u>\$0.47</u>	\$352.50
Pickup	<u>5450 @</u>	<u>\$0.53</u>	\$2,888.50
Postage & Telephone	<u>      @</u>	<u>      </u>	\$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm)	<u>      @</u>	<u>      </u>	\$0.00
Equipment Rental	<u>      @</u>	<u>      </u>	\$0.00
Total Other Direct Expenses			<u>\$3,241.00</u>
TOTAL FORCE ACCOUNT ESTIMATE			<u>\$158,535.21</u>

The following list of personnel are available to perform the work on Project 87 TE 0432-01 when required.

### Certification and Expiration Dates

[illegible]

REQUIRED CONTRACT PROVISION  
CERTIFICATION - FEDERAL FUNDS - LOBBYING

## Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

## Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this certification is required for participation in this project by Federal Law. For each failure to file a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.


In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM:

  
Michael L. Fessinger  
Assistant County Counselor