

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, MARCH 9, 2009

8:30 a.m. (Commission Chamber)

-Convene

-Consider approval of the minutes from February 23, 2009

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval for Public Works Director to renew pavement markings contract (Keith Browning); and
- (c) Consider approval of High-tech Antifreeze Recycling (Keith Dabney)

REGULAR AGENDA

(2) Consider the approval of Asphalt Supply Contract for 2009 Maintenance Season (Keith Browning)

(3) Consider approval to authorize issue of RFPs for engineering design services for replacement of Route 1057 over the Wakarusa River Project No. 23 C-4123-01 (Keith Browning)

(4) Consider approval of telephone line renewals (Pam Madl)

(5) Executive session to discuss: a) measures involving security of a public building. The justification for the executive session is that discussion of such measures in an open meeting would jeopardize the security measures that protect the public building, and b) for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

(6) Other Business

- (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) Miscellaneous
- (d) Public Comment

(7) Adjourn

WEDNESDAY, MARCH 11, 2009

-Discuss Lawrence Freenet Rural Broadband initiative (Josh Montgomery)

MONDAY, MARCH 16, 2009

-No Commission Meeting due to Spring Break

WEDNESDAY, MARCH 18, 2009

-No Commission Meeting due to Spring Break

MONDAY, MARCH 23, 2009

WEDNESDAY, MARCH 25, 2009

MONDAY, MARCH 30, 2009

WEDNESDAY, APRIL 1, 2009

MONDAY APRIL 6, 2009

WEDNESDAY, APRIL 8, 2009

-No Commission Meeting

FRIDAY, APRIL 10, 2009

-9:00 a.m. -Election Canvass

MONDAY, APRIL 13, 2009

WEDNESDAY, APRIL 15, 2009

MONDAY, APRIL 20, 2009

-Consider and Approve the Douglas County Community Corrections Plan (Ron Stegall)

WEDNESDAY, APRIL 22, 2009

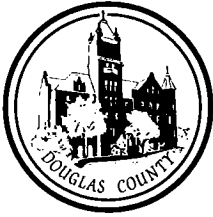
MONDAY, APRIL 27, 2009

-No Commission Meeting

WEDNESDAY, APRIL 29, 2009

-No Commission Meeting

Note: The Douglas County Commission meets regularly on Mondays at 8:30 A.M. and Wednesdays at 6:35 P.M. at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 3, 2009

Re : Consent Agenda authorization to renew pavement markings contract

This department contracts for supplying materials and painting pavement markings on county routes. Pavement markings typically need repainting annually. The BOCC executed a contract in 2007 for pavement marking services, and the contract is renewable for an additional four years (through 2011). Douglas County determines whether to renew the contract following the contractor's submittal of prices each year.

Our current contract is with Midwest Striping, Inc. from Grand Island, Nebraska. We have been extremely pleased with the quality of work and the responsiveness and cooperation from this contractor. This contractor provides excellent service at a reasonable cost. When we opened bids in 2007, we had two bidders. Midwest Striping was the low bid at \$117,573, and the only other bid was \$162,747.

Midwest Striping has submitted their prices for 2009 (see attached). The cost of paint has increased \$0.40 per gallon. The contractor is requesting an increase in the application cost from \$4.00/gallon to \$4.25/gallon. We have had the same \$4.00/gallon application cost with this contractor since 2001. Given the increase in fuel costs, this is a very reasonable request.

The total bid amount for 2009 pavement marking is \$127,140.10. Road & Bridge Fund 201 has \$142,560 allocated for this work.

I am also requesting authorization to approve change orders up to 5% of contract cost. The paint application rate will vary depending on pavement surface type. For example, the application rate will increase on newly chip sealed pavements. We also adjusted several No Passing zones last year, and plan to adjust more this year. We have not yet measured these minor variations, so bid quantities may need slight adjustment. Typically, our final costs are very close to the bid amount.

Action Required: Consent Agenda authorization for the Public Works Director to renew the contract with Midwest Striping, Inc. for 2009 pavement markings in the amount of \$127,140.10, and authorization for Public Works Director to approve change orders totaling up to 5% over the contract amount.

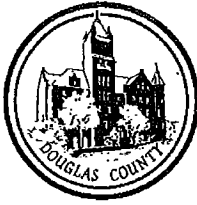
PROJECT NO. 2009-7
RENEWAL BID #07005
DOUGLAS COUNTY, KANSAS
TYPE OF WORK: TRAFFIC MARKING
ITEM: REVISED UNIT PRICES FOR 2009 MAINTENANCE SEASON
DATE : March 2, 2009

FOR INFORMATION ONLY

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	2009 UNIT PRICE	2009 AMOUNT	2008 UNIT PRICE	2008 AMOUNT
1	Application of Painting Materials (4") (White/Yellow)	Gal.	9,439	\$4.25	\$40,115.75	\$4.00	\$37,756.00
2	Material Cost (Paint) (Yellow)	Gal.	3,354	\$9.10	\$30,521.40	\$8.70	\$29,179.80
3	Material Cost (Paint) (White)	Gal.	6,085	\$9.10	\$55,373.50	\$8.70	\$52,939.50
5	Pavement Marking (Paint) (White) (24")	L.F.	222	\$0.20	\$44.40	\$0.20	\$44.40
7	Pavement Marking (Paint) (Yellow) (18")	L.F.	667	\$0.15	\$100.05	\$0.15	\$100.05
9	Pavement Marking Symbol (White) (Paint) (Turn Arrow, Lt-Rt.)	Ea.	46	\$10.00	\$460.00	\$10.00	\$460.00
10	Pavement Marking Symbol (Paint) (White) ("ONLY")	Ea.	8	\$15.00	\$120.00	\$15.00	\$120.00
11	Pavement Marking Symbol (Paint) (White) (RR Xing. Symbol)	Ea.	9	\$45.00	\$405.00	\$45.00	\$405.00

\$127,140.10

\$121,004.75



DOUGLAS COUNTY ZONING & CODES

2108 W. 27th Street, Suite I
Lawrence, KS 66047
(785) 331-1343 Fax (785) 331-1347

Keith R. Dabney
Director

MEMORANDUM

TO : Douglas County Board of County Commissioners
Craig Weinaug, Douglas County Administrator

FROM: Keith R. Dabney, Director, Zoning & Codes Department

DATE: March 5, 2009

RE : Richard Campbell – Hi Tech Anti Freeze Recycling
Location – 530 Main Street, Eudora, Kansas 66025

Richard Campbell operates HiTech Anti Freeze Recycling at 530 Main Street in an Industrial area within the City of Eudora. They go out into the community and obtain used antifreeze from commercial entities such as Jiffy Lube, etc. They bring the antifreeze back to their facility and process it through a distillation procedure. 5,000 gallons of used antifreeze produces approximately 50-gallon drum of sludge. The sludge is then disposed of at a landfill as per Kansas Department of Health & Environment regulations.

Mr. Campbell stated that the anti-freeze (ethylene glycol) is not a hazardous product so there is not a transportation problem for moving it from place to place. The clean antifreeze product is then returned to the commercial user.

KDHE require a signature from a Douglas County Commissioner in addition to the City of Eudora Mayor and the Eudora Building Official.

2-13-09

Keith,

KDHE has a new person in charge of permitting. His reading of regs. is that the county commission needs to sign off on our permit also. When we first started they wanted the Mayor of Eudora and a Douglas Co Comm., next it was the Mayor and Eudora's planning administrator, now we have come full circle and are back to the Douglas Co Comm...

I have enclosed copies of the letter from Arthur Fink KDHE, signatures from mayor and administrator and one for the county commissioner to sign.

If you need any other info. Please call me at 785-218-4274 cell or 785-542-1230 off.

Thanks for your help.

A handwritten signature in cursive script that reads "Richard Campbell". The signature is written in black ink and is positioned above the printed name.

Richard Campbell

Hi-Tech Antifreeze

SOLID WASTE PROCESSING FACILITY CERTIFICATION

Applicant's Name Hi-Tech Antifreeze Recycling / Pittsburgh Geni LLC

As specified in K.S.A. 65-3407 Permits to construct, alter or operate solid waste processing facilities and solid waste disposal areas, the secretary shall require the following information as part of this application:

Solid Waste Management Plan Consistency

- (1) Certification by the board of county commissioners or the mayor of a designated city responsible for the development and adoption of the solid waste management plan for the location where the processing facility or disposal area is or will be located that the processing facility or disposal area is consistent with the plan. This certification shall not apply to a solid waste disposal area for disposal of only solid waste produced on site from manufacturing and industrial processes or from on-site construction or demolition activities.

The Facility Or Disposal Area Is Consistent With Solid Waste Management Plan

The Facility Or Disposal Area Is Not Consistent With Solid Waste Management Plan

Name (Print or Type)

Signature

Title

Date

County or City

Street Address

City, Zip Code

Zoning or Land Use Consistency

- (2) If the location is zoned, certification by the local planning and zoning authority that the processing facility or disposal area is consistent with local land use restrictions or, if the location is not zoned, certification from the board of county commissioners that the processing facility or disposal area is compatible with surrounding land use.

Zoned

The Facility Or Disposal Area Is Consistent With Local Land Use Restrictions Or Zoning

The Facility Or Disposal Area Is Not Consistent With Local Land Use Restrictions Or Zoning

Not Zoned

The Facility Or Disposal Area Is Compatible With Surrounding Land Use

The Facility Or Disposal Area Is Not Compatible With Surrounding Land Use

Name (Print or Type)

Signature

Title

Date

Agency or County

Street Address

City, Zip Code

If a special use permit is required, please attach a copy to this application.

Charlie
Sec loc -
revis
law 11

- **Solid Waste Management Plan Consistency Certification** – The Solid Waste Management Plan Consistency Certification that was submitted with the application was signed by the mayor of Eudora. The certification allows signatures by the board of county commissioners or the mayor of a designated city for approval; however, Eudora is not considered a designated city. Please resubmit the Solid Waste Management Plan Consistency Certification signed by a member of the Douglas County Commission.
- **Closure Cost Estimate/Financial Assurance** – A Closure Cost Estimate and corresponding Financial Assurance for each permitted solid waste processing facility is required per K.A.R. 28-29-2101(a). The Closure Cost Estimate and letter of credit for Financial Assurance submitted with the application are already in use for KDHE BWM Permit #0873. Please create a new Closure Cost Estimate based on the operating capacity of the new facility and submit to KDHE BWM. KDHE BWM will review this estimate, and pending approval, give you notice to proceed with securing financial assurance in the amount of the Closure Cost Estimate.
- **Liability Insurance** – Per K.A.R. 28-29-2201, all permitted facilities are required to have current liability insurance. The certificate of insurance submitted with the application package had an expiration date of September 16, 2008. Please submit a certificate of liability insurance that demonstrates current coverage for the proposed facility.

When the above items are satisfied, the department will begin the engineering review of the application. You may contact me at (785) 296-6561 if you have questions or comments.

Sincerely,



Arthur Fink
Engineering Associate, SW Processing Unit
Solid Waste Permits Section

AAF:jp

RECLAMATION FACILITY CERTIFICATION

Applicant's Name Hi-Tech Antifreeze Recycling / Pittsburgh Geni LLC

As specified in K.S.A. 65-3407 Permits to construct, alter or operate solid waste processing facilities and solid waste disposal areas, the secretary shall require the following information as part of this application:

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- (1) Certification by the board of county commissioners or the mayor of a designated city responsible for the development and adoption of the solid waste management plan for the location where the processing facility or disposal area is or will be located that the processing facility or disposal area is consistent with the plan. This certification shall not apply to a solid waste disposal area for disposal of only solid waste produced on site from manufacturing and industrial processes or from on-site construction or demolition activities.

- The Facility Or Disposal Area Is Consistent With Solid Waste Management Plan
 The Facility Or Disposal Area Is Not Consistent With Solid Waste Management Plan

Name (Print or Type) THOMAS R PYLE Signature Thomas R Pyle
Title MAYOR Date 08-21-08
County or City EUDORA Street Address _____ City, Zip Code 66025

Zoning or Land Use Consistency

- (2) If the location is zoned, certification by the local planning and zoning authority that the processing facility or disposal area is consistent with local land use restrictions or, if the location is not zoned, certification from the board of county commissioners that the processing facility or disposal area is compatible with surrounding land use.

Zoned (2)

- The Facility Or Disposal Area Is Consistent With Local Land Use Restrictions Or Zoning
 The Facility Or Disposal Area Is Not Consistent With Local Land Use Restrictions Or Zoning

Not Zoned

- The Facility Or Disposal Area Is Compatible With Surrounding Land Use
 The Facility Or Disposal Area Is Not Compatible With Surrounding Land Use

Name (Print or Type) RICHARD L. TREAS JR. Signature [Signature]
Title PLANNING ADMINISTRATOR Date AUGUST 21, 2008
Agency or County CITY OF EUDORA, KS Street Address #12 E. 7TH STREET City, Zip Code EUDORA, KS 66025

If a special use permit is required, please attach a copy to this application.

RECORD OF SITE INSPECTION

SITUS: 530 Main, City of Eudora
DATE AND TIME: February 27, 2009

PRESENT: Kay Pettit and Richard Campbell

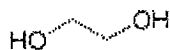
OBSERVATIONS:

Richard Campbell operates HiTech AntiFreezeRecycling within the City of Eudora at 530 Main Street. Basically what they do is go out into the community and get used antifreeze from commercial entities like Jiffy Lube. They bring the antifreeze back to their facility and put it through a large machine that does a distillation procedure. 5000 gallons of used antifreeze produces about a 50 gallon drum of sludge. The sludge is disposed of at the landfill as per KDHE regulations.

Mr. Campbell says that the anti-freeze (ethylene glycol) is not a hazardous product so there is not a problem with the transportation of it from place to place. The clean antifreeze is then returned to the commercial users of the product.

The place of business is not messy, nor noisy, nor is it producing a lot of smoke. It is located in an industrial area near the river in Eudora. Although the process produces 50 gallon barrels of sludge, it is better for the environment to recycle thousands of gallons of dirty antifreeze rather than to somehow dispose of thousands of gallons of dirty antifreeze.

Ethylene glycol



Ethylene glycol

solutions became available in 1926 and were marketed as "permanent antifreeze," since the higher boiling points provided advantages for summertime use as well as during cold weather. They are still used today for a wide variety of applications, including

Ingestion of ethylene glycol

Main article:

Ethylene glycol antifreezes are and should be kept away from any person or animal that might be tempted by its sweet taste. In order to prevent ingestion, a agent () may be added to engine coolant to make it taste unpleasant. In 2005, a bill was initiated in the that would make mandatory the use of a bittering agent, but the legislation failed to pass. it is a chemical that prevents liquid from freezing, such as the antifreeze used in car engines

ZO - Stone, Judy

From: Richard Ziesenis [rziesenis@ldchealth.org]
Sent: Tuesday, March 03, 2009 9:09 AM
To: ZO - Dabney, Keith; PW - Browning, Keith
Cc: AD - Finger, Linda; AD - Weinaug, Craig; ZO - Stone, Judy
Subject: Richard Campbell business - Eudora - "High Tech Anti-freeze"

To All Concerned:

I received a call from Arthur Fink with KDHE Bureau of Solid Waste. Apparently Richard Campbell, in Eudora, has been operating a small anti-freeze recycling plant. Mr. Fink stated that one of our county commissioners would need to sign Mr. Campbell's business license renewal. The mayor of Eudora has signed it in the past. I'm not clear why he needs a county commissioner to sign it at this time. Mr. Fink's direct line is: (785) 296-6561.

I also checked with Charlie Sedlock at Hamm Quarries. Charlie said that Hamms has one of their roll-off dumpsters located at Mr. Campbell's business site & the business is permitted to send Hamms small amounts of sludge material waste which is a by-product of the recycling process. Charlie's direct line is: (785) 597-5111.

Richard L. Ziesenis, R.S, B.A.
Director of Environmental Health
200 Maine, Suite B
Lawrence, KS 66044
Telephone 785-843-3060
Fax 785-843-3161
www.ldchealth.org

"Healthy People Build Strong Communities"

STATEMENT OF INTENDED USE:

This message from the Lawrence-Douglas County Health Department, including attachments, contains information which may be privileged and confidential and is solely for the intended recipient. If you are not the intended recipient, be aware that any review, disclosure, copying, or use of the contents of this message is strictly prohibited. If you have received this in error, please destroy it immediately and please notify us immediately (785-843-3060).

CERTIFICATION

As specified in K.S.A. 65-3407 Permits to construct, alter or operate solid waste processing facilities and solid waste disposal areas, the secretary shall require the following information as part of this application:

Solid Waste Management Plan Consistency

- (1) Certification by the board of county commissioners or the mayor of a designated city responsible for the development and adoption of the solid waste management plan for the location where the processing facility or disposal area is or will be located that the processing facility or disposal area is consistent with the plan. This certification shall not apply to a solid waste disposal area for disposal of only solid waste produced on site from manufacturing and industrial processes or from on-site construction or demolition activities.

- The Facility ~~Or Disposal Area~~ Is Consistent With Solid Waste Management Plan
- The Facility Or Disposal Area Is Not Consistent With Solid Waste Management Plan

Tom Taul
Name (Print or Type)

Chairman, Douglas County Commission
Title

Douglas County 1100 Massachusetts St. Lawrence, Kansas 66044
Country or City Street Address City, Zip Code

Tom Taul
Signature

11-06-00
Date

Zoning or Land Use Consistency

- (2) If the location is zoned, certification by the local planning and zoning authority that the processing facility or disposal area is consistent with local land use restrictions or, if the location is not zoned, certification from the board of county commissioners that the processing facility or disposal area is compatible with surrounding land use.

Zoned

- The Facility Or ~~Disposal Area~~ ^(pl) Is Consistent With Local Land Use Restrictions Or Zoning ^(pl)
- The Facility Or Disposal Area Is Not Consistent With Local Land Use Restrictions Or Zoning

Not Zoned

- The Facility Or Disposal Area Is Compatible With Surrounding Land Use
- The Facility Or Disposal Area Is Not Compatible With Surrounding Land Use

THOMAS L. TAU
Name (Print or Type)

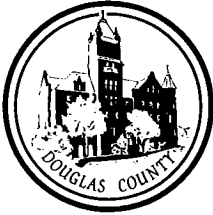
Chairman, Douglas County Commission
Title

Douglas County 711 1/2 Main St Lawrence
Agency or County Street Address City, Zip Code

[Signature]
Signature

[Date]
Date

If a special use permit is required, please attach a copy to this application.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

2

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 3, 2009

Re : Approval of Asphalt Supply Contract for 2009 Maintenance Season

Bids were opened on March 2nd for the supply of asphaltic concrete material for use during the 2009 road maintenance season. We requested bids for varying ranges of quantities. A bid tabulation is attached.

This department recommends the BOCC accept the bid from Asphalt Sales of Lawrence for 8,001 – 13,000 tons of asphaltic concrete material at \$38.95/ton. It is anticipated that a total of approximately 10,000 – 12,000 tons will be needed this year. Typically, we contract with a primary supplier for 5,001 – 8,000 tons and also with a secondary supplier for 1,000 – 5,000 tons. We do this to ensure we are able to get asphalt material if one plant is down or otherwise cannot supply the material. However, Asphalt Sales bid for 8,001 – 13,000 tons represents a significant price break compared to the bids for 5,001 – 8,000 tons. Without a contract for a secondary supplier, we will need to purchase asphalt from a purchase order at the current retail price if/when our lone supplier cannot supply material.

It should be noted that Bettis Asphalt is in Topeka and Killough Construction is in Ottawa. The increased costs and lower production resulting from the longer hauls results in higher overall costs even though the \$37.20/ton bid from Bettis is the low bid.

Like the last couple of years, this year's contract includes a price adjustment factor tied to KDOT's Monthly Asphalt Price Index. The adjustment factor will increase/decrease the price for asphaltic concrete mix by \$0.50/ton for each \$10.00/ton increase/decrease in the Monthly Asphalt Price Index.

The 2009 budget for Road & Bridge Fund 201 has \$425,000 allocated for BM-2 asphaltic concrete.

Action Required: Approve contract with Asphalt Sales of Lawrence to supply 8,001 tons to 13,000 tons of BM-2 asphaltic concrete at the unit price of \$38.95 per ton.

BID TAB FOR BM-2						
VENDOR	Quantity Tons	Unit Cost Per Ton	Quantity Tons	Unit Cost Per Ton	Quantity Tons	Unit Cost Per Ton
Killough Const., Inc.	1,000-5,000	\$ 40.00	5,001-8,000	\$ 40.00	8,001-13,000	\$ 40.00
Asphalt Sales of Lawrence	1,000-5,000	\$ 43.95	5,001-8,000	\$ 41.45	8,001-13,000	\$ 38.95
LRM Industries, Inc.	1,000-5,000	\$ 42.45	5,001-8,000	\$ 40.90	8,001-13,000	\$ 40.45
Vance Brothers	1,000-5,000	No Bid	5,001-8,000	No Bid	8,001-13,000	No Bid
Bettis Asphalt & Const.	1,000-5,000	\$ 37.20	5,001-8,000	\$ 37.20	8,001-13,000	\$ 37.20
Director of Public Works: Keith A. Browning	County Clerk: Jamie Shew			Date: 03 02 09		
Apparent Low =						

Asphalt Sales

DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

BM-2

BID NO. 09005

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT BM-2

BID NO. 09005

BY

THE DOUGLAS COUNTY COMMISSIONERS

Nancy Thellman
Member

Jim Flory
Member

Charles Jones
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Bid #09005

Notice is hereby given that Douglas County is accepting sealed bids for Bituminous Hot Mix Asphalt (BM-2), for use at various locations throughout Douglas County during the 2009 maintenance season by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 P.M., Monday, March 2, 2009, and then publicly opened in the Office of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet @ www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "**BM-2**", along with the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited to the work for which it is intended.

DATED: 02/10/2009

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works

Published: Sunday, February 15, 2009
Wednesday, February 18, 2009

cc: Lawrence Journal World
Public Works Accounting
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
File

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS
BID NO. 09005

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.

2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.

3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.

4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "BM-2" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.

5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Monday, March 2, 2009.

7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within ten (10) calendar days after the bid opening.

10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.

11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.

12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

14. DELIVERY TERMS: Plant mix to be loaded in Douglas County vehicles at production site.
15. DAMAGED AND/OR LATE SHIPMENTS: The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the Douglas County Department of Public Works of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

22. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

BID NO. 09005

Proposal of Asphalt Sales of Lawrence to supply hot mix asphalt
(Name of Firm)

ITEM DESCRIPTION AND SPECIFICATIONS

Hot Mix Asphalt, State of Kansas Designation BM-2: Aggregates shall comply with Section 1103, Asphalt Cement shall comply with Sections 1201, 1206, 1207 and production shall comply with Sections 151.21, 603.02, 603.03(a), (c), and 603.04(a)(1), (2), of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition 1990. The mix design, including preliminary Marshall Test data for the material proposed to be furnished shall accompany and be considered a part of this proposal.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for BM-2 Asphaltic Concrete will be based on the Computed Monthly Asphalt Price Index in effect for February 2009 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

The price quoted for supplying BM-2 Asphaltic Concrete will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Price Index, based on the initial price index for February 2009.

Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

BID FORM FOR BM-2

BID NO. 09005

ITEM	QUANTITY	UNIT PRICE
BM-2 Asphaltic Concrete	1,000 - 5,000 Tons	\$ <u>43.95</u>
BM-2 Asphaltic Concrete	5,001 - 8,000 Tons	\$ <u>41.45</u>
BM-2 Asphaltic Concrete	8,001 - 13,000 Tons	\$ <u>38.95</u>

Bids are due by: 3:00 P.M., Monday, March 2, 2009

Production Location(s): 31st & Haskell

Supplier: Asphalt Sales of Lawrence

By: [Signature]

Date: 3/2/09

RECOMMENDED FOR APPROVAL:

[Signature]
Keith A. Browning, P.E.
Director of Public Works

ACCEPTED:
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles Jones, Chairman

Nancy Thellman, Member

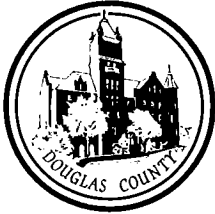
Jim Flory, Member

Attest:

Jamie Shew, Douglas County Clerk

Date: _____

Date



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 4, 2009

Re : Authorization to issue RFP's for engineering design services
Replacement of Route 1057 over the Wakarusa River
Project No. 23 C-4123-01

The Five-Year Plan for federally funded projects includes replacing the Route 1057 bridge located approximately ½-mile south of K-10 highway over the Wakarusa River. KDOT has currently scheduled the project for a January 2012 bid opening. In order to meet KDOT's project development schedule, we need to hire a consultant this year to begin design. Field Check plans will be due in 2010.

Preliminary Engineering, i.e. engineering design, is not eligible for federal funding. It is the County's responsibility to provide and pay for preliminary engineering. Attached is the most recent project cost estimate. We currently estimate engineering design services to cost approximately \$230,000, which is 10% of the estimated construction cost. The CIP contains adequate funds designated for this project.

Also attached is the proposed Scope of Services for this project. In designing the bridge replacement, we want the consultant to consider the *future* need to raise the profile of Route 1057 between the bridge and K-10. The existing profile is below the base flood elevation, which is not appropriate for a designated arterial road. While we do not foresee raising the road profile in the near future, it is likely the road profile will need to be raised at some point in time. As part of a preliminary study, the consultant will look at determining the required bridge waterway opening to allow the future raising of Route 1057 north of the bridge without raising the current base flood elevation.

Action Required: Authorization for the Public Works Director to issue Requests for Proposals for engineering design services for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River.

Date: 1/29/2009
 By: KAB

PRELIMINARY PROJECT COST ESTIMATE

Project No. 23 C-4123-01
 Replace Bridge No. 13.00-19.00
 Route 1057 over Wakarusa River

	<u>Length</u>	<u>Width</u>	<u>Area</u>	<u>Cost/s.f.</u>	<u>Cost</u>
Bridge	500	40	20000	90	\$ 1,800,000
Approach Roadways					\$ 500,000
Total Construction					\$ 2,300,000
Const Engrg (15%)					\$ 345,000
Total Construction + Const Engineering					\$ 2,645,000
Federal Share (80%)				\$ 2,116,000	
Local Share (20%)				\$ 529,000	
Total				\$ 2,645,000	
Local Share - construction & const engrg					\$ 529,000
Design (10%)					\$ 230,000
R/W & Utilities					\$ 60,000
Estimated 2009 Total DGCO Project Cost					\$ 819,000

STRUCTURE NO. 13.00N-19.00E

EXHIBIT A

SCOPE OF SERVICES

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Engineering design for replacement of the existing bridge (13.00N-19.00E) carrying Route 1057 over the Wakarusa River approximately ½ mile south of K-10 highway. The project is in Douglas County's Five-Year Plan for federally funded projects. The existing bridge is a 3-span (115'-160'-115') continuous steel girder bridge. In addition to the bridge replacement, perform hydraulic analysis to determine the ramifications of raising the Route 1057 profile above the base flood elevation in the future.

II. PRELIMINARY DESIGN PHASE (Field Check)

1. Meet with County staff to determine specific project needs and general project desires. Also, review and receive available information and plans. Project budget will be provided by County staff.
2. Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the Project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of at least eleven (11) PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. All survey data must be provided to the County in digital format allowing insertion into AutoCad environment using standard fieldbook format (PNEZD space delimited).
3. Obtain information from utility companies who have facilities within the Project limits. Utility companies shall be required to locate their facilities within the Project limits. Include utility locations in survey data. Provide preliminary utility coordination. Line and depth are required for all underground utilities.
4. Obtain ownership and easement (O & E) certificates on the properties that abut the Project site. Copies of all ownership maps and recorded plats will be obtained from the Douglas County courthouse.
5. Provide for any geological and geotechnical investigations to determine required bridge foundations and approach roadway pavement in accordance with Douglas

County and/or KDOT requirements. Provide a written report and make recommendations on what is needed for the Project.

6. Prepare a hydrological study and analysis to establish recommendations concerning appropriate waterway opening for the structure, length of the structure, approach roadway profile, and appropriate future profile grades for the roadway crossing the floodplain between the new structure and K-10 highway. While the Project scope is limited to replacing the existing bridge only, the study should consider the likelihood that the Route 1057 profile will be raised in the future. In determining the appropriate waterway opening for the bridge, the study should include a preliminary analysis of all incidental structure sizes, alignments, grades, and associated drainage design items needed in the future to raise the Route 1057 profile above the base flood elevation. Perform watershed analysis and computer flow modeling using HECRAS or other hydraulic software approved by the County and/or KDOT. Provide a written report of the results of this analysis and copies of the computer digital data.
7. Review alternative design concepts with the County prior to progressing to the detailed aspects of the Project. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the Project. County's concurrence in the selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the Consultant.
8. The following will be needed, as a minimum, to develop Field Check plans:
 - a) Prepare the base drawing with the plan portion showing existing topography, contours, utilities, property lines, right-of-way, and a profile of the existing structure and approach roadways. The base drawings shall be later used as full scale base drawings for right-of way and final design plans.
 - b) The plans and construction drawings shall be prepared in conformity with the state and federal design criteria appropriate for the Project, in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
 - c) The Field Check plans shall include the proposed additional easement and right-of-way limits, property lines and ownerships, section lines, township and ranges, any U.S. Surveys, a general outline of the construction staging, and other critical design items.

9. The Consultant shall be responsible for verification, furnishing, and recording of any legal land corners necessary for legal descriptions used in deed writing. The Consultant shall tie the approved centerline to established land corners. .
10. Prepare Field Check estimate of probable construction cost for the Project.
11. Prepare two full-size sets of Field Check plans for County and KDOT review. These documents shall include preliminary right-of-way, necessary easement acquisitions, drainage area map, and drainage design data. If Project is over budget, a determination of alternates is required. Contract may be terminated if additional funds are not available or project modifications cannot be made.
12. Accompany County officials to a Field Check meeting with KDOT.

III. FINAL DESIGN PHASE (Office Check)

1. Attend up to three (3) Board of County Commissioners or public meetings to discuss the proposed improvements and their impact on the adjacent properties.
2. Prepare a right-of-way strip map and furnish the County with the original and two copies of the strip map as well as digital files in pdf format. Also, furnish the County with 11" x 17" plats and boundary descriptions of each property required for easement acquisition. Boundary descriptions shall be sealed by the land surveyor in responsible charge. The Consultant agrees to complete these easement descriptions and drawings by eight (8) months prior to bid opening. The Consultant shall be responsible for making reasonable revisions to the right-of-way and construction plans resulting from negotiations with the property owners.
3. Prepare all applications, exhibits, drawings, and specifications necessary to obtain all required permits. Applications should be prepared for the County's execution and submittal. Assist the County in obtaining permit approvals by furnishing additional information about the Project design. Provide, in the specifications, a list of the permits which must be obtained by the construction contractor.
4. The Consultant shall be responsible for preparing the required applications and obtaining approved permits for the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, U.S. Army Corps of Engineers 404 Permit, and/or the Kansas Department of Agriculture, Division of Water Resources permits.
5. Prepare final construction documents for improvements, incorporating all Field Check comments from the County and KDOT. Submit final plans to the County and KDOT for final review.

6. The design plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. The traffic control plan requires submittal to the County for review and approval prior to inclusion in the final design plans.
7. Prepare detailed stormwater pollution prevention plans (SWP3) as required by the State for inclusion in the final construction plans.
8. The Consultant shall prepare computations for all design plan quantities and bid items.
9. The Consultant shall provide copies of design calculations and/or any supporting documentation as requested by Douglas County and/or KDOT.
10. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets.
11. The Consultant shall design the plans in conformance with KDOT specifications. Provide any required special provisions to the KDOT construction specifications as needed for construction items on the plans.
12. As a minimum, the final design plans shall include the following:
 - a) Title Sheet
 - b) Typical Sections
 - c) Plan Sheets
 - d) Profile Sheets
 - e) Bridge Detail Sheets
 - f) Traffic Control Plan Sheets
 - g) Stormwater Pollution Prevention Plan
 - h) Drainage Area Map,
 - i) Hydrologic and hydraulic data for drainage systems
 - j) Permanent Signing Quantity Sheets
 - k) KDOT Standard Detail Sheets
 - l) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
 - m) Miscellaneous Detail Sheets, non-standard details
 - n) Summary of Quantities listed as bid items.

Additional plans and information may be required to complete the Final Plans.

13. Provide all utility companies a set of final plans for their use. Meet with each utility company to discuss the relocation of their facilities and the time schedule.
14. Provide estimate of probable construction cost based upon the final plans.

15. Accompany County officials to any plan review meeting(s) with KDOT, if requested by the County or KDOT. Prepare revised design plans as requested by the County or KDOT, made necessary by Field Check and/or Office Check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project.

16. AutoCad Plot Files, AutoCad .dwf files, .tif files, or .pdf files are to be supplied in addition to original mylars. Two (2) hard copies of the final plans, printed on 24" x 36" bond paper, shall also be delivered to the County.

IV. BIDDING PHASE

1. Answer all questions from contractors regarding the final plans. If necessary, issue any requested addenda.
2. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

V. CONSTRUCTION PHASE

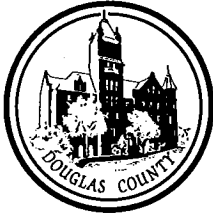
1. Attend a preconstruction conference with the County, KDOT, and the contractor, once the Project has been awarded.
2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.
3. Review and comment, or approve, contractor's shop drawings and samples and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents.
4. A separate agreement for construction inspection will be executed at a later date, if desired by the County.
5. Following construction, inspect the bridge, prepare the initial report on the bridge's condition, and enter inspection data into KDOT's bridge inspection web portal. Also, provide the County with inventory and operating ratings for the five standard truck configurations.

GENERAL

1. Prepare the design plans for the Project for such parts or sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule as issued by KDOT. Further, the Consultant agrees to complete all design plan development stages no later than the due dates

on the Project's current official schedule as issued by KDOT, exclusive of delays beyond the Consultant's control. Provide schedule for completion of Field Check plans, Office Check plans, right-of-way plans, and final plans, in conformance with the KDOT bid date.

2. Provide written monthly progress reports as detailed in Exhibit C.
3. Consultant must notify the County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
4. Written notes from any meetings with state, federal, or other agencies will be provided to the County by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
5. All documents must be provided in the current version of Microsoft Word, as designated by the County at the time of execution of this contract.
6. All drawings must be prepared in accordance with KDOT standards and requirements. Also final plans, field notes, and other pertinent Project mapping records are to be provided to the County in digital format, as detailed in Exhibit D.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

MEMO TO: Douglas County Commissioners

DATE: February 25, 2009

FROM: Pam Madl 

SUBJECT: Telephone Line Renewals

The outlying County buildings receive their telephone service through AT&T Plexar lines. These buildings include Youth Services, the Jail, the Fairgrounds, Public Works Shop, and the Satellite Offices (both 27th Street and Dillons). Our most recent 5-year contract ended in October, but AT&T allowed us to continue without a contract while we were investigating other possible solutions to telephone service, such as installing a high speed line and using Internet Protocol to our switch in the JLE building. Unfortunately, those options are too costly given the current economic situation, and so our only other solution is to continue with the Plexar lines.

Attached is a contract for 3 years for Plexar service to the above named locations. Although somewhat difficult to interpret, the contract covers the following services:

Location	# Lines	Cost per Line	Monthly	Annually
Youth Services	27	\$13.80	\$342.60	\$4,471.20
JLE Building (to connect with outgoing lines)	4	\$13.80	\$55.20	\$662.40
27 th St. Satellite	11	\$18.70	\$205.70	\$2,468.40
Public Works Shop	6	\$13.80	\$82.80	\$993.60
Jail	75	\$6.00	\$1,046.90	\$12,562.80
	47	\$12.70		
Dillons Satellite	1	\$13.80	\$13.80	\$165.60
Fairgrounds	4	\$13.80	\$55.20	\$662.50
Fairgrounds Caretaker House	1	\$18.70	\$18.70	\$224.40
TOTAL COSTS			\$1,820.90	\$22,210.80

These costs will remain fixed for a period of 36 months. A motion will be required authorizing me to enter into a contract with AT&T for these services, and to renew the contract on an annual basis for 2 subsequent years. Please let me know if you have any questions.



AT&T ILEC Plexar® II ("Service")
Pricing Schedule/Confirmation of Service Order

- Pricing Schedule to AT&T Agreement Reference No. ____*
- Confirmation of Service Order

If neither box above is checked then this document is a standalone Confirmation of Service Order.

* This document may be used as a Pricing Schedule only if attached to an Agreement referred to internally at AT&T as a UA MSA, UA MA or UA SSTC.

Customer ("Customer")	AT&T ("AT&T")
Douglas County 1100 Massachusetts St. Lawrence Ks 66042 USA Main Billing Telephone Number (if applicable): 785 331-1300	For purposes of this Pricing Schedule/Confirmation of Service Order, AT&T means the Service Provider(s) specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact
Name: Pam Madl Title: Asst. Co. Admin. Telephone: 785 832-5329 Fax: E-mail: pmadl@douglas-county.com <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Carol Cowger Title: Account Manager Telephone: 785 291-9281 Fax: 785 276-1975 Email: cc1367@acc.com Street Address: 220 E. 6, Rm 100 City: Topeka State: Ks Zip Code: 66603 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Confirmation of Service Order and the applicable Tariff(s) and Guidebook(s). If this document serves as a Confirmation of Service Order (as indicated above), the Confirmation of Service Order is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff; or (b) the AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebook(s) and the BSA can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s). Throughout the remainder of this document, this document shall be referred to as the "Pricing Schedule".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T And Customer Confidential Information



**AT&T ILEC Plexar® II ("Service")
Pricing Schedule/Confirmation of Service Order**

1. Service Provider and Tariff or Guidebook: (Check all that apply.)

<input type="checkbox"/> Southwestern Bell Telephone Company d/b/a AT&T Arkansas – General Exchange Tariff, Section 22
<input type="checkbox"/> Southwestern Bell Telephone Company d/b/a AT&T Missouri – General Exchange Tariff, Section 45
<input checked="" type="checkbox"/> Southwestern Bell Telephone Company d/b/a AT&T Kansas – General Exchange Tariff, Section 45
<input type="checkbox"/> Southwestern Bell Telephone Company d/b/a AT&T Oklahoma – General Exchange Tariff, Tab 25
<input type="checkbox"/> Southwestern Bell Telephone Company d/b/a AT&T Texas – General Exchange Tariff, Section 5

2. Order information:

Pricing Schedule Type: New Renewal

Pricing Schedule Term: 36 months ("Term", "Minimum Payment Period")

Quantities, rates, and locations are provided on Attachment to AT&T Plexar® II Pricing Schedule/Confirmation of Service Order Services Covered form, attached hereto and incorporated herein by reference.

3. The rates in this Pricing Schedule are the applicable Tariff or Guidebook rates currently in effect. Billing for the Service will begin when the Term begins (as set forth below). Rates may change, but in no case exceed the rates set forth in this Pricing Schedule, during the Term. The rates in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services
4. The Effective Date of this Pricing Schedule is the later of the signature dates above. The Term begins ("Term Start Date") (1) if this Pricing Schedule is for "New Install" as checked above, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for "Renewal" as checked above, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Term based on the number of months selected above. At the end of the Term, the Service will automatically be provided to Customer under the terms and conditions of the applicable Tariff or Guidebook on a month-to-month basis at the then-current month-to-month Tariff or Guidebook rates unless and until execution of a then available term plan for the Service or until AT&T or Customer cancels the Service on 30-day prior written notice.
5. If Customer cancels this Pricing Schedule prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. These charges shall become due and immediately payable upon termination.
6. If Customer disconnects Plexar stations before the expiration of the Term, termination liability will apply. Termination charges will be applicable under the following conditions: If the Customer a) disconnects the entire Service; b) disconnects more than 35% of the maximum contracted station quantity installed during the duration of the contract.

The termination charge is calculated as follows:

- 6.1 Subtract the allowable 35% station fluctuation from the contracted station quantity installed during the duration of the Term.
- 6.2 Multiply this number by the monthly Plexar II rates.
- 6.3 Multiply by the number of months of the Pricing Schedule Term not being fulfilled.
- 6.4 Multiply by fifty percent (50%).

These charges shall become due and immediately payable upon termination. In addition, Customer must pay in full any non-recurring charges that have been deferred.

7. Customer may move Plexar-II Service within the same serving central office or to another central office where facilities permit, subject to the appropriate non-recurring charges, and any other appropriate charges/costs resulting from the Customer's requirements (e.g., overtime hours, special construction).
8. This Pricing Schedule shall be subject to all federal, state, and local laws, ordinances, regulations, and applicable Tariff(s) or Guidebook(s), and shall be construed in accordance with the laws of the state in which Service is furnished, without regard to any conflict of laws or rules. If federal, state or local law prohibits Customer from executing any



AT&T ILEC Plexar® II ("Service")
Pricing Schedule/Confirmation of Service Order

agreement for more than a specified term, then the Term of this Pricing Schedule shall be limited to the maximum term allowable by law or any lesser term mutually agreed to by both parties.

9. **Entire Agreement:** This is a Pricing Schedule for Plexar Service, as that Service is offered in the applicable, filed State Tariff(s) or Guidebook. This supersedes all prior representations, warranties, or agreements, whether oral or written, express or implied.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	(785) (-- (77
Program Code:	

End of Document



**AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED**

Customer Douglas County

Telephone Number 785 331-1300

Date Issued 2-17-09

Service Address: 1930 Harper St.

Service Address: 2120 Harper St.

-Plexar Stations: 4 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 4 Fixed Rate Per SLF: \$7.80

-Plexar Stations: 1 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 1 Fixed Rate Per SLF: \$12.70

Service Address: _____

Service Address: _____

-Plexar Stations: _____ Fixed Rate Per Station: _____
-Station Line Facilities: _____ Fixed Rate Per SLF: _____

-Plexar Stations: _____ Fixed Rate Per Station: _____
-Station Line Facilities: _____ Fixed Rate Per SLF: _____

Service Address: _____

Service Address: _____

-Plexar Stations: _____ Fixed Rate Per Station: _____
-Station Line Facilities: _____ Fixed Rate Per SLF: _____

-Plexar Stations: _____ Fixed Rate Per Station: _____
-Station Line Facilities: _____ Fixed Rate Per SLF: _____

Initial Installation Service Connection Charge per Station: \$23.15

Service Establishment Charge per Serving Central Office: \$600.00

Supersedure Fee per System: \$21.00

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges.

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: \$ _____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

Customer Signature

Date: _____

AT&T

Date: _____



**AT&T ILEC PLEXAR® II
ATTACHMENT TO PRICING SCHEDULE/CONFIRMATION OF SERVICE ORDER
SERVICES COVERED**

Customer Douglas County

Telephone Number 785 331-1300

Date Issued 2-17-09

Service Address: 330 Industrial Lane

Service Address: 711 E 23

-Plexar Stations: 27 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 27 Fixed Rate Per SLF: \$7.80

-Plexar Stations: 6 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 6 Fixed Rate Per SLF: \$7.80

Service Address: 111 E 11

Service Address: 3601 E. 25

-Plexar Stations: 4 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 4 Fixed Rate Per SLF: \$7.80

-Plexar Stations: 75 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 47 Fixed Rate Per SLF: \$12.70

Service Address: 2108 W 27

Service Address: 3000 W. 6

-Plexar Stations: 11 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 11 Fixed Rate Per SLF: \$12.70

-Plexar Stations: 1 Fixed Rate Per Station: \$6.00
-Station Line Facilities: 1 Fixed Rate Per SLF: \$7.80

Initial Installation Service Connection Charge per Station: \$23.15

Service Establishment Charge per Serving Central Office: \$600.00

Supersedure Fee per System: \$21.00

Initial Installation Discount Rate: _____

- To be used in determining the present worth of Termination Liability pursuant to Item 4 of the Pricing Schedule.
- To be used in determining the annuity factor for deferral of initial installation and/or non-recurring charges.

Subsequent Addition Discount Rate: _____

- To be used in determining the annuity factor for deferral of Subsequent Installation and/or non-recurring charges.

Customer Elects to defer the following amount of non-recurring charges over the Plexar Contract Period: \$ _____

THIS ADDENDUM MAY BE REISSUED, AS REQUIRED, TO REFLECT SERVICE AND/OR EQUIPMENT CHANGES ORDERED BY THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL STATIONS BEYOND THE INITIAL QUANTITY ARE SUBJECT TO TERMINATION LIABILITY.

Customer Signature

Date:

AT&T

Date: