



**DOUGLAS COUNTY, KANSAS**  
 Administrative Services  
 Division of Purchasing  
 1100 Massachusetts, Unit 301  
 Lawrence, KS 66044-3064

**INFORMAL RFP NO: 20-F-0019**  
**DATE: December 30, 2020**  
**PURCHASING DIRECTOR:**  
 Jackie Waggoner, CPPB, C.P.M.  
**PHONE NO: (785) 832-5286**  
**FAX NO: (785) 838-2480**  
**EMAIL: jwaggoner@douglascountyks.org**

**RETURN RFP NO LATER THAN:**  
**OPENING DATE: January 28, 2021**  
**OPENING TIME (Central Time): 3:00 p.m.**

**RETURN RFP TO:**  
 Douglas County Purchasing  
 1100 Massachusetts  
 Lawrence, KS 66044  
 Or jwaggoner@douglascountyks.org (reference  
 project number in subject line)

**DESCRIPTION: Recon/Intensive Survey Clinton Twp.**

**To respond to this informal RFP**

**INVOICE DISCOUNT TERMS**

Is a discount offered for prompt payment of invoices? **YES**  **NO**

If yes, please complete information below.

**VENDOR TERMS: \_\_\_\_\_ %**

**DISCOUNT PERIOD \_\_\_\_\_ DAYS**

**NET \_\_\_\_\_ DAYS**

**BY**

**THE BOARD OF COUNTY COMMISSIONERS**

**Patrick Kelley, Chair**

**Shannon Portillo, Member**

**Shannon Reid, Member**

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## 1. General Requirements

### 1.1 Scope of Work

Douglas County is soliciting informal proposals from qualified individuals to complete a Reconnaissance Survey and an Intensive Survey that includes the natural, cultural and historic resources of Clinton Township. Oversight for this project will come from the Douglas County Heritage Conservation Council's Survey Committee. The completion of this survey and inventory will aid the Lawrence/Douglas County Metropolitan Planning Department in the identification of natural, cultural and historic resources as outline in the Preservation Plan Element of Horizon 2020 (this document may be found at <http://www.lawrenceks.org/pds/hr-hph2020element>). The Intensive Survey portion of this project is partially funded by the Kansas State Historic Preservation Office through a Heritage Preservation Fund grant.

### 1.2 Contact Information

Jackie Waggoner, Division of Purchasing, (785) 832-5286,  
[jwaggoner@douglascountyks.org](mailto:jwaggoner@douglascountyks.org)

### 1.3 Insurance

The awarded bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability and Worker's Compensation Insurance with limits of not less than those set forth below:

#### **Comprehensive General Liability Insurance:**

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage and listing Douglas County as an additional insured.

#### **Workers' Compensation Insurance:** Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

#### **1.4 Travel**

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

#### **1.5 Vendor Qualifications**

Demonstrated past experience successfully completing similar projects.  
Must have established and occupied an office for a period of not less than three (3) years prior to proposal date.

#### **1.6 Submission**

Informal proposals may be submitted to the **Douglas County Purchasing, 1100 Massachusetts Unit 301 (3rd floor), Lawrence, KS 66044** by the date and time indicated on the cover page or by email at **[jwaggoner@douglascountyks.org](mailto:jwaggoner@douglascountyks.org)**

#### **1.7 Proposals**

Proposals will be opened at the date, time, and place listed on the cover page but are not made public record until an award has been made.

#### **1.8 Kansas Legal Requirement**

All successful bidders and their subcontractors, whether they be individual, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including, as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-10008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in this state in an amount of at least \$1,000 (id.), appointment of the Secretary of State as its agent for tax purposes (id.), and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

#### **1.9 Project Timetable**

Bidders are required to identify their projected timeframe to prepare a historic resources Reconnaissance Survey and an Intensive Survey of Clinton Township to be completed by July 31, 2021.

#### **1.10 Negotiations**

Following review of the proposals, the County intends to enter contract negotiations with the selected consultant. Negotiations may include any aspect of services and fees. If negotiations are unsuccessful within a reasonable period of time, the County may open negotiations with the next bidder being considered.

### **1.11 References**

Provide a minimum of two references to include company name, contact person, telephone number, email address, and description of service that has been provided, on a similar scope of contract as that being requested.

### **1.12 Evaluation Criteria**

Evaluation criteria will include (not prioritized):

1. Complete proposal and overall presentation.
2. The bidder's ability to meet the National Park Service Professional Qualifications Standards.
3. Demonstrated understanding of the proposed project and desired outcomes.
4. Desirability of project approach and methodology.
5. Demonstrated ability to connect with the community and advocate for the project with the community.
6. The ability of the consultant to complete the proposed project.
7. Quality of previous projects of a similar nature.
8. Cost.
9. Strength and credibility of references.
10. Expectation of Douglas County staff assistance in the completion of the project.

### **1.13 Contract Award**

A contract will be awarded to the vendor submitting the best proposal as determined by the officials of Douglas County in accordance with the evaluation criteria listed above. Douglas County reserves the right to accept or reject any or all proposals.

### **1.14 Payment**

Payment will be made within thirty (30) days of acceptance of work. Invoices should be submitted to Douglas County Purchasing, 1100 Massachusetts, Lawrence, KS 66044-3064. The County may agree to progress payments based upon material purchased and/or percentage of work completed. This will be finalized with the awarded contractor.

### **1.15 Prime Contractor**

If the proposal is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the proposal as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the proposal. The Prime Contractor will be responsible for all aspects of service.

**1.16 Project Timetable**

*Tentative timeline:*

Issue – Mail RFP	December 30, 2020
Open RFP’s	January 28, 2021 at 3:00 PM (CT)
Interviews	February 2021
County Approval	February 2021
Begin Project	March 2021
Project Completion	July 31, 2021

**1.17 Pricing**

All prices proposed shall be valid for ninety (90) days from closing date.

## 2. Specifications

### NATURAL, CULTURAL & HISTORIC RESOURCES RECONNAISSANCE SURVEY AND INTENSIVE SURVEY IN CLINTON TOWNSHIP

#### Project Description

##### Project Background

In an effort to enhance natural and cultural heritage initiatives within Douglas County, the Douglas County Board of County Commissioners approved the creation of the Douglas County Heritage Conservation Council in 2011. One initiative of the Heritage Council is to facilitate a comprehensive countywide natural, cultural and historic survey. Because surveying the County in one year would be costly and highly resource intensive, the Council has implemented a systematic multi-year survey approach.

##### Scope of Work

The Douglas County Heritage Conservation Council is soliciting proposals from individuals or firms qualified to complete a Reconnaissance Survey and an Intensive Survey of the natural, cultural and historic resources of Clinton Township. The bidder must indicate survey scope and provide justification. The bidder shall indicate survey scope being proposed (including geographic area covered, period of architectural and historic development, and approximate number of properties) and provide justification for adjustments to the requested scope. We estimate there will be approximately 100 properties to be surveyed.

##### Township Background

Clinton Township is located in the western portion of Douglas County, Kansas. As of the 2000 census, Clinton Township's all rural population was 653 residing in 253 households. Clinton Township covers an area of 40.63 square miles (105.2 km<sup>2</sup>) and contains no incorporated settlements. According to the [USGS](#), Clinton Township contains one cemetery, Clinton, however, in 1906 two cemeteries were listed in Clinton Township including Clinton Cemetery (5 acres) and the Swedish Cemetery (1 acre). [Kansas Cemeteries, 1906 - Kansas Historical Society \(kshs.org\)](#)

Clinton Cemetery - <http://www.ksgenweb.org/archives/douglas/cemeteries/clinton.htm>

Swedish Cemetery – includes a Quantrill's Raid victim -  
<http://www.ksgenweb.org/archives/douglas/cemeteries/sjhcem.htm>

The stream of Elk Creek runs through this township. Clinton Lake covers 9.9 square miles and is owned by the U.S. Government/Army Corps of Engineers.

Most common first ancestries reported in Clinton Township: German (27.5%) English (27.0%) United States or American (9.7%) Irish (8.7%) Slavic (8.2%) Norwegian (3.7%) Polish (3.0%)

Read more: <http://www.city-data.com/township/Clinton-Douglas-KS.html>

## **Places of interest**

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- Bloomington Beach Area - The Wakarusa River Valley Museum is operated by the Clinton Lake Historical Society, at Bloomington Beach and features photographs and histories of small towns that were displaced by the building of Clinton Lake and the damming of the Wakarusa River. The museum shares the history of the Underground Railroad, the stories of the towns lost in the building of Clinton Lake, and many other important historical themes.
- Saunder's Mound, at Clinton Lake Overlook Park, was once a popular community gathering place for the former town of Sigil and was used for picnics and firework displays.
- The Village of Clinton - Situated on a rolling prairie, between Rock Creek and the Wakarusa River about nine miles southwest of Lawrence, Clinton Township's first settlement was made here in June, 1854 by John Beam, N. Alquire and M. A/bin. Later, a Mr. Spradling, Lyman Sawyers, L.H. Boughton and G.W. Umberger moved into the vicinity. The post office was established at Bloomington about a mile east of Clinton, July 11, 1855, Harrison Burson being appointed first Postmaster. This post office was discontinued and one established at Clinton, August 30, 1858, with J.A. Beam, Postmaster. A store was opened by Mr. Beam in June, 1854, on the north side of the public square. In 1858, Clinton competed for the location of the county seat.

The Heritage Conservation Council envisions a comprehensive survey that considers cultural resources in terms of period, theme, property type, architectural form and style within the project area. The survey will consider all periods of architectural and historic development from the period of first colonial European presence to circa 1970. Significant themes of historical and architectural development will be identified, and resources will be related to these themes. The survey will identify buildings and structures that are architecturally and historically significant in the history and development of the communities. The survey will include both representative and outstanding examples of the building forms, types, and styles present in the communities including homes, barns and outbuildings, rock fences and hedge rows, dugouts, cellars, wells, bridges, quarries and ruins.

We encourage bidders to be aware of natural resources and their influence on cultural development. Natural areas are being lost to residential and commercial development, or through conversion to non-agricultural uses. Therefore, natural landscapes with ecological, biological, geological, and historical significance should also be included unless otherwise identified in other GIS databases. The council is especially interested in the bidder being alert to woodlands, intact tallgrass prairie, wildlife habitat, and waterways so as to add these to the state survey database. It is expected that the bidder will involve area residents of Clinton Township as well as other qualified individuals in researching the area to be surveyed. Properties that are potentially eligible for the National Register will be identified during the Reconnaissance Survey and entered into the KHRI database. A preliminary listing of properties and owners will be provided to the consultant by the Heritage Conservation Council in cooperation with the Douglas County Appraiser's Office and the Kansas State Historic Preservation Office.

The bidder will provide a completed historic resources form for each structure and or property included in the survey area. The completion of this form will include property ownership, legal description, building description, construction dates, historic documentation, architect/builder, style and form information, material information, and latitude/longitude information. A sketch of the site plan and complete photographic documentation will also be required for each property. Photographic documentation shall be in compliance with the National Park Service policy and include tiff formatted photographs.



Douglas County's GIS staff will provide assistance with the design and completion of the survey maps that are necessary for the project and the closing report.

To inform the public of the survey and presentations, the bidder and the HCC program coordinator will produce a letter (approved by the Douglas County HCC) to all property owners in Clinton Township that will be mailed approximately three weeks prior to the initial public presentation and prior to the start of survey field work. Letters will be mailed from the Douglas County Courthouse.

Each phase of the project will require two public presentations. One presentation will occur near the beginning of the project and inform the public of the upcoming work (providing a three- week meeting notice/letter). The second presentation will highlight survey findings. This will occur for the Reconnaissance Survey and the Intensive Survey. The Heritage Conservation Program Coordinator will provide assistance with the required public meetings/Zoom meetings.

The bidder will be responsible for providing monthly updates on the project to the Heritage Conservation Program Coordinator and the completion of a closing grant report for each phase of the project (in digital and printed formats - twelve copies of each report shall be provided).

Please refer to the HPF Grant-Funded Survey Requirements – Addendum #1.

### **Items Required for Project Closing**

**Invoices.** Original invoices from contractors are required.

Grant closing report must also include:

- 1) A project report document (12 copies in color/one-sided) to include:
  - a. Methodology.
  - b. Survey summary which compiles the information gathered on the survey forms and present the information related to form type and style divisions. The style and form type divisions will be based on those presented in *A Field Guide to American Houses* by Virginia and Lee McAlester.
  - c. List of surveyed properties, natural and cultural resources and corresponding maps.
- 2) Completion of downloaded survey forms into the Kansas State Historical Society (KSHS) survey database (<http://khri.kansasgis.org/>) a digital color copy of the survey to be provided to the Heritage Conservation Council Office, and all research documents relating to properties shall be scanned as pdf documents and loaded into the KHRI database.
- 3) Review of the public information session to introduce the project to the public and a public information session to present the survey. All digital photos will be taken in Tiff format and provided to the HCC Program Coordinator on a thumb drive or CDs along with, photo log sheets, maps, research materials, contact information for residents expressing interest in cultural resource conservation, and additional photographic and archival materials collected as part of the survey process.

### **Project Performance Criteria**

The grant closing materials shall meet the approval of both the Kansas Historic Preservation Office and the Douglas County Heritage Conservation Council. Written progress reports shall be submitted on a monthly basis to the Heritage Conservation Coordinator.

The milestones for each phase of this project will be as follows:

- Milestone #1 – Identification of sites and properties to be surveyed in agreement with DC HCC/SHPO for Reconnaissance and Intensive Surveys
- Milestone #2 - Complete survey records entered into the KSHS interactive online database known as KHRI (Kansas Historic Resource Inventory) for both Reconnaissance and Intensive Surveys
- Milestone #3 – Draft summary document and submission of materials to Heritage Conservation Program Coordinator for both the Reconnaissance and the Intensive Surveys included in this project.
- Milestone #4 – Final Report completed

### **Travel Reimbursement**

This project does not include a separate mileage/travel reimbursement.

### **Project Goal:**

- The project's goal is to aid the Lawrence/Douglas County Metropolitan Planning Department's efforts to 1) "expand the [natural and] cultural resource survey process to identify important resources to be considered in all city and county planning processes" and 2) "conserve the rural character of unincorporated Douglas County in strategic areas" (Horizon 2020: 1-6; 1-10).

### **Project Objectives:**

- **Conduct Reconnaissance Survey of Clinton Township** to identify, record and evaluate natural, cultural and historic resources.
- Hold two public meetings (via Zoom or in person)
- **Conduct Intensive Survey of Clinton Township** to identify, record and evaluate natural, cultural and historic resources.
- Hold two public meetings (via Zoom or in person)

### **Project Outcome:**

- Identification of natural, cultural and historic resources to be considered in all city and county planning processes.
- Update of the Kansas Historic Resources Inventory (KHRI) for Clinton Township.
- Increased community awareness of natural, cultural and historic resources and the importance of preservation.
- Property owners will receive information regarding the listing of properties on the state and National Register.

- Property owners will receive information about the Federal Historic Preservation Tax Credit Program and the Kansas Tax Credit program



## **Addendum #1**

### **HPF Grant-Funded Survey Requirements FY2020**

Survey projects funded by the Historic Preservation Fund (HPF) through the State Historic Preservation Office (SHPO) of the Kansas Historical Society (KSHS) must result in specific products as outlined below to qualify for reimbursement. The SHPO uses National Register Bulletin 24, “Guidelines for Local Survey: A Basis for Preservation Planning” as the standard for grant-funded surveys. Using Bulletin 24’s definition, grant-funded surveys will be more “intensive” rather than “reconnaissance” in nature unless otherwise determined upon consultation with SHPO. Failure to submit products as outlined may result in reduced reimbursement or termination of the grant project agreement without reimbursement.

### **Survey Record Submittal**

All survey forms shall be submitted online through the Kansas Historic Resources Inventory (KHRI) at [khri.kansasgis.org](http://khri.kansasgis.org). These forms shall include complete survey information, digital images, and site plans. KSHS does **not** require hard copy, printed forms nor should such forms be submitted. Survey information can be submitted individually or by using the provided Excel spreadsheet, which will be uploaded to the KHRI by SHPO staff.

### **Survey Information**

All fields in the online survey form shall be filled out as completely as possible. At a minimum, provide the following:

- Address or location information (latitude and longitude for multiple resources on the same parcel)
- Resource names (both historic, if known, and current). Please justify the use of the name in comments.
- Basic physical description of each resource surveyed in sentence form
- Condition of the property utilizing both the drop-down choices **and** notes
- Basic archival research to address historic function/significance and changes to the property over time (e.g., Sanborn maps, atlases, directories). If no information is discovered through a basic search, a note should be included in the General Remarks stating which sources were referenced.
- Owner information
- State/National Register eligibility and **explanation** of that determination.

Before entering new information, a thorough search shall be done for existing properties in the KHRI; any existing entries must be edited instead of creating new entries. Existing entries should NOT be included if you choose to upload data via a spreadsheet and the assistance of SHPO staff. Data entry shall follow the instructions detailed in the KHRI Tutorial and pop-up tooltips on the Spreadsheet and/or Enter New and Edit pages.

### **Images**

Survey forms shall include multiple digital images of each property. Contact the SHPO staff for examples of acceptable images. Images must meet the following specifications to be accepted:

- Images shall be clear, in-focus, and cover each elevation of the property, as well as all outbuildings, depending on permission to access property (a minimum of 4 photos per building is suggested).
- Minimal visual intrusions (e.g., cars, trees, signs) shall be present in photographs.
- Each resource surveyed shall be photographed close enough to see building details. This may require additional images beyond the four taken for overall coverage.
- Overall streetscape images are acceptable in addition to but not instead of individual images of each building.
- JPG format
- Pixel dimension on your camera should be at least 2200 x 1500
- Name image files according to KSHS protocol:  
CountyAbbreviation\_City\_PropertyNameorAddress\_Photo number.

**Example: SN\_Topeka\_100Main\_01 or SH\_Topeka\_SmithBuilding\_01.**

- Each image must also have a caption using this format: Property Name or Address. City, County, State. View. Photographer. Date.

**Example: 2 N Main St. Caldwell, Sumner County, Kansas. Southwest View. Mike Konold. 6/25/1970.**

- Upload resized JPGs to KHRI (dimensions shall not exceed 800 dpi wide at 300 dpi)
- Send full-size TIFFs to KSHS (including site plans), preferably with the draft survey report.

**Site Plans**

Each survey form should have a site plan. Site plans can be hand drawn or computer-generated. Aerial images are also acceptable provided that the building outline is clearly visible. Contact the SHPO staff for examples of acceptable site plans.

- Upload to KHRI. Files in JPG format are preferred.
- Name file according to KSHS file naming protocol:  
CountyAbbreviation\_City\_PropertyNameorAddress\_SitePlan.

**Example: SN\_Topeka\_100Main\_SitePlan or SN\_Topeka\_SmithBuilding\_SitePlan.**

- Submit site plan files in TIFF file format along with digital images to SHPO
- Clearly indicate which building on the plan is the focus of the inventory record. This can be done with a highlighted box or arrow, for example.

Required Site Plan elements:

- North arrow
- Street on which the building or structure is addressed
- Footprint of the building or structure
- Any ancillary structures
- Any notable site elements, e.g., a stone fence, drive
- Scale (if no scale used, write “Not to scale.”)

**Survey Report**

The survey report must include the following components. See the [HPF Products Manual](#) for a detailed description of each item.

- 1) Methodology Discussion including why some resource may have been chosen for additional attention
- 2) Historical Summary and Architectural Analysis
- 3) Recommendations
- 4) List of Surveyed Properties
- 5) Maps

**A draft survey report must be submitted to KSHS and grantee at least two months before the contract end date to allow enough time for review, comments, and edits.**

### **Meetings with SHPO Staff**

Consultants and Grant Project Administrators shall meet with SHPO staff at least twice during the grant period. Meetings may be in-person or via conference call or online conferencing.

- 1) Initial Meeting – Scheduled at the point when the project consultant has been chosen by the grantee. The purpose of the meeting is to go over the project parameters and confirm that project requirements can be met.
- 2) Review of KHRI upload – Once the consultant has completed upload of information to KHRI, a meeting will be scheduled with SHPO staff to go through the uploads. The purpose of the meeting is to do a quick review of the inventory records, point out any missing information, and discuss eligibility recommendations. Any deficiencies can be addressed by the consultant and then incorporated into the draft survey report.

### **Additional Submittals**

In addition to the online survey forms, the following items should also be submitted to KSHS:

- Full-size digital images & site plans in TIFF file format on CD/DVD, thumb drive, or via file share.
- One (1) digital copy of the final survey report submitted in PDF format on CD/DVD, thumb drive, or via file share.

### **Funding Acknowledgement and NPS Regulations**

“This survey project has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas Historical Society.

This project receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, DC 20240.”

Contract Details:

1. Contracts for more than \$10,000 shall contain suitable provisions for termination by the grant recipient, including the way it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
2. All contracts awarded in excess of \$10,000 by grant recipients and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).
3. All negotiated contracts awarded by grant recipients shall include a provision to the effect that the Kansas Historical Society, the Department of the Interior, the Comptroller General of the United States, or any of their dully authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for making audit, examination, excerpts, and transcription. Grant recipients shall require contractors to maintain all required records for three years after grant recipients make final payments and all other pending matters are closed.
4. Contracts may not contain provisions that allow the consultants to retain exclusive copyright of the project products. The grant recipient may retain copyright but must allow the Kansas Historical Society and the Department of the Interior full access to the resulting materials as specified in the grant agreement.
5. **All contracts** must contain the following three provisions:
  - (a) The contractor shall not use his or her position for the actual or apparent purpose of private gain (other than payment for services rendered) for herself or another person, particularly one with whom she has family, business, or financial ties.
  - (b) The contractor shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for private gain for himself or herself or another person, particularly one with whom he or she has family, business, or financial ties.
  - (c) The contractor shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his or her participation with the recipient, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest

**Addendum #2**

**Clinton Township Initial Property/Building List (Douglas County Appraiser's Office)**

R33263	House	1964	957 E 900 RD, , KS
R33263	Tool Shed	1965	957 E 900 RD, , KS
R33266	House	1920	975 N 1000 RD, , KS
R33266	Barn, General Purpose	1940	975 N 1000 RD, , KS
R33266	Site Improvements	1940	975 N 1000 RD, , KS
R33266	Residential Garage - Detached	1950	975 N 1000 RD, , KS
R33266	Lean-to, Farm Utility	1960	975 N 1000 RD, , KS
R33453	House	1920	247 N 1250 RD, , KS
R33453	Tool Shed	1920	247 N 1250 RD, , KS
R33453	Farm Utility Storage Shed	1950	247 N 1250 RD, , KS
R33494	Barn, General Purpose	1920	21-13-18, , KS
R33494	Farm Utility Storage Shed	1930	21-13-18, , KS
R33494	Tool Shed	1930	21-13-18, , KS
R33524	House	1890	596 N 1200 RD, , KS
R33532	Site Improvements	1930	598 N 1190 RD, , KS
R33532	Site Improvements	1960	598 N 1190 RD, , KS
R33532	Retail Store	1900	598 N 1190 RD, , KS
R33532	living Area	1930	598 N 1190 RD, , KS
R33535	House	1900	1187 E 596 RD, , KS
R33535	Tool Shed	1920	1187 E 596 RD, , KS
R33569	House	1952	1182 E 612 RD, , KS
R33569	Residential Garage - Detached	1965	1182 E 612 RD, , KS
R33610	House	1911	652 N 900 RD, , KS
R33610	Barn, General Purpose	1905	652 N 900 RD, , KS
R33610	Farm Utility Shelter	1905	652 N 900 RD, , KS
R33610	Tool Shed	1910	652 N 900 RD, , KS
R33610	Lean-to, Farm Utility	1915	652 N 900 RD, , KS
R33610	Tool Shed	1915	652 N 900 RD, , KS
R33610	Tool Shed	1940	652 N 900 RD, , KS
R33610	Farm Utility Building	1960	652 N 900 RD, , KS
R33610	Farm Utility Storage Shed	1960	652 N 900 RD, , KS
R33610	Site Improvements	1960	652 N 900 RD, , KS
R33676	Bank Barn, General Purpose	1920	462 N 851 DIAG RD, , KS
R33676	Farm Utility Building	1920	462 N 851 DIAG RD, , KS
R33676	Lean-to, Farm Utility	1920	462 N 851 DIAG RD, , KS
R33676	Farm Utility Storage Shed	1930	462 N 851 DIAG RD, , KS
R33676	Farm Utility Building	1950	462 N 851 DIAG RD, , KS
R33676	Farm Utility Storage Shed	1950	462 N 851 DIAG RD, , KS
R33676	Farm Utility Storage Shed	1960	462 N 851 DIAG RD, , KS
R33702	Residential Garage - Detached	1960	980 E 622 RD, , KS



R314663	House	1923	974 E 850 RD, , KS
R314663	Poultry House, Cage Op., 1 Story	1930	974 E 850 RD, , KS
R314663	Farm Utility Storage Shed	1960	974 E 850 RD, , KS
R33586	House	1920	648 N 1000 RD, , KS
R33605	House	1903	953 E 650 RD, , KS
R33605	Farm Implement Shed	1940	953 E 650 RD, , KS
R33605	Tool Shed	1950	953 E 650 RD, , KS
R33605	Lean-to, Farm Utility	1964	953 E 650 RD, , KS
R33615	House	1910	972 E 750 RD, , KS
R33615	Barn, General Purpose	1910	972 E 750 RD, , KS
R33615	Lean-to, Farm Utility	1910	972 E 750 RD, , KS
R33615	Tool Shed	1910	972 E 750 RD, , KS
R33615	Tool Shed	1950	972 E 750 RD, , KS
R33615	Residential Garage - Detached	1958	972 E 750 RD, , KS
R33615	Farm Utility Building	1962	972 E 750 RD, , KS
R33682	Tool Shed	1940	1065 E 450 RD, , KS
R33682	Tool Shed	1942	1065 E 450 RD, , KS
R33732	Lean-to, Farm Utility	1940	590 N 900 RD, , KS
R33732	Farm Utility Storage Shed	1960	590 N 900 RD, , KS
R33772	House	1865	933 E 350 RD, , KS
R33772	Farm Utility Storage Shed	1965	933 E 350 RD, , KS
R33821	Tool Shed	1901	113 N 1250 RD, , KS
R33821	Farm Utility Storage Shed	1910	113 N 1250 RD, , KS
R33821	Site Improvements	1920	113 N 1250 RD, , KS
R33821	Site Improvements	1948	113 N 1250 RD, , KS
R33821	Farm Utility Storage Shed	1955	113 N 1250 RD, , KS
R33821	Tool Shed	1960	113 N 1250 RD, , KS
R33821	Farm Utility Building	1967	113 N 1250 RD, , KS
R33853	House	1890	32 N 1000 RD, , KS
R33853	Barn, General Purpose	1940	32 N 1000 RD, , KS
R33853	Lean-to, Farm Utility	1940	32 N 1000 RD, , KS
R33197	Barn, General Purpose	1940	1087 E 1000 RD, , KS
R33197	Lean-to, Farm Utility	1940	1087 E 1000 RD, , KS
R33214	House	1880	960 N 1050 RD, , KS
R33214	Barn, General Purpose	1930	960 N 1050 RD, , KS
R33214	Farm Utility Building	1950	960 N 1050 RD, , KS
R33258	House	1900	820 N 900 RD, , KS
R33258	Barn, General Purpose	1920	820 N 900 RD, , KS
R33258	Poultry House, Cage Op., 1 Story	1950	820 N 900 RD, , KS
R33262	Barn, General Purpose	1910	910 E 850 RD, , KS
R33262	Farm Utility Storage Shed	1920	910 E 850 RD, , KS
R33262	Lean-to, Farm Utility	1920	910 E 850 RD, , KS

R33269	House	1910	952 E 900 RD, , KS
R33269	Farm Utility Storage Shed	1930	952 E 900 RD, , KS
R33269	Loafing Shed	1930	952 E 900 RD, , KS
R33269	Tool Shed	1930	952 E 900 RD, , KS
R33269	Tool Shed	1940	952 E 900 RD, , KS
R33269	Farm Utility Storage Shed	1950	952 E 900 RD, , KS
R33269	Lean-to, Farm Utility	1950	952 E 900 RD, , KS
R33269	Tool Shed	1950	952 E 900 RD, , KS
R33275	Farm Utility Storage Shed	1960	948 N 900 RD, , KS
R33291	House	1969	983 E 1000 RD, , KS
R33446	House	1874	336 N 1250 RD, , KS
R33467	House	1870	1187 E 300 RD, , KS
R33467	Lean-to, Farm Utility	1920	1187 E 300 RD, , KS
R33467	Tool Shed	1920	1187 E 300 RD, , KS
R33467	Tool Shed	1940	1187 E 300 RD, , KS
R33467	Farm Utility Storage Shed	1960	1187 E 300 RD, , KS
R33514	House	1950	1148 E 550 RD, , KS
R33514	Farm Utility Storage Shed	1965	1148 E 550 RD, , KS
R33514	Residential Garage - Detached	1968	1148 E 550 RD, , KS
R33528	House	1900	1193 E 596 RD, , KS
R33528	Residential Garage - Detached	1950	1193 E 596 RD, , KS
R33529	House	1945	1191 E 596 RD, , KS
R33529	Tool Shed	1945	1191 E 596 RD, , KS
R33566	House	1942	607 N 1190 RD, , KS
R343380	Barn, General Purpose	1910	63 N 1200 RD, BERRYTON, KS
R32469	House	1930	1129 E 1000 RD, , KS
R33220	House	1900	1047 E 1000 RD, , KS
R33220	Barn, General Purpose	1920	1047 E 1000 RD, , KS
R33220	Grain Storage	1920	1047 E 1000 RD, , KS
R33220	Residential Garage - Detached	1920	1047 E 1000 RD, , KS
R33220	Tool Shed	1920	1047 E 1000 RD, , KS
R33252	House	1857	880 N 1072 RD, , KS
R33252	Barn, General Purpose	1910	880 N 1072 RD, , KS
R33252	Residential Garage - Detached	1920	880 N 1072 RD, , KS
R33252	Tool Shed	1920	880 N 1072 RD, , KS
R33554	House	1900	626 N 1190 RD, , KS
R33554	Barn, General Purpose	1930	626 N 1190 RD, , KS
R33554	Farm Utility Storage Shed	1950	626 N 1190 RD, , KS
R33554	Loafing Shed	1950	626 N 1190 RD, , KS
R33554	Tool Shed	1950	626 N 1190 RD, , KS
R33554	Residential Garage - Detached	1960	626 N 1190 RD, , KS
R33686	House	1908	438 N 851 DIAG RD, , KS

R33485	House	1917	546 N 1200 RD, , KS
R33485	Tool Shed	1930	546 N 1200 RD, , KS
R33485	Farm Utility Building	1960	546 N 1200 RD, , KS
R33551	House	1880	660 N 1190 RD, , KS
R33551	Barn, General Purpose	1920	660 N 1190 RD, , KS
R33551	Farm Utility Storage Shed	1920	660 N 1190 RD, , KS
R33551	Lean-to, Farm Utility	1920	660 N 1190 RD, , KS
R33551	Tool Shed	1920	660 N 1190 RD, , KS
R33568	House	1870	1184 E 612 RD, , KS
R33570	House	1875	609 N 1180 RD, , KS
R33570	Residential Garage - Detached	1950	609 N 1180 RD, , KS
R33698	House	1900	932 E 400 RD, , KS
R33698	House	1940	932 E 400 RD, , KS
R33698	Barn, General Purpose	1910	932 E 400 RD, , KS
R33698	Tool Shed	1910	932 E 400 RD, , KS
R33698	Lean-to, Farm Utility	1920	932 E 400 RD, , KS
R33698	Tool Shed	1920	932 E 400 RD, , KS
R33698	Farm Utility Storage Shed	1940	932 E 400 RD, , KS
R33698	Tool Shed	1940	932 E 400 RD, , KS
R33698	Lean-to, Farm Utility	1950	932 E 400 RD, , KS
R33830	House	1915	95 N 1200 RD, , KS
R33830	Barn, General Purpose	1915	95 N 1200 RD, , KS
R33830	Farm Utility Arch-rib, Quon.	1948	95 N 1200 RD, , KS
R33858	Farm Utility Building	1940	35-13-17, , KS
R33858	Farm Utility Storage Shed	1940	35-13-17, , KS
R33858	Lean-to, Farm Utility	1940	35-13-17, , KS
R33818	House	1910	105 N 1300 RD, , KS
R33818	Loafing Shed	1910	105 N 1300 RD, , KS
R33818	Tool Shed	1910	105 N 1300 RD, , KS
R33818	Farm Utility Arch-rib, Quon.	1950	105 N 1300 RD, , KS
R33860	House	1903	172 N 950 RD, , KS
R33270	Farm Utility Storage Shed	1965	914 E 900 RD, , KS
R33536	House	1950	593 N 1190 RD, , KS
R33565	House	1910	603 N 1190 RD, , KS
R33571	House	1950	607 N 1180 RD, , KS
R33571	Residential Garage - Detached	1950	607 N 1180 RD, , KS
R33217	Tool Shed	1940	924 N 1000 RD, , KS
R33217	Farm Utility Storage Shed	1960	924 N 1000 RD, , KS
R33257	House	1868	966 E 800 RD, , KS
R33257	Barn, General Purpose	1940	966 E 800 RD, , KS
R33257	Lean-to, Farm Utility	1940	966 E 800 RD, , KS
R33257	Residential Garage - Detached	1940	966 E 800 RD, , KS

R33257	Tool Shed	1940	966 E 800 RD, , KS
R33267	House	1908	953 N 1000 RD, , KS
R33267	Barn, General Purpose	1920	953 N 1000 RD, , KS
R33268	Farm Utility Building	1960	917 N 1000 RD, , KS
R33450	House	1900	1299 E 250 RD, , KS
R33577	House	1880	721 N 1032 RD, , KS
R33577	Farm Utility Building	1945	721 N 1032 RD, , KS
R33577	Poultry House, Cage Op., 1 Story	1945	721 N 1032 RD, , KS
R33577	Residential Garage - Detached	1945	721 N 1032 RD, , KS
R33577	Farm Utility Storage Shed	1966	721 N 1032 RD, , KS
R33834	Barn, General Purpose	1910	73 N 1200 RD, , KS
R33834	Lean-to, Farm Utility	1910	73 N 1200 RD, , KS
R33442	House	1947	330 N 1250 RD, , KS
R33444	House	1910	327 N 1250 RD, , KS
R33444	Barn, General Purpose	1916	327 N 1250 RD, , KS
R33444	Lean-to, Farm Utility	1916	327 N 1250 RD, , KS
R33444	Loafing Shed	1916	327 N 1250 RD, , KS
R33444	Tool Shed	1916	327 N 1250 RD, , KS
R33444	Residential Garage - Detached	1920	327 N 1250 RD, , KS
R33527	House	1954	1195 E 596 RD, , KS
R33527	Farm Utility Storage Shed	1955	1195 E 596 RD, , KS
R33527	Residential Garage - Detached	1960	1195 E 596 RD, , KS
R33564	House	1910	608 N 1190 RD, , KS
R33564	Farm Utility Building	1930	608 N 1190 RD, , KS
R33564	Residential Garage - Detached	1930	608 N 1190 RD, , KS
R33564	Farm Utility Storage Shed	1940	608 N 1190 RD, , KS
R33664	House	1960	918 E 750 RD, , KS
R33665	Farm Utility Storage Shed	1950	36-13-18, , KS
R33212	Farm Utility Building	1950	942 N 1050 RD, , KS
R33212	Individual Livestock Shelter	1950	942 N 1050 RD, , KS
R33212	Site Improvements	1950	942 N 1050 RD, , KS
R33231	Tool Shed	1930	1002 E 850 RD, , KS
R33279	Barn, General Purpose	1930	935 E 1000 RD, , KS
R33279	Lean-to, Farm Utility	1930	935 E 1000 RD, , KS
R33506	Tool Shed	1940	22-13-18, , KS
R33506	Loafing Shed	1950	22-13-18, , KS
R33506	Tool Shed	1950	22-13-18, , KS
R33506	Farm Utility Storage Shed	1960	22-13-18, , KS
R33506	Site Improvements	1960	22-13-18, , KS
R33759	House	1900	206 N 950 RD, , KS
R33759	Barn, General Purpose	1920	206 N 950 RD, , KS
R33759	Site Improvements	1920	206 N 950 RD, , KS

R33759	Tool Shed	1946	206 N 950 RD, , KS
R33816	House	1956	198 N 1250 RD, , KS
R33816	Farm Utility Storage Shed	1956	198 N 1250 RD, , KS
R33816	Lean-to, Farm Utility	1956	198 N 1250 RD, , KS
R33816	Farm Utility Building	1960	198 N 1250 RD, , KS
R33816	Farm Utility Shelter	1967	198 N 1250 RD, , KS
R33816	Site Improvements	1968	198 N 1250 RD, , KS
R33816	Site Improvements	1969	198 N 1250 RD, , KS
R33831	House	1910	1197 E 100 RD, , KS
R33831	Farm Utility Storage Shed	1930	1197 E 100 RD, , KS
R33831	Residential Garage - Detached	1940	1197 E 100 RD, , KS
R33207	House	1920	1072 E 900 RD, , KS
R33207	Residential Garage - Detached	1920	1072 E 900 RD, , KS
R33207	Tool Shed	1920	1072 E 900 RD, , KS
R33255	Farm Utility Building	1930	E 850 RD, , KS
R33255	Barn, General Purpose	1940	E 850 RD, , KS
R33461	House	1957	259 N 1250 RD, , KS
R33488	House	1969	1211 E 600 RD, LAWRENCE, KS
R33508	House	1920	536 N 851 DIAG RD, , KS
R33508	Residential Garage - Detached	1950	536 N 851 DIAG RD, , KS
R33572	House	1880	1177 E 604 RD, , KS
R33646	Site Improvements	1950	771 N 976 RD, , KS
R33667	House	1905	729 N 950 RD, , KS
R33667	Farm Utility Storage Shed	1920	729 N 950 RD, , KS
R33667	Lean-to, Farm Utility	1920	729 N 950 RD, , KS
R33667	Tool Shed	1920	729 N 950 RD, , KS
R33667	Farm Utility Storage Shed	1940	729 N 950 RD, , KS
R33667	Residential Garage - Detached	1962	729 N 950 RD, , KS
R33687	Farm Utility Storage Shed	1915	28-13-18, , KS
R33687	Tool Shed	1942	28-13-18, , KS
R33758	House	1895	260 N 950 RD, , KS
R33758	Barn, General Purpose	1920	260 N 950 RD, , KS
R33758	Lean-to, Farm Utility	1920	260 N 950 RD, , KS
R33758	Tool Shed	1920	260 N 950 RD, , KS
R33758	Lean-to, Farm Utility	1930	260 N 950 RD, , KS
R33758	Lean-to, Farm Utility	1960	260 N 950 RD, , KS
R33771	House	1910	316 N 851 DIAG RD, , KS
R33771	Tool Shed	1920	316 N 851 DIAG RD, , KS
R33771	Barn, General Purpose	1937	316 N 851 DIAG RD, , KS
R33771	Lean-to, Farm Utility	1940	316 N 851 DIAG RD, , KS
R33771	Residential Garage - Detached	1942	316 N 851 DIAG RD, , KS
R308281	House	1967	1287 E 250 RD, , KS

R308281	Farm Utility Building	1940	1287 E 250 RD, , KS
R320184	House	1907	932 E 900 RD, , KS
R320184	Farm Utility Building	1920	932 E 900 RD, , KS
R320184	Farm Utility Storage Shed	1920	932 E 900 RD, , KS
R320184	Lean-to, Farm Utility	1950	932 E 900 RD, , KS
R33254	Farm Utility Building	1940	986 E 850 RD, , KS
R33504	House	1900	501 N 1200 RD, , KS
R33504	Tool Shed	1940	501 N 1200 RD, , KS
R33504	Farm Utility Storage Shed	1950	501 N 1200 RD, , KS
R33510	Farm Utility Storage Shed	1950	22-13-18, , KS
R33525	House	1900	586 N 1200 RD, , KS
R33525	Residential Garage - Detached	1945	586 N 1200 RD, , KS
R33530	House	1910	599 N 1200 RD, , KS
R33530	Site Improvements	1920	599 N 1200 RD, , KS
R33530	Farm Utility Building	1940	599 N 1200 RD, , KS
R33534	House	1880	602 N 1180 RD, , KS
R33534	Residential Garage - Detached	1950	602 N 1180 RD, , KS
R33550	Tool Shed	1900	23-13-18, , KS
R33596	House	1964	1023 E 700 RD, , KS
R33688	House	1880	1073 E 450 RD, , KS
R33711	House	1900	941 E 535 RD, , KS
R33711	House	1958	941 E 535 RD, , KS
R33711	Tool Shed	1920	941 E 535 RD, , KS
R33711	Farm Utility Shelter	1950	941 E 535 RD, , KS
R33711	Farm Utility Storage Shed	1950	941 E 535 RD, , KS
R33711	Tool Shed	1950	941 E 535 RD, , KS
R33711	Dairy	1951	941 E 535 RD, , KS
R33711	Milk house Shed	1951	941 E 535 RD, , KS
R33711	Farm Utility Building	1955	941 E 535 RD, , KS
R33711	Farm Utility Storage Shed	1955	941 E 535 RD, , KS
R33711	Lean-to, Farm Utility	1955	941 E 535 RD, , KS
R33711	Tool Shed	1960	941 E 535 RD, , KS
R33713	House	1963	917 E 543 RD, , KS
R33713	Residential Garage - Detached	1966	917 E 543 RD, , KS
R33770	House	1880	356 N 851 DIAG RD, , KS
R33825	Barn, General Purpose	1910	1261 E 100 RD, , KS
R33825	Farm Utility Building	1910	1261 E 100 RD, , KS
R33825	Farm Utility Building	1930	1261 E 100 RD, , KS
R33825	Lean-to, Farm Utility	1930	1261 E 100 RD, , KS
R33825	Tool Shed	1930	1261 E 100 RD, , KS
R33825	Farm Utility Storage Shed	1960	1261 E 100 RD, , KS
R33843	Tool Shed	1905	135 N 1150 RD, , KS

R33843	Tool Shed	1950	135 N 1150 RD, , KS
R33856	House	1880	916 E 1 RD, , KS
R33856	Tool Shed	1910	916 E 1 RD, , KS
R33856	Barn, General Purpose	1920	916 E 1 RD, , KS
R33856	Farm Utility Building	1920	916 E 1 RD, , KS
R33856	Lean-to, Farm Utility	1920	916 E 1 RD, , KS
R33856	Tool Shed	1920	916 E 1 RD, , KS
R33856	Residential Garage - Detached	1930	916 E 1 RD, , KS
R33856	Farm Utility Building	1940	916 E 1 RD, , KS
R33856	Site Improvements	1940	916 E 1 RD, , KS
R33861	House	1958	170 N 950 RD, , KS
R32467	Tool Shed	1928	1104 E 900 RD, , KS

Douglas County, KS  
Div. of Purchasing  
1100 Massachusetts  
Lawrence, KS 66044

Request for Proposal No. 20-F-0019  
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### **3. Proposal Sheet (for consultant use)**



## 4. Purchase Order Terms & Conditions

### PURCHASE ORDER TERMS AND CONDITIONS

1. The agreement between Douglas County, Kansas, (hereinafter the Purchaser) and Vendor consists of the terms and conditions contained on the face hereof, these printed terms and conditions, and any documents referenced herein which may or may not be attached hereto. Any such documents referenced on the face of this Purchase Order are incorporated by reference and made a part of the agreement between Purchaser and Vendor. In the event of conflict between the terms and conditions on the face of this Purchase Order, including documents referenced thereon, and these printed terms and conditions, the terms and conditions on the face hereof shall prevail. The agreement as described hereinabove constitutes the entire agreement between Purchaser and Vendor, which agreement shall not be modified orally or by failure of either party to enforce any of its rights hereunder.
2. Purchaser and Vendor agree that no acknowledgement or other document written or executed by Vendor or forwarded by Vendor to Purchaser after the date of the Purchase Order which contain terms and conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed either by the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, and only then if such instrument shall have been delivered to Vendor.
3. Unless otherwise indicated on the face of this Purchase Order, all prices shall be F.O.B. destination. Where specific purchases are negotiated F.O.B. origin, the Vendor shall prepay shipping charges and indicate those charges as a separate item on the invoice. C.O.D. shipments will not be accepted.
4. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this agreement both as to time and quantities, with Purchaser reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Vendor must notify Purchaser immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, Purchaser reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Vendor with any additional costs incurred, unless Vendor's default arises from causes beyond its control and without fault or negligence. Time is of the essence in this agreement.
5. All goods or equipment delivered and/or services rendered hereunder shall be properly packaged and identified by Purchase Order number and shall be received subject to Purchaser's inspection, count and testing. Inspection and acceptance will be made at the F.O.B. delivery point unless otherwise negotiated. Payment alone shall not constitute acceptance.
6. Purchaser may reject, in whole or in part, goods or equipment delivered or to be delivered and/or services rendered or to be rendered hereunder by reason of Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein. Nothing herein shall make Purchaser obligated to pay Vendor for any goods or equipment delivered and for services rendered which are so rejected.
7. Vendor shall maintain in full force and effect such insurance coverage as may be required hereunder by Purchaser and for such period specified by Purchaser.
8. Vendor agrees to protect, defend, indemnify and save harmless the Purchaser, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities attributable to defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Purchase Order.
9. Vendor agrees to comply with the provisions of Executive Order 11246 and all similar federal, state and local laws, rules, regulations and orders, and amendments thereto, prohibiting discrimination in employment and further agrees that it will not discriminate on the basis of race, creed, color, sex, age, handicap, national origin, ancestry or political affiliation.
10. Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title or interest of the power to execute this agreement to any other third party without the expressed written consent of the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, but in no event shall such consent relieve the Vendor from any of its obligations hereunder, or in any way alter or modify the terms and conditions of this agreement.
11. Vendor shall not be charged with any liability for failure or delay in the performance required hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence; provided that Vendor shall give to Purchaser prompt written notice when it appears that such cause will delay its performance hereunder. Correspondingly, Purchaser shall be excused for failure or delay in its performance due to any cause beyond its control and without its fault or negligence.
12. Vendor warrants that any and all goods, equipment and services required to be furnished and rendered hereunder to Purchaser are in accordance with applicable specifications, drawings, samples or other descriptions given and free from any defects of workmanship and materials; that goods furnished to Purchaser shall be merchantable and, if selected or specified by Vendor for Purchaser's purposes, fit for such purposes; and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.
13. Vendor agrees to deliver the goods or equipment and/or services hereunder free and clear of all liens, encumbrances and claims of laborers or materialmen and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims and encumbrances.
14. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, regulations and orders in its performance required hereunder.
15. Invoices shall be prepared and submitted in duplicate as per the instruction on the face of this Purchase Order. Separate invoices shall be furnished for each order. Invoices shall contain the following information: Purchase Order number, contract number, item number, descriptions of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices will be processed in routine after receipt of the invoice or the Purchaser's acceptance, whichever is later. All cash discounts will be taken on the same basis.
16. Purchaser is exempt from applicable federal, state and local sales, excise and use taxes and agrees to provide Vendor with evidence of such exemption, upon request.
17. Termination for Cause. In the event of any breach of any of the terms or conditions of this agreement by Vendor, or in the event of any proceedings by or against Vendor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, Purchaser may, in addition to any other remedy provided it by law or inequity or other right reserved to it elsewhere in this agreement, without any liability to Vendor on account thereof, by written notice, terminate all or any part of this agreement, procure the goods, equipment and/or services provided for herein

- elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of Purchaser, and Vendor shall be liable to pay to Purchaser any excess cost or other damages caused Purchaser as a result thereof.
18. Termination for Convenience. Purchaser shall have the right to terminate this agreement for convenience in whole, or from time to time, in part. In such event, Purchaser's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.
  19. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet (MSDS) as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of MSDS is revised, the Vendor is required to provide new information relevant to the specific material.
  20. This agreement shall be governed by, construed and enforced in accordance with laws of the State of Kansas.
  21. Right to Examine and Audit Records. The Vendor agrees that the Purchaser, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Vendor involving transactions related to the contract between the Purchaser and Vendor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Vendor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Vendor and payee. Further, the Vendor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Purchaser any and all such books, documents, papers, and records.
  22. HIPAA Compliance. Both parties hereby agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
  23. In accordance with K.S.A. 44-1030, the Vendor agrees that:
    - a. The Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry;
    - b. In all solicitations or advertisements for employees, the Vendor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
    - c. If the Vendor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
    - d. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
    - e. The Vendor shall include the foregoing provisions (a. through d. immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The foregoing provisions (a. through d. immediately above) shall not apply to the Vendor if the Vendor employs fewer than four employees during the term of the present agreement or the present agreement cumulatively totals \$5,000 or less during the fiscal year of the Purchaser.
  24. The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.

## Contract

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Douglas County**, Party of the First Part hereinafter referred to as the Owner, and

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of \_\_\_\_\_, Party of the Second Party and hereinafter referred to as the Contractor.

**WITNESSETH:**

**THAT WHEREAS**, the Owner has caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with Douglas County, Kansas Request for Proposals No.20-F-0019 in accordance with the terms of this contract; and,

**WHEREAS**, the said contractor, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

**WHEREAS**, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvas has determined and declared the aforesaid Contractor to be the best bidder for the service and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

**NOW THEREFORE**, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Contractor for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

**ARTICLE 1.** It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by Owner as set forth in the Contract Documents, Contractor shall furnish all units, supplies, equipment, accessories and services as set forth in the Contract Documents, ready for use, and in strict accordance with the contract specifications and the Contract Documents. In the event of any conflict between the Request for Proposals, including the Standard Terms and Conditions, and Contractor's Response thereto, as modified by any specifically negotiated terms, and any separate agreement or contract prepared by Contractor, the terms of Request for Proposals, including the Standard Terms and Conditions, and Contractor's response thereto shall control. For this purpose, the term "Contract Documents" shall mean the Owner's Request For Proposals, including the Standard Terms and Conditions, Contractor's Response thereto, as modified by any specifically negotiated terms, and other written contracts relating hereto; provided, however, that the Standard Terms and Conditions set forth in Owner's Request for Proposal may only be amended by specific changes agreed to by Owner in writing and, solely by signing this Contract,

Owner does not agree to any proposed changes to the Standard Terms and Conditions set forth in Contractor's Response.

**ARTICLE 2.** It is hereby further agreed that, in consideration of the faithful performance of delivery of the specified items by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

**ARTICLE 3.** It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

**ARTICLE 4.** It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents, specifications, and terms and conditions and are hereby made a part of this agreement as fully as if set out at length herein.

OWNER, First Party  
Douglas County, Kansas

By: \_\_\_\_\_  
Asst. County Administrator

CONTRACTOR, Second Party

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Position/Title of Signer