CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	May 27th, 2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-41	
AGENDA TITLE	**FEDERAL-AID STATE-WIDE BRIDGE INSPECTION MASTER AGREEMENT- Agreement No. 78-14.**	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Scott Massman, Superintendent of Engineering	
FISCAL INFORMATION	Cost as recommended:	None
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The Kansas Department of Transportation has established new bridge inspection standards for the City of Coffeyville to agree with. The standards are mostly based for the safety of the traveling public. The city currently has 4 bridges which are now inspected yearly. These bridges are located on West 8th Street, First and Overlook Street, West First Street and West Fourth Street. Our last inspection was performed by Cook Flat and Strobel in December of 2013. A copy of this inspection has been included with this report.	
BACKGROUND		
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		
BOARD OR COMMISSION RECOMMENDATION		
STAFF RECOMMENDATION	Execute Agreement No. 78-14 with the Kansas Department of Transportation.	

Item # I-5

REFERENCE DOCUMENTS ATTACHED	2013 Bridge Report.pdf

RESOLUTION NO. R-14-41

A RESOLUTION TO AUTHORIZE THE SUBMISSION 2014 FEDERAL-AID STATE-WIDE BRIDGE INSPECTION MASTER AGREEMENT TO THE KANSAS DEPARTMENT OF TRANSPORTION.

Be it resolved, by the board of commissioners of the City of Coffeyville, Kansas, that the mayor and the city clerk be AND are hereby authorized to and directed to execute and submit a Federal-Aid, State Wide Bridge Inspection Master Agreement to the Kansas Department of Transportation (KDOT).

ADOPTED THIS 27th DAY OF May 2014.

_____
James Falkner, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

FEDERAL - AID
STATE-WIDE BRIDGE INSPECTION
MASTER AGREEMENT

THIS MASTER AGREEMENT is between **MICHAEL S. KING, Secretary of Transportation,** Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Coffeyville, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

A. Counties, cities and political subdivisions of Kansas are authorized under K.S.A. 68-402b to enter into agreements with the Secretary to enable such entities to participate fully in the benefits to be secured from federal-aid funds, or funds made available from the federal government through the Federal-Aid Transportation Act.

B. The City desires to comply with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS) in the inspection and evaluation of City bridges on public streets and roadways within its jurisdiction which are off of the State Highway System.

C. The City has requested that the Secretary take the steps necessary to complete Critical Feature Inspections and/or Element Level Inspections, as applicable, on designated bridges or bridge structures within the City by obtaining the services of a Consultant to perform such Inspections.

D. The Parties have determined that such Inspections for the City would be most efficiently administered under this Master Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

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

1. **"City"** means the City of Coffeyville, Kansas.

2. **"Consultant"** means any engineering firm or other qualified entity retained by the Secretary to perform the Critical Feature Inspections and/or Element Level Inspections, as applicable, on behalf of the City.

3. **"Critical Feature Inspection(s)"** includes inspection of bridge hinge pins and hangers on City bridges or bridge structures, underwater inspections on City bridges or bridge structures, and fracture critical members inspections on City bridges or bridge structures to be performed by the Consultant, as and when authorized by the Secretary on behalf of the City, on those bridges or bridge structures specifically identified by the Secretary in the "Structure List" - Special Attachment No. 2 for the year designated therein.

4. **"Element Level Inspection(s)"** is a bridge condition assessment process based on the use of the AASHTO commonly recognized (CoRe) elements and agency non-CoRe elements, their description, definition, units of measure, condition states and feasible actions on City bridges or bridge structures to be performed by the Consultant, as and when authorized by the Secretary on behalf of the City, on those bridges or bridge structures specifically identified by the Secretary in the "Structure List" - Special Attachment No. 2 for the year designated therein.

5. **"Effective Date"** means the date this Master Agreement is signed by the Secretary or the Secretary's designee.

6. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.

7. **"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.

8. **"Master Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

9. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

10. **"Participating Costs"** means expenditures for items or services which are an integral part of Critical Feature Inspection or Element Level Inspection activity as reasonably determined by the Secretary.

11. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.

12. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Administration by KDOT.** The Secretary shall select and retain the Consultant to perform Critical Feature Inspections and/or Element Level Inspections, as applicable, under the terms of this Master Agreement. The Secretary further agrees, as agent for the City, to administer each inspection activity in accordance with this Master Agreement, to negotiate with and report to the FHWA and administer the payments due the Consultant, including the portion of the cost borne by the City.

2. **Consultant Contract.** The Consultant's costs for inspections will be based on rates negotiated and approved by the Secretary, for services rendered, to include actual time of field Critical Feature Inspections and/or Element Level Inspections at each bridge or bridge structure and office evaluation, plus depreciation of equipment, per diem, and other related expenses.

3. **Critical Feature Inspection and/or Element Level Inspections List(s).** On an annual basis, the Secretary will provide to the City the list of bridges or bridge structures within the City that will be subject to Critical Feature Inspections and/or Element Level Inspections, as applicable, for the designated year, identifying the bridges or bridge structures to be inspected and their location, the type of inspection, and the associated estimated cost to the City. The list and cost estimate will be provided in the form shown in "Structure List" - Special Attachment No. 2, the current approved form being attached to this Master Agreement for reference purposes.

4. **Final Inspections Reports.** The Secretary will require the Consultant to provide the City with a copy of a final inspections report for each bridge or bridge structure inspected under this Master Agreement.

5. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of each inspection per bridge structure as identified in the "Structure List" - Special Attachment No. 2 for the designated year. The Secretary shall not be responsible for any Non-Participating Costs.

6. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all inspection costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **General Authorization.** All inspections under this Master Agreement shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the inspections are hereby authorized, adopted, ratified and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City 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 inspections.

2. **Inspection Authorization.** The City authorizes the Secretary to utilize the City's federal aid for purposes of obtaining Consultant services to complete the inspections of the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2 for the year designated therein.

3. **Legal Authority.** The City agrees to adopt all necessary ordinances or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Master Agreement.

4. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the inspections.

5. **Critical Feature Inspection and/or Element Level Inspection List- Additional Bridges.** In any given year, additional bridges or bridge structures in need of Critical Feature Inspection and/or Element Level Inspections may be identified by the Secretary, the City, or the Consultant. The City agrees the additional bridges or bridge structures will be included in a revised "Structure List" - Special Attachment No. 2, to be issued by the Secretary for the year designated therein. The City's share of costs for inspections of the additional bridges or bridge structures will be determined in the same manner as the initial list for that designated year, and such additional inspections will be subject to the terms in this Master Agreement in all respects.

6. **Drift and Debris Removal.** The City shall initiate and proceed with diligence to remove or require the removal of any drift and debris from the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2, prior to any inspection occurring and will accomplish any drift and debris removal within a time sufficiently short to allow any scheduled inspections to occur without delay.

7. **Repair Action.** If the Consultant discovers any bridge conditions that require repair, the Secretary will require the Consultant to promptly inform the City of the discovered conditions. The Consultant will be available to the City to prepare repair action documents, assist in selecting a contractor and to inspect the actual repair operation. Any use of the Consultant's services to perform the tasks outlined in this paragraph must be approved by the City and will be deemed Non-Participating Costs by the Secretary under this Master Agreement.

8. **Financial Obligation.** For any given year, the City will be responsible for twenty percent (20%) of the total actual costs of Critical Feature Inspection and/or Element Level Inspection services per bridge or bridge structure as identified in a "Structure List" - Special Attachment No. 2 for the year designated therein. Further, the City agrees to pay any Non-Participating Costs incurred for such inspections.

9. **Remittance of Estimated Share.** The City shall deposit with the Secretary the City's estimated share of the total inspection expenses for the designated year as identified in the "Structure List" - Special Attachment No. 2 within thirty (30) days of receipt of the "Structure List" – Special Attachment No. 2.

10. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

11. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the inspections to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for any major expense associated with the inspections.

12. **Cancellation by City.** If the City cancels an inspection activity, the City will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation.

ARTICLE IV

GENERAL PROVISIONS:

1. **Term and Termination.** This Master Agreement will remain in effect for one (1) year from Effective Date, at which time this Master Agreement will automatically renew for an additional one (1) year term on every anniversary of the Effective Date of this Master Agreement unless a party notifies the other party in writing not less than sixty (60) days prior to the anniversary of the Effective Date of its intent to terminate this Master Agreement. If this Master Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Master Agreement prior to the effective date of termination, including all non-cancellable obligations.

2. **Inspection Standards.** All Critical Feature Inspections and Element Level Inspections will be performed in accordance with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS), the latest version of KDOT Bridge Inspection Program Manual, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), and with the rules and regulations of the FHWA pertaining to such inspections.

3. **Incorporation of Structure Lists.** Each "Structure List" - Special Attachment No. 2 issued by the Secretary, to include any revised or corrected list, will be deemed incorporated into and made a part of this Master Agreement without the need for a separate written amendment.

4. **Cash Basis and Budget Laws.** Nothing in this Master Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 et seq.) and the Kansas Budget Law (K.S.A. 7925 et seq.) and at all times should be construed and interpreted so as to ensure that the City is at all times in compliance with such laws.

5. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Master Agreement.

6. **Contractual Provisions.** 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 hereof.

7. **Headings.** All headings in this Master Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Master Agreement and all contracts entered into under the provisions of this Master Agreement shall be binding upon the Secretary and the City and their successors in office.

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

The signature page immediately follows this paragraph.

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

ATTEST:

CITY OF COFFEYVILLE, KANSAS

_____
CITY CLERK (Date)

_____
MAYOR

(SEAL)

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

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

FEDERAL-AID
STATE-WIDE BRIDGE INSPECTION
MASTER AGREEMENT
Project No. _____

20_____

Structure List

"Special Attachment No. 2"

BRIDGE NUMBER	TYPE	LOCATION DESCRIPTION	ESTIMATED COST

TYPE- UW (Underwater), P&H (Pin and Hanger), FC (Fracture Critical), CoRe (Element Level)

Issued: _____ (date)

By: _____
Bridge Section, Bureau of Local Projects

KANSAS DEPARTMENT OF TRANSPORATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

   (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

   (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.

   (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

   (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

   (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

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.

COFFEYVILLE
BRIDGE INVENTORY AND APPRAISAL

Common Abbreviations:

CMP-	Corrugated Metal Pipe
LWC-	Low Water Crossing
P/S-	Prestressed
RC Slab-	Reinforced Concrete Slab
RCB -	Reinforced Concrete Box
RCDG -	Reinforced Concrete Deck Girder
RCFS -	Reinforced Concrete Flat Slab
RCHS -	Reinforced Concrete Haunched Slab

Coffeyville Bridge Inventory and Appraisal

Bridge Location	Structure Description	Suff. Rating %	Est. Const. Date	Rdwy Width (Ft)	Open-ing (Ft)	ADT	Condi-Tion	Insp. Interval (Mo's)	Weight Limit	Remarks	Recommendations
8th and Cline	27'-36'-27' RCHS	80.3	1984	28.0	12.0	5950	Good	24	20	Settlement in sidewalk approach NE, heavy growth around structure	Cut trees growing north side
Norwood and 4th	30'-40'-30' RCHS	95.1	1993	30.0	14.0	1500	Good	24	20		
1st and Warwick	33'-44'-33' RCHS	96.2	1990	30.0	15.0	930	Good	24	20		
Overlook and Edgevale	30'-50'-30' Cont. Steel beam	61.7	1965	26.0	15.0	900	Fair	24	14	Rock protection placed on south berm	

Part I - Abbreviated Inventory

B. Deletions from Inventory:

No bridges were deleted from the inventory.

Note: As per KDOT memorandum BLP-MEMO 97-14, low water crossings are not considered bridges, and therefore are no longer inspected for inclusion in the National Bridge Inventory data or KDOT files.

C. Additions to Inventory:

No bridges were added to the inventory

Part II – Repairs and Maintenance

The following is a summary of our recommendations for repair and maintenance of individual bridges. It should be noted these repairs might be necessary to reduce future expenditures for maintenance. A narrative summary of each bridge is provided for your reference. Each summary gives a brief description of the structure and maintenance or repairs required. If the structure is recommended to be replaced an estimated replacement cost for the structure is provided.

A. RECOMMENDATIONS FOR COFFEYVILLE BRIDGES

8TH AND CLINE
STATE BRIDGE NUMBER 405350630504001

The 27'-36'-27' RCHS with a 28.0' roadway that was built in 1984 is in good condition. There is moderate wear and cracking to the deck surface with some concrete popped out. The deck should be repaired with an epoxy chip seal overlay. There is settlement in the sidewalk NE corner. Cut trees growing on the north side. The bridge does not require posting.

NORWOOD AND 4TH
STATE BRIDGE NUMBER 505350630000002

The 30'-40'-30' RCHS with a 30.0' roadway that was built in 1993 is in good condition. There are no repairs needed at this time. The bridge does not require posting.

1ST AND WARWICK
STATE BRIDGE NUMBER 405350630512003

The 33'-44'-33' RCHS with a 30.0' roadway that was built in 1990 is in good condition. There is light wear to the deck. There is settlement in the sidewalk on east approach. The bridge does not require posting.

Part II – Repairs and Maintenance

OVERLOOK AND EDGEVALE
STATE BRIDGE NUMBER 405350630503004

The 30'-50'-30' Continuous Steel Beam Bridge with a 26.0' roadway that was built in 1965 is in fair condition. The deck has a asphalt overlay surface, there is exposed steel in the curbs, and there are transverse cracks in the deck underside. The deck drains are partly blocked by debris that should be cleared out. Rock protection has been placed on the south berm to control erosion. Leak and erosion at outlet pipe SW has been repaired. The bridge is posted 14 tons.

Part II – Repairs and Maintenance

D. Object Markers and Low Water Crossing Signing:

The City should attempt to maintain Type 3 object markers at all bridge quadrants. It is in the best interest of the County to install the markers to warn the motorist of hazardous obstructions near the edge of the roadway. The inspection update sheet in the individual bridge folder provides information on the status of hazardous markers at each bridge site.

The City should also provide the proper signing of Low Water Crossings. The typical signing is shown on page 89.

Note: As per KDOT memorandum BLP-MEMO 97-14, low water crossings are not considered bridges, and therefore are no longer inspected for inclusion in the National Bridge Inventory data or KDOT files.