

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, AUGUST 17, 2009

8:10 a.m. – County Commission Meeting

-Convene

-Consider approval of the minutes July 13, July 15, July 29, August 3, and August 10, 2009

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consent: Consider acquisition of right-of-way for structure No. 0.00N-1.79E (Keith Browning)
- (c) Consider approval for the purchase of seven Motorola mobile data computers for the Sheriff's Department (Steve Hornberger)
- (d) Acknowledgement of fee reports for July 2009, and additional items for April, May and June 2009.

REGULAR AGENDA

- (2) Consider awarding construction contract for Project No. 2009-5, rehabilitation of Route 458 bridges over the Wakarusa River and Rock Creek arms of Clinton Lake. (Keith Browning)
- (3) Consider awarding contract for overlaying portions of Route 458 and Route 1055 Project No. 2009-6 (Keith Browning)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (5) Adjourn

WEDNESDAY, AUGUST 19, 2009

6:35 p.m. – County Commission Meeting

-Convene

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;

REGULAR AGENDA

- (2) Public Hearing for 2010 Budget
- (3) Authorize County to apply for HPRP Funds on behalf of the Salvation Army (Emily Jackson)
- (4) Consider Mid-States Material's detailed reclamation plans for Phases 1A, 2, 3 and 4 of the Big Springs Quarry; 2 North 1700 Road. Submitted by Professional Engineering Consultants for Mid-States Ventures, L.L.C., property owner of record. (Mary Miller is the Planner)
- (5) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment

(6) Adjourn

MONDAY, AUGUST 24, 2009

- Tentative date for consideration of request from the City of Lawrence to declare Douglas County as a recovery zone for the purposes of using special recovery zone financing and allocating \$2 million of the County's Economic Development bond allocation to the City's project to extend water and sewer to the airport.

-Consider request that the Board of County Commissioners make a determination that the following described tract of land, which is located within the Kansas River Levee easement, is surplus property not required for public use by the County and is unmarketable, and quit-claim it to the City of Lawrence: East 16 feet of Lot 38 on Locust Street, North Lawrence, in the City of Lawrence, Douglas County, Kansas. Adopt findings as appropriate. (Evan Ice)

WEDNESDAY, AUGUST 26, 2009

MONDAY, AUGUST 31, 2009

-No Commission Meeting

WEDNESDAY, SEPTEMBER 2, 2009

-Presentation about H1N1 Pandemic preparedness in Douglas County (Dan Partridge and Teri Smith).

WEDNESDAY, SEPTEMBER 9, 2009

WEDNESDAY, SEPTEMBER 16, 2009

-Consider and adopt Resolution relating to the County's issuance of General Obligation Refunding and Improvement Bonds, Series 2009-A. (Evan Ice)

WEDNESDAY, SEPTEMBER 23, 2009

WEDNESDAY, SEPTEMBER 30, 2009

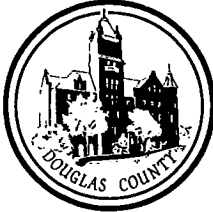
WEDNESDAY, OCTOBER 7, 2009

Proclamation -October 10, 2009 as "Put the Brakes on Fatalities Day."

WEDNESDAY, NOVEMBER 4, 2009

-Lone Star Weed Discussion

Note: The Douglas County Commission meets regularly on Mondays at 8:10 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 *KAB*
Michael D. Kelly, L.S., County Surveyor *M*
DATE : August 12, 2009
RE : Drainage Structure Replacement; Bridge No. 1.00N – 1.79E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located approximately two (2) miles northeast of the southwest corner of Douglas County. Plans were developed in-house and negotiations with the pertinent landowners for permanent easement are now complete.

Construction is planned for October and will be accomplished primarily using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT's FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval to authorize Nancy Thellman to affix her signature to the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure No. 1.00N – 1.79E.

DOUGLAS COUNTY, KANSAS
CONTRACT FOR HIGHWAY PURPOSES

Road No. 315 (N100 Rd)
Project No. 01000179

Tract No. 1

THIS AGREEMENT made and entered into this _____ day of _____, 2009 A.D.
by and between

Ben William Wray and Leah R. Wray, husband and wife
4591 Colorado Road
Pomona, Kansas 66076

hereinafter called party of the first part and the Board of County Commissioners of the County of Douglas, State of Kansas, hereinafter called party of the second part.

1. In consideration of the agreements, covenants and provisions herein contained, the party of the first part hereby agrees to furnish to the party of the second part an easement for use as a public highway the following real estate hereinafter referred to as the premises:

That portion of the Southeast Quarter (SE ¼) of Section 12, Township 15 South, Range 17 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

commencing at the southwest corner of said Southeast Quarter (SE ¼), thence East on an assumed bearing of North 90 degrees 0 minutes 0 seconds East along the south line of said Southeast Quarter (SE ¼) a distance of 1,275.23 feet to the point of beginning of the land to be described, thence North 0 degrees 0 minutes 0 seconds West a distance of 25.00 feet, thence North 84 degrees 3 minutes 45 seconds East a distance of 125.67 feet, thence North 89 degrees 25 minutes 37 seconds East a distance of 200.01 feet, thence South 63 degrees 26 minutes 6 seconds East a distance of 33.54 feet, thence South 0 degrees 0 minutes 0 seconds East a distance of 25.00 feet to the south line of said Southeast Quarter (SE ¼), thence South 90 degrees 0 minutes 0 seconds West along the south line of said Southeast Quarter (SE ¼) a distance of 355.00 feet to the point of beginning; less existing highway.

2. It is agreed that possession of the premises is the essence of this contract and party of the second part may take possession of the premises per terms of this contract, for purposes set forth herein.

Approx. 0.0881 acres = R/W easement

Approx. 0.0103 acres = Temporary easement for construction (See page 4 for description.)

Approx. 0 feet = Fence

Approx. 0 feet = Temporary Fence

Other improvements and buildings: (Describe) **None.**

Other considerations: (Describe) **None.**

Total: **Four Hundred Twenty Five and 00/100 Dollars**

LUMP SUM: **\$425.00**

Party of the second part agrees to pay and party of the first part agrees to accept the lump sum (\$425.00) as full payment under this contract. Party of the first part agrees to grant to party of the second part the right of possession of the premises on the 15th day of September, 2009 A.D. It is further agreed that party of the first part shall remove fences or other facilities, if any, which are located within the proposed right-of-way within 30 days after the signing of this contract. Party of the first part further agrees that party of the second part shall make payment of the lump sum (\$425.00) agreed to as full payment under this contract as follows: **Party of the second part shall make lump sum payment to party of the first part.**

3. Agreements, including deviations from the final plans shown, such as entrance locations, tree and shrubbery removal, etc., and special or additional considerations not shown on the final plans, must be made a written part of this contract under "REMARKS", and are a part of this contract as fully as if written in this contract.

4. Party of the second part agrees that any farm drain tile lines or tile outlets, excepting septic tank, or other sanitary outlets, which are located within the proposed right-of-way and are damaged or destroyed by highway construction, shall be repaired or replaced at no expense to party of the first part. Party of the first part agrees to relocate any septic tank outlets or other sanitary outlet located within the proposed right-of-way, relocating such outlets so as to drain away from the highway.

5. It is hereby agreed that party of the second part may make immediate entry on the premises, upon signing this contract, for the purpose of obtaining additional field information. In consideration of the premises party of the first part consents to the proposed establishment, realignment and/or any change of grade of said highway as shown on the project plan documents and hereby accepts payment under this contract for any and all damages arising therefrom.

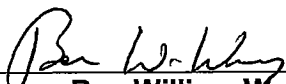
6. The signing of this agreement by party of the first part does not jeopardize any right to relocation assistance benefits for which there may be eligibility under applicable State and Federal law.

REMARKS:

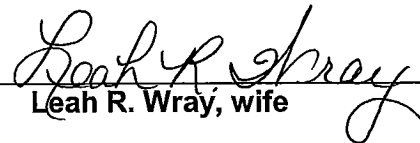
None

Signed:

Party of the First Part



Ben William Wray, husband



Leah R. Wray, wife

DOUGLAS COUNTY - Party of the Second Part

Approval Recommended:

By: Keith A. Browning Date 8/12, 2009
Keith A. Browning, P.E., Director of Public Works

BOARD OF COUNTY COMMISSIONERS, Douglas County, Kansas

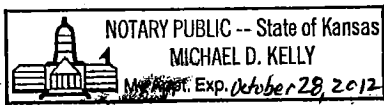
By: _____ Date _____, 2009
Nancy Thellman, Chair

ATTEST: _____
Jameson Shew, County Clerk

State of Kansas)
) ss:
County of ~~Douglas~~ Franklin)

BE IT REMEMBERED, that on this 12th day of August, 2009, before me, a Notary Public in and for said County and State, came Ben William Wray and Leah R. Wray to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Michael D. Kelly
Michael D. Kelly, Notary Public

My appointment expires October 28, 2012.

Tract 1
Wray

Project No. 01000179
Road No. 315 (N100 Rd.)
Structure No. 01.00N – 01.79E

TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Southeast Quarter (SE ¼) of Section 12, Township 15 South, Range 17 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

commencing at the southwest corner of said Southeast Quarter (SE ¼), thence East on an assumed bearing of North 90 degrees 0 minutes 0 seconds East along the south line of said Southeast Quarter (SE ¼) a distance of 1,675.23 feet, thence North 0 degrees 0 minutes 0 seconds West a distance of 25.00 feet to the point of beginning of the land to be described, thence North 90 degrees 0 minutes 0 seconds East a distance of 45.00 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 10.00 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 45.00 feet, thence South 0 degrees 0 minutes 0 seconds East a distance of 10.00 feet to the point of beginning; containing 0.0103 acres, more or less,

The above described temporary easement shall terminate immediately upon completion of construction of Project No. 01000179.

DOUGLAS COUNTY, KANSAS
CONTRACT FOR HIGHWAY PURPOSES

Road No. **315 (N100 Rd)**
Project No. **01000179**

Tract No. **2**

THIS AGREEMENT made and entered into this _____ day of _____, 2009 A.D.
by and between

Charles M. Fawl and Roxane M. Fawl, husband and wife
351 E300 Road
Overbrook, Kansas 66524

hereinafter called party of the first part and the Board of County Commissioners of the County of Douglas, State of Kansas, hereinafter called party of the second part.

1. In consideration of the agreements, covenants and provisions herein contained, the party of the first part hereby agrees to furnish to the party of the second part an easement for use as a public highway the following real estate hereinafter referred to as the premises:

That portion of the Northeast Quarter (NE ¼) of Section 13, Township 15 South, Range 17 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

commencing at the northwest corner of said Northeast Quarter (NE ¼), thence East on an assumed bearing of North 90 degrees 0 minutes 0 seconds East along the north line of said Northeast Quarter (NE ¼) a distance of 1,546.23 feet to the point of beginning of the land to be described, thence South 0 degrees 0 minutes 0 seconds West a distance of 40.00 feet, thence North 90 degrees 0 minutes 0 seconds East a distance of 54.00 feet, thence North 59 degrees 2 minutes 10 seconds East a distance of 29.15 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 25.00 feet to the north line of said Northeast Quarter (NE ¼), thence South 90 degrees 0 minutes 0 seconds West along the north line of said Northeast Quarter (NE ¼) a distance of 79.00 feet to the point of beginning; less existing highway.

2. It is agreed that possession of the premises is the essence of this contract and party of the second part may take possession of the premises per terms of this contract, for purposes set forth herein.

Approx. **0.0229** acres = R/W easement

Approx. **0.1187** acres = Temporary easement for construction (See page 4 for description.)

Approx. **0** feet = Fence

Approx. **0** feet = Temporary Fence

Other improvements and buildings: (Describe) **None.**

Other considerations: (Describe) **None.**

Total: **One Hundred Seventy Five and 00/100 Dollars**

LUMP SUM: **\$175.00**

Party of the second part agrees to pay and party of the first part agrees to accept the lump sum (**\$175.00**) as full payment under this contract. Party of the first part agrees to grant to party of

the second part the right of possession of the premises on the 15th day of September, 2009 A.D. It is further agreed that party of the first part shall remove fences or other facilities, if any, which are located within the proposed right-of-way within 30 days after the signing of this contract. Party of the first part further agrees that party of the second part shall make payment of the lump sum (**\$175.00**) agreed to as full payment under this contract as follows: **Party of the second part shall make lump sum payment to party of the first part.**

3. Agreements, including deviations from the final plans shown, such as entrance locations, tree and shrubbery removal, etc., and special or additional considerations not shown on the final plans, must be made a written part of this contract under "REMARKS", and are a part of this contract as fully as if written in this contract.

4. Party of the second part agrees that any farm drain tile lines or tile outlets, excepting septic tank, or other sanitary outlets, which are located within the proposed right-of-way and are damaged or destroyed by highway construction, shall be repaired or replaced at no expense to party of the first part. Party of the first part agrees to relocate any septic tank outlets or other sanitary outlet located within the proposed right-of-way, relocating such outlets so as to drain away from the highway.

5. It is hereby agreed that party of the second part may make immediate entry on the premises, upon signing this contract, for the purpose of obtaining additional field information. In consideration of the premises party of the first part consents to the proposed establishment, realignment and/or any change of grade of said highway as shown on the project plan documents and hereby accepts payment under this contract for any and all damages arising therefrom.

6. The signing of this agreement by party of the first part does not jeopardize any right to relocation assistance benefits for which there may be eligibility under applicable State and Federal law.

REMARKS:

None

Signed:

Party of the First Part

Charles M. Fawl

Charles M. Fawl, husband

Roxane M. Fawl

Roxane M. Fawl, wife

DOUGLAS COUNTY - Party of the Second Part

Approval Recommended:

By: Keith A. Browning Date 8/12, 2009
ML Keith A. Browning, P.E., Director of Public Works

BOARD OF COUNTY COMMISSIONERS, Douglas County, Kansas

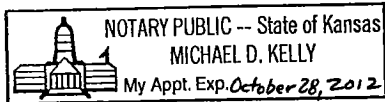
By: _____ Date _____, 2009
Nancy Thellman, Chair

ATTEST: _____
Jameson Shew, County Clerk

State of Kansas)
County of ~~Douglas~~ Osage) ss:

BE IT REMEMBERED, that on this 11th day of August, 2009, before me, a Notary Public in and for said County and State, came Charles M. Fawl and Roxane M. Fawl to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Michael D. Kelly
Michael D. Kelly, Notary Public

My appointment expires October 28, 2012.

Tract 2
Fawl

Project No. 01000179
Road No. 315 (N100 Rd.)
Structure No. 01.00N – 01.79E

TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Northeast Quarter (NE ¼) of Section 13, Township 15 South, Range 17 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

commencing at the northwest corner of said Northeast Quarter (NE ¼), thence East on an assumed bearing of North 90 degrees 0 minutes 0 seconds East along the north line of said Northeast Quarter (NE ¼) a distance of 1,625.23 feet, thence South 0 degrees 0 minutes 0 seconds West a distance of 25.00 feet to the point of beginning of the land to be described, thence North 90 degrees 0 minutes 0 seconds East a distance of 50.00 feet, thence South 0 degrees 0 minutes 0 seconds West a distance of 55.00 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 55.00 feet, thence North 71 degrees 19 minutes 59 seconds West a distance of 78.11 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 15.00 feet, thence North 90 degrees 0 minutes 0 seconds East a distance of 54.00 feet, thence North 59 degrees 2 minutes 10 seconds East a distance of 29.15 feet to the point of beginning; containing 0.1187 acres, more or less,.

The above described temporary easement shall terminate immediately upon completion of construction of Project No. 01000179.

11(c)

OFFICE OF



THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: Douglas County Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern *[Signature]*

Date: August 7, 2009

Subject: 2009 MOBILE DATA COMPUTER PURCHASE

I request the purchase of seven Motorola mobile data computers ("MDC's") be added to the Douglas County Commission's consent agenda. These MDC's will be purchased from TFM Communications via state contract number 28440 at a cost of \$36,090.60. The funding for four of the computers was previously approved by the Board of County Commissioners in the 2009 Sheriff's Office budget and is contained within line item 81300. The funding for the additional three computers was obtained through a non-matching Department of Justice COPS technology grant.

This purchase is necessary to replace existing mobile data computers that have been in use for approximately six years. Our existing system is comprised of Motorola computers and the proprietary software that is required to establish communications with the network.

I have included copies of the vendor information and price quotation with this request. In addition to the prices listed on the quotation, \$195.00 was added to the cost of each computer in order to add an expansion port, bringing the total cost for this request to \$37,455.60. If you have any further questions, please feel free to contact me.

Attachment



MOTOROLA

Quote Number: QU0000088933

Effective: 06 AUG 2009

Effective To: 05 OCT 2009

DOUGLAS COUNTY SHERIFF
111 E 11TH ST
LAWRENCE, KS 66044
United States

Attention:

Name: BRAD SCHWAB

Phone: 785-865-8126

Sales Contact:

Name: Lisa Rowland

Email: lrowland@tfmcomm.com

Phone: 7852332343

Contract Number: 28440

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	7	F5208A	MW810 MOBILE WORKSTATION CPU	\$2,995.00	\$2,336.10	\$16,352.70
1a	7	VA00045AB	KEYBOARD, BACKLIT, US, MW810	\$255.00	\$198.90	\$1,392.30
1b	7	VA00038AA	WIN XP-PRO IMAGE W/ VISTA BUSINESS LICENSE	\$250.00	\$195.00	\$1,365.00
1c	7	VA00384AA	SERIAL & USB I/O EXPANSION BOARD	\$250.00	\$195.00	\$1,365.00
1d	7	VA00364AA	INTEL CORE 2 DUO 1.66GHZ T5500	-	-	-
1e	7	VA00398AA	HARD DRIVE, 120GB	-	-	-
1f	7	VA00369AA	2GB DDR2, DUAL SLOT, MW810	\$295.00	\$230.10	\$1,610.70
1g	7	VA00044AE	DISP. 12.1" XGA 1200NIT TOUCHSCREEN	\$2,795.00	\$2,180.10	\$15,260.70
1h	7	V591AE	1.5M(4.9FT) MW810 DISP-CPU CBL,RGB	\$65.00	\$50.70	\$354.90
1i	7	VA00635AA	ADD: PROMO FOR HARD DRIVE, 120GB	-	-	-
1j	7	VA00636AA	ADD: PROMO FOR 2GB DDR2, DUAL SLOT, MW810	\$-295.00	\$-230.10	\$-1,610.70

Total Quote in USD

\$36,090.60

STATE OF KANSAS CONTRACT 28440

PO Issued to Motorola must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola" as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



DOUGLAS COUNTY PUBLIC WORKS

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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 : August 10, 2009

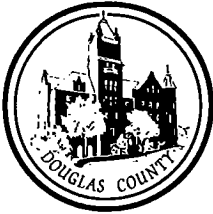
Re : Consider awarding construction contract for Project No. 2009-5
Abutment modifications and deck repairs
Route 458 bridges over Wakarusa River and Rock Arms of Clinton Lake
Bridge Nos. 10.92-03.46 and 09.64-04.82

The bid opening for the referenced project is scheduled for 3:00 pm this Thursday, August 13. In order to complete this project this construction season, it is important the contractor begin work no later than August 31. In an effort to expedite beginning construction, we wish to put awarding a contract on the Monday, August 17 agenda.

Following the bid opening we will prepare a tabulation of bids, and will email the bid tabulation to each commissioner for consideration prior to Monday's meeting.

The project includes removing both expansion joints for Bridge No. 09.64-04.82 (Rock Creek arm). For Bridge No. 10.92-03.46 (Wakarusa River arm), the project includes removing the expansion joint at the southeast abutment and replacing the expansion joint at the northwest abutment. The project also includes abutment modifications, deck repairs, silica fume concrete overlays, and asphalt approach transitions for both bridges. The project will address the failed expansion joints and delaminated concrete decks for both bridges.

Action Required: Examine bids and consider awarding a construction contract for Project No. 2009-5, rehabilitation of the Route 458 bridges over the Wakarusa River and Rock Creek arms of Clinton Lake.



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 : August 10, 2009

Re : Consider awarding contract for overlaying portions of Route 458 and Route 1055
Project No. 2009-6

On August 6, we received bids from four contractors for the referenced project (see attached tabulation). The project includes asphalt overlay work and paving shoulders on Route 458 from 1500 feet east of US-59 highway to Route 1055 (E 1500 Road), and milling and overlaying Route 1055 from Route 458 to 31st Street.

RD Johnson is the low bidder with a total bid of \$608,767.36. The Engineer's Estimate was \$782,644.30. RD Johnson's bid for the Route 458 portion and the Route 1055 portion were \$331,313.20 and \$277,454.16, respectively.

As you will recall, the Route 458 portion will be funded by the CIP. The CIP includes \$500,000 for the Route 458 portion. The Route 1055 portion will be paid from Road & Bridge Fund 201. The Overlay line item in Fund 201 allocates \$459,360 for contract overlay work.

We recommend awarding a contract to the low bidder, RD Johnson Excavating. We also request authorization to approve change orders totaling up to 5% of the contract amount.

Action Required: Approve a contract with RD Johnson Excavating in the amount of \$608,767.36 for Project No. 2009-6, asphalt overlay and paved shoulders on a portion of Route 458, and mill & overlay on a portion of Route 1055. Also, authorize Public Works Director to approve change orders totaling up to 5% of the total contract amount.

PROJECT NO. 2009-6 BID NO. 09011 - BITUMINOUS OVERLAY BID TAB			ENGINEER'S ESTIMATE				Hamm, Inc.		R D Johnson Excav.		Bettis Asphalt & Const.		L R M Industries	
Location: Rte. 458 from E1325 to E1500														
SPEC NO.	BIDDING ITEM	APPROX. QTY.		UNIT PRICE	EXT.		UNIT PRICE	EXT.		UNIT PRICE	EXT.		UNIT PRICE	EXT.
801	Mobilization	1	L.S.	\$5,000.00	\$5,000.00		\$4,000.00	\$4,000.00		\$4,300.00	\$4,300.00		\$5,600.00	\$5,600.00
Sp. Prov./805	Traffic Control	1	L.S.	\$15,000.00	\$15,000.00		\$17,000.00	\$17,000.00		\$3,190.00	\$3,190.00		\$3,300.00	\$3,300.00
611/Sp. Prov.	HMA-Commercial Grade (Class A) (Surface)	3,752	Tons	\$52.00	\$195,104.00		\$52.25	\$196,042.00		\$42.50	\$159,460.00		\$51.85	\$194,541.20
833/611 Sp. Prov.	HMA-Commercial Grade (Class A) (Base)	1,447	Tons	\$60.00	\$86,820.00		\$48.15	\$69,673.05		\$42.50	\$61,497.50		\$55.10	\$79,729.70
833/611 Sp. Prov.	HMA-Commercial Grade (Class A) (Patching)	775	Tons	\$125.00	\$96,875.00		\$125.00	\$96,875.00		\$110.00	\$85,250.00		\$89.00	\$68,975.00
612/Plans	Milling (0"-2" Depth) for Bridge Transition	933	S.Y.	\$1.50	\$1,399.50		\$2.50	\$2,332.50		\$2.90	\$2,705.70		\$5.40	\$5,038.20
Plans	Combined Material (AB-3) for Shoulders	990	Tons	\$25.00	\$24,750.00		\$18.00	\$17,820.00		\$13.00	\$12,870.00		\$24.20	\$23,958.00
804/Sp. Prov.	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00
Sp. Prov./805	Flagger (Set)	1	Hour	\$40.00	\$40.00		\$40.00	\$40.00		\$40.00	\$40.00		\$40.00	\$40.00
TOTAL BID THIS LOCATION					\$426,988.50		\$405,782.55			\$331,313.20			\$383,182.10	\$358,440.20
Location: Rte 1055 from N1000 (Rte. 458) to N1300 (31st St.)														
SPEC NO.	BIDDING ITEM	APPROX. QTY.		UNIT PRICE	EXT.		UNIT PRICE	EXT.		UNIT PRICE	EXT.		UNIT PRICE	EXT.
801	Mobilization	1	L.S.	\$10,000.00	\$10,000.00		\$3,500.00	\$3,500.00		\$4,300.00	\$4,300.00		\$3,400.00	\$3,400.00
Sp. Prov./805	Traffic Control	1	L.S.	\$9,500.00	\$9,500.00		\$13,000.00	\$13,000.00		\$3,190.00	\$3,190.00		\$3,600.00	\$3,600.00
611/Sp. Prov.	HMA-Commercial Grade (Class A) (Surface)	4,891	Tons	\$52.00	\$254,332.00		\$52.25	\$255,554.75		\$42.50	\$207,867.50		\$47.60	\$232,811.60
612/Plans	Milling (2" Nominal)	41,467	S.Y.	\$1.40	\$58,053.80		\$1.26	\$52,248.42		\$0.98	\$40,637.66		\$0.34	\$14,098.78
833/611 Sp. Prov.	HMA-Commercial Grade (Class A) (Patching)	112	Tons	\$125.00	\$14,000.00		\$125.00	\$14,000.00		\$110.00	\$12,320.00		\$90.00	\$10,080.00
Sp. Prov.	Asphalt Overlay Geotextile (Paving Fabric)	3,000	S.Y.	\$1.50	\$4,500.00		\$2.25	\$6,750.00		\$1.60	\$4,800.00		\$1.81	\$5,430.00
Sp. Prov.	Asphalt Cement for Fabric Installation	3.8	Tons	\$850.00	\$3,230.00		\$550.00	\$2,090.00		\$605.00	\$2,299.00		\$585.00	\$2,223.00
804/Sp. Prov.	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00		\$2,000.00	\$2,000.00
Sp. Prov./805	Flagger (Set)	1	Hour	\$40.00	\$40.00		\$40.00	\$40.00		\$40.00	\$40.00		\$40.00	\$40.00
TOTAL BID THIS LOCATION					\$355,655.80		\$349,183.17			\$277,454.16			\$273,683.38	\$301,509.48
GRAND TOTAL BOTH LOCATIONS					\$782,644.30		\$754,965.72			\$608,767.36			\$656,865.48	\$659,949.68
Keith Browning, Director of Public Works					Jamie Shew, County Clerk					Dated:				
By: Keith Browning					By: Keith Campbell					8/6/2009				