

AGENDA SESSION
RENO COUNTY COMMISSION
COMMISSION CHAMBERS OF COURTHOUSE
Tuesday, September 3, 2019
9:00 A.M.

1. Call to Order
2. Pledge of Allegiance to the American Flag and Prayer
3. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
4. Commission and County Administrator Comments
5. Determine Additions to the Agenda. (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)
6. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration).
 - a. Vouchers (bills or payments owed by the county or related taxing units).
 - b. Change Order: 2019-578.
 - c. Appoint Roxie Clark to the Reno County Health Department Advisory Board to fill an unexpired term ending 12-31-2022.

Action – Motion to **approve** the Consent Agenda
_____Hirst _____Sellers _____Bush
7. Action Items
 - a. Agreement with WSP USA Inc., to perform engineering services for three (3) bridge replacements.

Action – Motion to **approve / not approve** an agreement with WSP USA Inc., to provide engineering services for three (3) bridge replacements at a total cost of \$318,300.
_____Hirst _____Sellers _____Bush
8. Additions to the agenda
9. Adjournment

Tax Year: 2018

TAX ROLL CORRECTION - REAL ESTATE
AAELT014

Printed by / Date Time
jami radloff 8/23/2019 11:30:45AM

Taxpayer INTE00016
INTERFAITH HOUSING SERVICES, INC

System Control # 2019000578
User Control # 2019000578
CAMA # 121-02-0-40-11-007-00-0-01

Tax Year 2018
Tract # 10537
Type of Correction Abate

PO BOX 1987
HUTCHINSON, KS 67504

Tax Unit 5 HUTCHINSON CITY / USD 308
Parcel 10537
USD USD 308 OTHER

COLLEGE HILL, S02, T23, R06W, ACRES 1.79,
BLK 13 EXC N 115FT & VAC RD RW

Check Payable to: INTERFAITH HOUSING SERVICES, INC

Property Location 500 W 20TH AVE - HUTCHINSON, KS 67502

APPRAISER SECTION (Value) Aug 23 2019 8:58AM Arianna Hoskinson Approved

Appraised Prior to Correction:				Appraised After Correction:				Net Change
CL	Land	Imp	Total	CL	Land	Imp	Total	
NU	0	0	0	NU	31,930	0	31,930	31,930
RU	31,930	77,740	109,670	RU	0	0	0	-109,670
Total	31,930	77,740	109,670	Total	31,930	0	31,930	-77,740

Assessed Prior to Correction:				Assessed After Correction:				Net Change
CL	Land	Imp	Total	CL	Land	Imp	Total	
NU	0	0	0	NU	3,832	0	3,832	3,832
RU	3,672	8,940	12,612	RU	0	0	0	-12,612
Total	3,672	8,940	12,612	Total	3,832	0	3,832	-8,780
SDX			2,300	SDX			0	-2,300

Comment: REFUND 2018 PUP 8/23/19 AMH

CLERK SECTION (Tax) Aug 23 2019 11:30AM Jami Radloff Order to Print

Tax Prior to Correction			Tax After Correction			Net Change
Levy	Gen Tax		Levy	Gen Tax		
<u>174.72600</u>		<u>2,203.64</u>	<u>174.72600</u>		<u>669.56</u>	<u>-1,534.08</u>
	SDX \$	<u>46.00</u>		SDX \$	<u>0.00</u>	<u>-46.00</u>
SDX Tax Dollars		<u>2,157.64</u>	SDX Tax Dollars		<u>669.56</u>	<u>-1,488.08</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value (no SDX influence)	<u>-8,780</u>	Type of Correction	<u>Abate</u>
Applicable Mill Levy	<u>174.72600</u>	Correction Code	<u>TP</u>
Net Change in Levied Tax Dollars	<u>-1,534.08</u>	Tax Statement #	<u>124066</u>
Net Change in SDX Exemption	<u>-46.00</u>	Owner	<u>INTE00016</u>
Net Change in Total Tax Dollars	<u>-1,488.08</u>		<u>INTERFAITH HOUSING SERVICES, INC</u>
			<u>PO BOX 1987</u>
			<u>HUTCHINSON, KS 67504</u>

Comment:

By order of the Board of County Commissioners of RENO COUNTY
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702)

, Kansas. _____
(Date)

Approved by Commission: _____

Attest by County Clerk: _____



AGENDA REQUEST

AGENDA ITEM: Consider appointment of Roxie Clark to the Reno County Health Department Advisory Board.

PRESENTED BY: Nick Baldetti
Health Department Director

RECOMMENDED ACTION: Appointment of Advisory Board Member

AGENDA DATE: Tuesday, September 3, 2019

EXECUTIVE SUMMARY *(Title or Description, Impact or Goal, Dollar Amount and Funding Source, and Timeframe). Please limit to four (4) sentences.*

Consider appointment of Roxie Clark from Praire Star to replace Doris Coats-Gray. This term will begin immediately and expire December 31, 2022.

APPLICATION FOR APPOINTMENT TO RENO COUNTY
BOARDS/COMMITTEES/COMMISSIONS

Name of Board/Committee/Commission Preference (Please complete one application for each board, commission, or committee membership)

Reno County Health Department Advisory Board

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration term date) NO

Name: Roxie Clark

Residence Address: 7204 Hickory Way

City: Hutchinson State: KS Zip: 67502

Home Phone: ~~620-471-4443~~ Cell-Phone: ~~620-474-4443~~ Email: roxie.k.thomas@gmail.com

Are you presently employed where you may be reached for board, committee or commission purposes? YES

Name of Business: Prairie Star Health Center

Address: 2700 E. 30th Ave.

City: Hutchinson State: KS Zip: 67502

Work Phone: 620-802-0644 Email: clarkr@prairiestarhealth.org

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I am an RN, working in a local medical facility. I've lived here for almost 10 years and would like to see what is best for our County. I will be replacing Doris Coats-Gray.
Thank you!

Roxie Clark

Signature of Applicant

8-15-19

Date



AGENDA REQUEST

AGENDA ITEM: Agreement with WSP USA Inc., Wichita, Kansas to perform engineering services for three (3) Reno County bridge replacements.

PRESENTED BY: Don Brittain, Public Works Superintendent

RECOMMENDED ACTION: Approval and Signature

AGENDA DATE: September 3, 2019

EXECUTIVE SUMMARY *(Title or Description, Impact or Goal, Dollar Amount and Funding Source, and Timeframe). Please limit to four (4) sentences.*

- This agreement with WSP is for design work for the replacement of the following 3 bridges:
Arlington Road Mile 17.55 over North Fork of Ninnescah River;
Sylvia Road Mile 14.99 over North Fork of Ninnescah River; and
4th Avenue Mile 1.85 over Peace Creek.
- The total amount to design all three bridges is \$318,300.00.
- Funding has been allocated in the 006 Special Bridge Fund.
- Bridges to be designed in 2020, anticipated letting February 2021 with construction to begin on one or more bridges in 2021-2022.

PROFESSIONAL SERVICES AGREEMENT
WSP AGREEMENT NO. __

THIS Agreement is made and entered into this _____ day of _____, 2019, by and between Reno County, Kansas, with offices at 600 Scott Blvd., South Hutchinson, KS 67505 (hereinafter called the "OWNER"), and WSP USA Inc. a New York corporation, with offices at 225 N Market Ste 350, Wichita, KS 67202 (hereinafter called "WSP").

WITNESSETH THAT:

WHEREAS, the OWNER desires professional design services (hereinafter called the "SERVICES");

WHEREAS, the OWNER has solicited the services of WSP to design work for the replacement of bridges at Arlington Road Mile 17.55 over North Fork of Ninnescah River, Sylvia Road Mile 14.99 over North Fork of Ninnescah River, and 4th Avenue Mile 1.85 over Peace Creek (hereinafter called the "PROJECT");

WHEREAS, WSP has submitted a partial proposal dated November 4, 2016 which outlined an approach for such PROJECT; and

WHEREAS, the OWNER on July 25, 2019 selected WSP to perform the SERVICES;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

FIRST: EMPLOYMENT OF WSP

The OWNER retains and contracts with WSP to act for and represent it in all engineering matters involved in the performance of the SERVICES, subject to the terms, conditions, and stipulations as hereinafter stated.

SECOND: PROJECT DESCRIPTION

Prepare design plans and specifications for bridge replacements at Arlington Road over North Fork of Ninnescah River, Sylvia Road over North Fork of Ninnescah River, and 4th Avenue over Peace Creek in Reno County, Kansas.

THIRD: SCOPE OF SERVICES

WSP shall render the SERVICES set forth in Exhibit A, attached hereto and made part of this Agreement.

COPY

FOURTH: COMPENSATION

The OWNER shall compensate WSP for the performance of SERVICES under this Agreement and WSP agrees to accept as payment in full for the agreed upon services the lump sum amount of Three Hundred Eighteen Thousand, Three Hundred Dollars and Zero Cents (\$318,300.00).

FIFTH: SCHEDULE

WSP shall perform the SERVICES in accordance with the Schedule set forth in Exhibit B, attached hereto and made part of this Agreement.

SIXTH: PAYMENT

Invoices for interim payments shall be prepared by WSP on WSP's standard form and submitted every four (4) weeks to the OWNER. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of SERVICES rendered for each project during the invoice period to the total of SERVICES to be provided hereunder except the total of the interim payments for services for each listed project cannot exceed 35% of the contract price until Field Check plans are approved by Reno County; payment cannot exceed 65% of the contract price until Office Check plans are approved; payment cannot exceed 95% of the contract price before Final plans are approved; and payment of 100% of the contract price until after the letting for each listed project.

Such invoices shall be paid to WSP by the OWNER within thirty (30) days of presentation to the OWNER.

SEVENTH: DATA TO BE FURNISHED BY OWNER

Data to be furnished by the OWNER to WSP at no cost to WSP consist of as-built bridge plans, SI&A sheets, and bridge folders for three bridges: Arlington Road over North Fork of Ninnescah River, Sylvia Road over North Fork of Ninnescah River, and 4th Avenue over Peace Creek.

EIGHTH: INDEPENDENT CONTRACTOR

WSP represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the OWNER. WSP, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the OWNER by reason of this Agreement.

NINTH: INSURANCE

WSP shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

WSP shall furnish the OWNER with a certificate(s) of insurance showing WSP has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the OWNER.

TENTH: INDEMNITY AND LIMITATION

WSP shall indemnify, defend, and hold harmless the OWNER from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of WSP, its officers, employees, agents, or representatives in the performance of SERVICES under this Agreement. WSP shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the SERVICES hereunder.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by WSP hereunder, the OWNER shall indemnify, defend, and hold harmless WSP from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

ELEVENTH: CHANGES AND EXTRA SERVICES

The OWNER may make changes within the general scope of this Agreement. If WSP is of the opinion that any proposed change causes an increase or decrease in the cost and/or the

time required for performance of this Agreement, WSP shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WSP may initiate such notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article EIGHTEENTH.

The OWNER may request WSP to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and WSP shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The OWNER shall not be liable for payment of any extra services nor shall WSP be obligated to perform any extra services except upon such written amendment.

TWELFTH: DELAYS

WSP shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the OWNER. The OWNER may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond the reasonable control of WSP, and without the fault or negligence of WSP, the time for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. WSP shall provide the OWNER with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by WSP to mitigate the effect of such delay.

THIRTEENTH: TERMINATION

This Agreement may be terminated by either party hereto in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no

fault of the terminating party. This Agreement may also be terminated by the OWNER for its convenience or because the PROJECT has been permanently abandoned. In the event of termination, WSP shall be entitled to payment for the reasonable value to the County of services rendered, taking into account all previous payments made. What constitutes reasonable value to the County shall include the actual costs incurred by WSP up to the effective date of termination and will be determined by mutual agreement of the parties within thirty days following termination. In the event mutual agreement cannot be reached, then both parties shall be entitled to pursue available legal and equitable remedies.

Upon receipt of notice of termination from the OWNER, WSP shall discontinue the SERVICES unless otherwise directed and upon final payment from the OWNER deliver to the OWNER the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by WSP in the performance of this Agreement, whether completed or in process.

FOURTEENTH: OWNERSHIP OF DOCUMENTS

The parties hereto agree that WSP shall retain possession of all drawings, specifications, and other documents when its services have been completed. The OWNER will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this PROJECT to be done by others, or on other projects, without the prior written consent of WSP. Such consent shall stipulate what, if any, additional compensation shall be paid to WSP for such reuse of documents by the OWNER. In no event shall the receipt of such additional compensation operate as a waiver of WSP's rights under Article TENTH.

FIFTEENTH: SUCCESSORS AND ASSIGNS

WSP shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the OWNER.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

SIXTEENTH: NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

SEVENTEENTH: NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO OWNER: Reno County Public Works
600 Scott Blvd.
South Hutchinson, KS 67505
ATTENTION: Mr. David McComb

TO WSP: WSP USA Inc.
225 N. Market Ste 350
Wichita, KS 67202
ATTENTION: Mr. Brad Shores

EIGHTEENTH: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

NINETEENTH: EQUAL EMPLOYMENT

The consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USC § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USC §§ 2000 et seq.); Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto); the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp. and amendments thereto); the County's Affirmative Action ordinances and policies, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the County for such purpose.

COPY

TWENTIETH: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and WSP and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and WSP, effective from the day and year first written above.

**BOARD OF RENO COUNTY COMMISSIONERS,
RENO COUNTY, KANSAS.**

Bob Bush, Chairman

Ron Hirst, Vice-Chairman

Ron Sellers, Commissioner

COPY

Attest:

Reno County Clerk

WSP USA INC.

By: 
for **Agnes Otto**
Area Manager

Exhibit 'A'
Project Scope

A. Project Scope

WSP USA Inc. (WSP) shall provide plans and specifications for replacement of three (3) bridges in Reno County, Kansas:

Replacement of Arlington Road Mile 17.55 over North Fork of Ninnescah River

Conduct ground survey and geotechnical investigation for bridge foundation. Perform hydrology and hydraulic analysis. Provide Right-Of-Way/Easement descriptions. Provide utility coordination for all utilities affected within project limits. Replace the bridge with associated approach roadway, meeting hydraulic requirements. Submit permits to COE, DWR and KDWP. It is not anticipated that a CLOMR is required and is not included in the Project Scope. Roadway work includes grading, paving, seeding, guardrail and traffic control. Provide Engineer's Estimate of Construction Costs, and bid documents including Specifications. Traffic shall be closed during construction. Review structural Shop Drawings.

Replacement of Sylvia Road Mile 14.99 over North Fork of Ninnescah River

Conduct ground survey and geotechnical investigation for bridge foundation. Perform hydrology and hydraulic analysis. Provide Right-Of-Way/Easement descriptions. Provide utility coordination for all utilities affected within project limits. Replace the bridge with associated approach roadway, meeting hydraulic requirements. Submit permits to COE, DWR and KDWP. It is not anticipated that a CLOMR is required and is not included in the Project Scope. Roadway work includes grading, paving, seeding, guardrail and traffic control. Provide Engineer's Estimate of Construction Costs, and bid documents including Specifications. Traffic shall be closed during construction. Review structural Shop Drawings.

Replacement of 4th Avenue Mile 1.85 over Peace Creek

Conduct ground survey and geotechnical investigation for bridge foundation. Perform hydrology and hydraulic analysis. Provide Right-Of-Way/Easement descriptions. Provide utility coordination for all utilities affected within project limits. Replace the bridge with associated approach roadway, meeting hydraulic requirements. Submit permits to COE, DWR and KDWP. It is not anticipated that a CLOMR is required and is not included in the Project Scope. Roadway work includes grading, paving, seeding, guardrail and traffic control. Provide Engineer's Estimate of Construction Costs, and bid documents including Specifications. Traffic shall be closed during construction. Review structural Shop Drawings.

Included with the entire project are a combined six (6) meetings with the client.

B. Provided by WSP

The PROJECT shall be designed as per KDOT standards and specifications, but using County funds for Design. The plans will be prepared in prevailing ENGLISH units. Provide utility coordination consisting of one meeting for each utility within survey limits for the bridge replacement projects. Provide construction cost estimates for each project at all milestone submittals. The construction cost estimates will be based on WSP's professional experience and judgment and shall be deemed to represent WSP's opinion. WSP has no control over the cost of labor, material, equipment and other similar factors that could influence the ultimate construction costs. Thus, WSP does not guarantee that proposals, bids, or the actual facility cost will be the same as WSP's estimate of probable construction cost or that construction costs will not vary from its opinions of probable cost. Proposed temporary traffic control will be developed.

C. Provided by Owner

As-built bridge plans, SI&A sheets, and bridge folders for each of the two bridges.

Provide assistance in obtaining information regarding existing Road Records, Right-Of-Way and Easement. In the event Section Corners cannot be found, Owner will re-establish Section Corners at no expense to WSP.

Roadway pavement design (type of pavement and thickness) will be provided by the Owner.

D. Not Part of This Project

Signalization and street lighting are not part of the scope. Material testing and construction inspection is not included in this scope.

E. Deliverables

1) Field Check Plans

WSP will provide one set of preliminary plans as well as construction cost estimates for the project, for the evaluation and review by the County. One hard-copy and an electronic copy of the Field Investigation Report will be submitted.

2) Office Check Plans

WSP will provide one hard copy and one electronic set of Field Check Plans and Construction Cost Estimates for the bridge site. Field check plans will include bridge details. Road plans will

not include traffic control, erosion control, seeding, pavement marking or cross-sections until the final plan submittal. A traffic control concept will be provided.

3) Final Plans

WSP will provide one hard copy and one electronic set of Final Plans, Specifications and Construction Cost Estimates for the bridge site. After County review, final changes will be made to the plans and Sealed Plans will be submitted with the Specifications.

4) Construction

WSP will provide construction services during each project, consisting of answering up to ten (10) RFI's, reviewing Shop Drawing submittals, and up to two (2) field visits for each bridge replacement. Material Testing and Inspection is not included in this scope. WSP's review of Contractor's submittals is only for the limited purpose of checking for general conformance with the design concept of the project. The review is not for the purpose of determining the accuracy and completeness of details or verifying dimensions and quantities. The approval of the shop drawings does not indicate WSP's approval of Contractor's means and methods, technique, sequence or safety precautions and procedures.

COPY

Exhibit 'B'
Schedule

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated for all three bridges. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the established dates listed, this schedule will be revised to indicate the new tentative letting date and project schedule.

ITEM TO BE COMPLETED	MONTHS TO LETTING	ANTICIPATED COMPLETION DATE
Contract Executed	17	Thursday, September 26, 2019
Field Plans Submitted	12	Thursday, February 27, 2020
Field Plans Complete	10	Thursday, April 23, 2020
Office Check Plans Submitted	7	Thursday, July 23, 2020
Office Check Plans Complete	6	Thursday, August 27, 2020
Final Plans Submitted	3	Thursday, November 19, 2020
Final Plans Complete	2	Thursday, December 17, 2020
Advertise	1	Thursday, January 21, 2021
Letting	0	Thursday, February 25, 2021

COPY