

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 29, 2012

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Authorization to accept material supply low price quote for precast concrete drainage structures; replacement of Structure No. 17.00-01.67 and Structure No. 17.00-01.58 (Keith Browning);
- (c) Consider approval of low bid from Bettis Asphalt and award a construction contract in the amount of \$889,753.90 for Project No. 2012-5, and authorize the Public Works Director to approve change orders up to 10% of the contract amount. (Keith Browning)
- (d) Accept the low bid from King's Construction Co. and award a construction contract in the amount of \$282,884.10 for Project No. 2011-8, road improvements on Route 438, and authorize the Public Works Director to approve change orders up to 5% of the contract amount. (Keith Browning);
- (e) Consider approval of acquisition of Easement for Drainage Structure No. 2.00N – 18.26E and 2.00N – 18.29E (Michael Kelly); and
- (f) Consider approval for acquisition of Easement for Project No. 2010-10; County Route 1055 improvement from US56 to Route 12; Sixth Street; Baldwin City (Michael Kelly)

REGULAR AGENDA

- (2) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Lawrence-Douglas County Metropolitan Planning Commission - 05/12
 - Property Crimes Compensation Board - 04/12
 - Heritage Conservation Council (2) Positions – 05/12
 - (c) Public Comment
 - (d) Miscellaneous
- (3) Adjourn

WEDNESDAY, FEBRUARY 29, 2012

WEDNESDAY, MARCH 7, 2012

WEDNESDAY, MARCH 14, 2012 – 4:00 p.m. Only

-Green Games Results (Caitlin Stene- no backup)

WEDNESDAY, MARCH 21, 2012

WEDNESDAY, MARCH 28, 2012

WEDNESDAY, APRIL 4, 2012

6:35 p.m. -Regular Agenda-Consider approval of US-40 & K-10 Area Transportation Plan (Keith Browning)

WEDNESDAY, APRIL 18, 2012 - 4:00 p.m. Only

WEDNESDAY, JULY 11, 2012 4:00 p.m. – Cancelled; 6:35 p.m. – Tentatively Cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

MEMORANDUM

To : Board of County Commissioners

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

Date : February 23, 2012

Re : Consent Agenda authorization to accept material supply low price quote
Precast concrete drainage structures
Replacement of Structure No. 17.00-01.67 and Structure No. 17.00-01.58

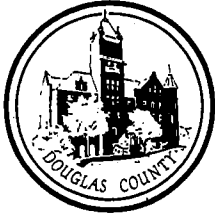
Funds are allocated in the 2012 CIP to replace Structure Nos. 17.00N-01.67E and 17.00N-01.58E. Structure No. 17.00N-01.67E requires a 24'-span, 3-sided reinforced concrete frame structure. Structure No. 17.00N-01.58E requires a 10' span x 6' high reinforced concrete box structure.

We received price quotes from three vendors for these precast concrete structures. The low quote for each structure was from Cretex Concrete Products.

<u>Vendor</u>	<u>Str. No. 17.00N-10.67E</u>	<u>Str. No. 17.00N-01.58E</u>
Cretex Concrete Products	\$81,950.00	\$33,474.00
Olcastle Precast, Inc.	\$87,540.00	\$35,490.00
Contech Const. Products	\$92,500.00	No Bid

The CIP allocates \$120,000 for Structure No. 17.00N-01.67E, and \$70,000 for Structure No. 17.00N-01.58E. These CIP allocations also include costs for right-of-way acquisition, utility relocations, and crane rental. Public Works department forces will construct the projects.

Action Required: Consent Agenda authorization for Public Works Director to approve the low price quote from Cretex Concrete Products for supply of two precast concrete drainage structures in the total amount of \$115,424.00.



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: February 23, 2012

Re: Consider awarding contract for Project No. 2012-5
Route 442, Stull to Route 1029
Milling, Overlay, Pavement Patching

Bids were opened on February 13, 2012 for the referenced project. This project includes a 4" asphalt overlay over most of the 3.1 miles. The pavement within the curb and gutter section of Stull will be milled 2" and overlaid with 2" asphalt. The previously reconstructed sections of this road (in 2002) will be overlaid with 2" asphalt. Deteriorated areas throughout the project will be patched full depth prior to the overlay.

We received bids from three contractors as shown below (also see attached bid tabulation). The low bidder was Bettis Asphalt.

<u>Bidder</u>	<u>Total Bid</u>
Bettis Asphalt	\$889,753.90
Sunflower Paving	\$1,056,443.10
Hamm, Inc.	\$1,090,447.10
Engineer's Estimate	\$1,028,143.75

It is recommended to accept the low bid from Bettis Asphalt in the amount of \$889,753.90. Due to the uncertainty over the amount of patching that will be required; I request authority to approve change orders totaling up to 10% of the bid amount. The Road and Bridge Fund 201 has \$1,120,000 allocated for contract overlay work.

Action Required: Accept the low bid from Bettis Asphalt and award a construction contract in the amount of \$889,753.90 for Project No. 2012-5, and authorize the Public Works Director to approve change orders up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2012-5/BID #12-F-0003
DESCRIPTION: MILLING, HMA OVERLAY AND PAVEMENT PATCHING ON DG. CO. RTE. 442
BID TABULATION (Page Two)
13-Feb-12

ITEM #	DESCRIPTION	UNIT	APPROX QUANTITY	Engineer's Estimate		Bettis Asphalt		Sunflower Paving		Hamm, Inc.	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	MOBILIZATION	L.S.	1	\$25,000.00	\$25,000.00	\$5,215.00	\$5,215.00	\$32,410.00	\$32,410.00	\$20,000.00	\$20,000.00
2	HMA COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	7666	\$56.00	\$429,296.00	\$53.35	\$408,981.10	\$60.40	\$463,026.40	\$62.00	\$475,292.00
	HMA COMMERCIAL GRADE (CLASS A) (BASE)	TON	5021	\$54.00	\$271,134.00	\$51.00	\$256,071.00	\$57.20	\$287,201.20	\$54.35	\$272,891.35
4	ASPHALT PAVEMENT SMOOTHNESS	L.S.	1	\$3,000.00	\$3,000.00	\$1.00	\$1.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
5	HMA COMMERCIAL GRADE (CLASS A)(PATCHING)	TON	2200	\$90.00	\$198,000.00	\$58.65	\$129,030.00	\$77.40	\$170,280.00	\$82.00	\$180,400.00
6	MILLING	S.Y.	10391	\$2.00	\$20,782.00	\$1.80	\$18,703.80	\$2.00	\$20,782.00	\$4.25	\$44,161.75
7	AGGREGATE SHOULDER MATERIAL AS-1	TON	1376	\$25.00	\$34,400.00	\$18.00	\$24,768.00	\$21.50	\$29,584.00	\$22.00	\$30,272.00
8	MONUMENT BOX	EA.	6	\$1,000.00	\$6,000.00	\$900.00	\$5,400.00	\$820.00	\$4,920.00	\$750.00	\$4,500.00
9	TRAFFIC CONTROL (INITIAL SET UP)	L.S.	1	\$3,500.00	\$3,500.00	\$350.00	\$350.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00
10	TRAFFIC CONTROL - TWO LANE W/ONE LANE CLOSED	L.S.	1	\$15,000.00	\$15,000.00	\$25,825.00	\$25,825.00	\$18,620.00	\$18,620.00	\$37,000.00	\$37,000.00
11	FLAGGER (SET PRICE)	HOUR	1	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
12	CONSTRUCTION SIGN (0 TO 9.25 SQ.FT.)	EA./DAY	2160	\$1.75	\$3,780.00	\$0.30	\$648.00	\$1.00	\$2,160.00	\$1.00	\$2,160.00
13	CONSTRUCTION SIGN (9.26 TO 16.25 SQ.FT.)	EA./DAY	1190	\$2.25	\$2,677.50	\$0.55	\$654.50	\$1.00	\$1,190.00	\$1.00	\$1,190.00
14	TYPE III BARRICADE (4 - 8 FT.)	EA./DAY	70	\$3.25	\$227.50	\$0.80	\$56.00	\$1.00	\$70.00	\$1.00	\$70.00
15	TYPE "A" WARNING LIGHT	EA./DAY	560	\$0.75	\$420.00	\$0.45	\$252.00	\$1.00	\$560.00	\$1.00	\$560.00
16	TRIMLINE CHANNELIZER	EA./DAY	350	\$1.25	\$437.50	\$0.45	\$157.50	\$1.00	\$350.00	\$1.00	\$350.00
17	PAVEMENT MARKING (INT. GRADE)(WHITE)(LEFT ARROW)	EA.	2	\$400.00	\$800.00	\$250.00	\$500.00	\$300.00	\$600.00	\$300.00	\$600.00
18	PAVEMENT MARKING (INT. GRADE)(WHITE)(RIGHT ARROW)	EA.	2	\$400.00	\$800.00	\$250.00	\$500.00	\$300.00	\$600.00	\$300.00	\$600.00
19	PAVEMENT MARKING (PCP)(YELLOW)(4")	L.F.	3434	\$2.50	\$8,585.00	\$2.50	\$8,585.00	\$2.25	\$7,726.50	\$2.25	\$7,726.50
20	PAVEMENT MARKING (PCP)(WHITE)(6")	L.F.	235	\$4.75	\$1,116.25	\$4.00	\$940.00	\$5.00	\$1,175.00	\$4.50	\$1,057.50
21	PAVEMENT MARKING (INT. GRADE) (YELLOW)(18")	L.F.	72	\$14.00	\$1,008.00	\$13.00	\$936.00	\$14.00	\$1,008.00	\$13.00	\$936.00
22	MAINTENANCE AND RESTORATION OF HAUL ROAD (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
23	MAILBOX INSTALLATION (SET PRICE)	EA.	1	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00

TOTAL \$1,028,143.75 \$889,753.90 \$1,056,443.10 \$1,090,447.10

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

DOUGLAS COUNTY PROJECT NO. 2012-5
MILLING, HMA OVERLAY AND PAVEMENT PATCHING ON
DOUGLAS COUNTY ROUTE 442
BID #12-F-0003

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Jim Flory, Member

Approved By:

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

Date: 1/17/12

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003

TABLE OF CONTENTS

Page	Description
1	Title Page
TC-1	Table of Contents
NC-1	Notice to Contractors
IB-1	Information for Bidders
S-1 - S-4	Specifications
P-1	Proposal
SP-1	Schedule of Prices
C-1 - C-2	Contract
SB-1 - SB-2	Statutory Bond
PB-1 - PB-2	Performance & Maintenance Bond

SPECIAL PROVISIONS

07-DG-1 - SALES TAX EXEMPTION
07-DG-2 (revised July 2006) - CONTRACTUAL PROVISIONS ATTACHMENT
07-DG-3 - GENERAL DESCRIPTION
07-DG-4 - PLAN SHEET
07-DG-5 - ENGINEER
07-DG-8 - OPERATIONS OF OTHERS
07-DG-11 - INSPECTION
07-DG-12 - RIGHT-OF-WAY
07-DG-14 - SPECIFICATIONS
07-DG-22 - INDEMNITY PROVISION
07-DG-46B - MAINTENANCE AND RESTORATION OF HAUL ROADS
07-DG-51 - ASPHALT SAFETY EDGE
07-DG-64 - ASPHALT PAVEMENT SMOOTHNESS
07-DG-118C - HOT MIX ASPHALT (HMA) - COMMERCIAL GRADE
07-DG-160 - PRICE ADJUSTMENT FOR ASPHALT MATERIALS
07-DG-162 - MAILBOX ADJUSTMENTS

Attachments:

HMA Pavement Patching Detail
Plan Sheets (1-24)
Addendum #1
Revised Schedule of Prices

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Monday, February 13, 2012, then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project No. 2012-5 consists of milling, HMA-Commercial Grade (Base, Surface & Patch), aggregate shouldering (AS-1), PCP Pavement markings, monument box installation and temporary traffic control. This project is located on Douglas County Route 442 from E240 to E550 (Route 1029).

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-5", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Ten Dollar (\$10.00) non-refundable deposit is required per proposal, which includes a copy of the contract documents and specifications. The contract documents and specifications become the property of the prospective bidder and are not returnable. Copies of the contract documents and specifications are on file and open for public inspection at the Office of the County Engineer.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 1/17/12

Publication Dates: Monday, January 23, 2012
Sunday, January 29, 2012

cc: Lawrence Journal World
Douglas County Commission
Public Works Accounting
Douglas County Clerk
Douglas County Administrator
Douglas County Purchasing
Douglas County Shop

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2012-5" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5 -
BID #12-F-0003

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2007, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

SPECIFICATIONS
(Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 CONSTRUCTION BULLETIN (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 1242 Massachusetts, Lawrence, Kansas. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "....work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract with the Kansas Department of Transportation as of the date established for receiving and opening of bids and shall give signed permission, if requested by the Engineer, to Douglas County, Kansas, to obtain the bidder's qualification from the Kansas Department of Transportation. Bidders will be classified under one or more of the following classifications:

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

SPECIFICATIONS
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-5", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS - DELETE item and ADD - A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

SPECIFICATIONS
(Continued)

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) “Work Accomplished” and replace with the following – “The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-521, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of BETTIS ASPHALT & CONST. INC. for the performance of "Douglas County Project No. 2012-5", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within twenty-five (25) working days. The earliest anticipated date for the "Notice to Proceed" is June 18, 2012. The latest anticipated date for the Notice to Proceed is July 9, 2012.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

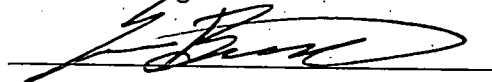
Dated

ONE

1-27-12

BETTIS ASPHALT & CONST. INC.
Name of Organization

By:



ERIC BETTIS, PRESIDENT



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

January 27, 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2012-5
MILLING, HMA OVERLAY & PAVEMENT PATCHING ON DOUGLAS COUNTY
ROUTE 442

BID #12-F-0003

ADDENDUM NO. 1

This addendum is issued to verify that the above named plans and specifications are modified and/or supplemented, as noted herein, and is, from the above date an integral part of the Contract Documents.

In the Specifications and Contract Documents replace the Schedule of Prices (SP-1) with the attached Revised Schedule of Prices (SP-1).

The Contractor shall hereby acknowledge receipt of the above referenced addendum on the Proposal (P-1) page of the original set of contract documents prior to submittal.

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

RECEIVED JAN 30 2012

PROJECT NO. 2012-5
DOUGLAS COUNTY, KANSAS
BID #12-F-0003
REVISED
SCHEDULE OF PRICES

21
[Signature]

SPEC. NO.	BIDDING ITEMS	UNIT	APPROX QTYS	UNIT PRICE	AMOUNT
801	MOBILIZATION	L.S.	1	5215. ⁰⁰	5215. ⁰⁰
611/Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	7666	53. ³⁵	408,981. ¹⁰
611/Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A) (BASE)	TON	5021	51. ⁰⁰	256,071. ⁰⁰
Sp. Prov.	ASPHALT PAVEMENT SMOOTHNESS	L.S.	1	1. ⁰⁰	1. ⁰⁰
833/611 Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A)(PATCHING)	TON	2200	58. ⁶⁵	129,030. ⁰⁰
612/Plans	MILLING	S.Y.	10391	1. ⁸⁰	18,703. ⁸⁰
1113	AGGREGATE SHOULDER MATERIAL AS-1	TON	1376	18. ⁰⁰	24,768.⁰⁰ 24,768. ⁰⁰
Plans	MONUMENT BOX	EA.	6	900. ⁰⁰	5400. ⁰⁰
805	TRAFFIC CONTROL (INITIAL SET UP)	L.S.	1	350. ⁰⁰	350. ⁰⁰
805/Plans	TRAFFIC CONTROL - TWO LANE W/ONE LANE CLOSED	L.S.	1	25,825. ⁰⁰	25,825. ⁰⁰
805	FLAGGER (SET PRICE)	HOUR	1	\$40.00	\$40.00
805	CONSTRUCTION SIGN (0 TO 9.25 SQ.FT.)	EA./DAY	2160	.30	648. ⁰⁰
805	CONSTRUCTION SIGN (9.26 TO 16.25 SQ.FT.)	EA./DAY	1190	.55	654. ⁵⁰
805	TYPE III BARRICADE (4 - 8 FT.)	EA./DAY	70	.80	56. ⁰⁰
805	TYPE "A" WARNING LIGHT	EA./DAY	560	.45	252. ⁰⁰
805	TRIMLINE CHANNELIZER	EA./DAY	350	.45	157. ⁵⁰
806	PAVEMENT MARKING (INT. GRADE)(WHITE)(LEFT ARROW)	EA.	2	250. ⁰⁰	500. ⁰⁰
806	PAVEMENT MARKING (INT. GRADE)(WHITE)(RIGHT ARROW)	EA.	2	250. ⁰⁰	500. ⁰⁰
806	PAVEMENT MARKING (PCP)(YELLOW)(4")	L.F.	3434	2. ⁵⁰	8585. ⁰⁰
806	PAVEMENT MARKING (PCP)(WHITE)(6")	L.F.	235	4. ⁰⁰	940. ⁰⁰
806	PAVEMENT MARKING (INT. GRADE)(YELLOW)(18")	L.F.	72	13. ⁰⁰	936. ⁰⁰
Sp. Prov.	MAINTENANCE AND RESTORATION OF HAUL ROAD (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00
Sp. Prov.	MAILBOX INSTALLATION (SET PRICE)	EA.	1	\$140.00	\$140.00

EB
2-13-12

EB
2-13-12

TOTAL BID 889,753.⁹⁰

EIGHT HUNDRED EIGHTY NINE THOUSAND,
SEVEN HUNDRED FIFTY THREE &
90/100TH'S DOLLARS.

SP-1

[Signature]

PROJECT NO. 2012-5
DOUGLAS COUNTY, KANSAS
BID #12-F-0003

**SCHEDULE OF PRICES
ROUTE 458 AND ROUTE 1055 SEGMENT**

SPEC. NO.	BIDDING ITEMS	UNIT	APPROX QTYS	UNIT PRICE	AMOUNT
801	MOBILIZATION	L.S.	1		
611/Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	7666		
611/Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A) (BASE)	TON	5021		
Sp. Prov.	ASPHALT PAVEMENT SMOOTHNESS	L.S.	1		
833/611 Sp. Prov.	HMA COMMERCIAL GRADE (CLASS A)(PATCHING)	TON	2200		
612/Plans	MILLING	S.Y.	10391		
1113	AGGREGATE SHOULDER MATERIAL AS-1	TON	1376		
Plans	MONUMENT BOX	EA.	6		
805	TRAFFIC CONTROL (INITIAL SET UP)	L.S.	1		
805/Plans	TRAFFIC CONTROL - TWO LANE W/ONE LANE CLOSED	L.S.	1		
805	FLAGGER (SET PRICE)	HOUR	1		
805	CONSTRUCTION SIGN (0 TO 9.25 SQ.FT.)	EA./DAY	2160		
805	CONSTRUCTION SIGN (9.26 TO 16.25 SQ.FT.)	EA./DAY	1190		
805	TYPE III BARRICADE (4 - 8 FT.)	EA./DAY	70		
805	TYPE "A" WARNING LIGHT	EA./DAY	560		
805	TRIMLINE CHANNELIZER	EA./DAY	350		
806	PAVEMENT MARKING (INT. GRADE)(WHITE)(LEFT ARROW)	EA.	2		
806	PAVEMENT MARKING (INT. GRADE)(WHITE)(RIGHT ARROW)	EA.	2		
806	PAVEMENT MARKING (PCP)(YELLOW)(4")	L.F.	3434		
806	PAVEMENT MARKING (PCP)(WHITE)(6")	L.F.	235		
806	PAVEMENT MARKING (INT. GRADE) (YELLOW)(18")	L.F.	72		
Sp. Prov.	MAINTENANCE AND RESTORATION OF HAUL ROAD (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00
Sp. Prov.	MAILBOX INSTALLATION (SET PRICE)	EA.	1	\$140.00	\$140.00

TOTAL BID _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Bettis Asphalt & Construction, Inc., Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 5.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2012-5

BID #12-F-0003

CONTRACT (continued)

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

EHL

Douglas County Counselor

Name of Organization

2/29/2012

Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-5
BID #12-F-0003

STATUTORY BOND

Know All Men By these Presents, that We, _____

_____ as Principal, and _____ duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound unto Douglas County, Kansas, in the penal sum of _____ (\$ _____) lawful money of the United States, for payment of which sum well and truly to be made said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 2012.

The Condition of the Foregoing Obligation is such that: Whereas, said Principal has entered into a written contract with Douglas County, Kansas, dated _____, 2012, for the furnishing of materials and labor, and doing the work of whatever kind necessary to construct the Douglas County Project, specified above, all in accordance with the detailed plans and specifications on file in the Office of the Douglas County Clerk of Douglas County, Kansas, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

Now, therefore, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with or in or about the construction or making of the above-described improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specification accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-5
BID #12-F-0003

STATUTORY BOND (continued)

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said Surety has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in quadruplicate.

Principal

Surety

Attorney-In-Fact

(A certified copy of the agent's Power of Attorney must be attached hereto.)

(To be filed with the Clerk of the District Court.)

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003

PERFORMANCE AND MAINTENANCE BOND

Know All Men By these Presents, that We, _____

_____ as Principal, and _____ duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound unto Douglas County, Kansas, in the penal sum of _____ (\$ _____) lawful money of the United States, for payment of which sum well and truly to be made said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 2012.

The Condition of the Foregoing Obligation is such that; Whereas, said Principal has entered into a written contract with Douglas County, Kansas, dated _____, 2012, for the furnishing of materials and labor, and doing the work of whatever kind necessary to construct the Douglas County Project, specified above, all in accordance with the detailed plans and specifications on file in the Office of the Douglas County Clerk of Douglas County, Kansas, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

Now, therefore, if the said Principal shall well and truly perform all of the covenants, conditions obligations of said Contract on the part of said Principal to be performed, and shall hold the County harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or his employees, and if said Principal shall maintain the improvement as provided for in said Contract and shall make good all defects in materials and workmanship in the manner and for the time provided for in the Specifications and Contract above referred to, then the obligation shall be void; otherwise to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. The said Surety further stipulates and agrees that certification of completion, acceptance of contractors work performed pursuant to the contract and/or final payment by Douglas County, Kansas shall not release or void the Surety's obligation on this bond with respect to warranty items.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-5
BID #12-F-0003

PERFORMANCE AND MAINTENANCE BOND (continued)

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said Surety has caused these presents to be executed in his name and its seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in quadruplicate.

Principal

Surety

Attorney-In-Fact

(A certified copy of the agent's Power of Attorney must be attached hereto.)

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e.) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

GENERAL DESCRIPTION:

Douglas County Project No. 2012-5 consists of milling, HMA-Commercial Grade (Class A) (Base, Surface & Patch), aggregate shouldering (AS-1), PCP Pavement markings, monument box installation and temporary traffic control. This project is located on Douglas County Route 442 from E240 to E550 (Route 1029).

Route 442 shall be opened to unrestricted traffic each evening, No detour of traffic will be permitted. Flaggers and/or pilot vehicles shall be used to carry one lane traffic through construction.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PLANS: The following attachments accompany and supplement the Specifications:

<u>SHEET NO.</u>	<u>SHEET TITLE</u>
1	Title Sheet
2	General Notes and Quantities
3-4	Typical Sections and Entrance Details
5-12	Plans
13-24	Traffic Control

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

ENGINEER: For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

OPERATIONS OF OTHERS: The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INSPECTION: The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

RIGHT-OF-WAY: The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SPECIFICATIONS: The bidder and/or Contractor are required to furnish his own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2007.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INDEMNITY PROVISION: The Contractor hereby agrees to indemnify and hold harmless the County for any liability resulting from the injury or death of any person, including Contractor's employees, arising from unsafe conditions at the work site. "Unsafe" shall mean a failure by the Contractor to adhere to any applicable federal, state or local government standards established to protect the health, safety and welfare of the Contractor's employee, other persons at the work site, and the public in general.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this Special Provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 804

MAINTENANCE AND RESTORATION

OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-10, Delete the second paragraph and replace with the following:

For the purpose of this specification, a haul road is any public road in Kansas, excluding State highways, over which 3,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

(Note: The following sentence has been deleted from Subsection 804.1: "Roads normally used for hauling commercial material into or from established plant sites and quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-10, Delete the first paragraph and replace with the following:

If the Contractor is obligated to perform maintenance and restoration of haul roads as stated within Section 804, with exception of dust control, the Engineer will Measure and Pay "Maintenance and Restoration of Haul Roads (Set)" as a lump sum.

Labor, Equipment, Materials and incidentals necessary to reduce dust on active haul roads including return routes, in pits and staging areas, and on the project will not be measured directly but shall be considered subsidiary to other items in the contract.

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications of the Standard Specifications, this Special Provision shall govern.

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

The asphalt safety edge is a beveled edge to help lessen the severity of roadway departures. Incorporate a Safety Edge to the dimensions shown and at locations designated in the contract documents.

2.0 MATERIALS:

Construct the safety edge using the same material used to construct the adjoining pavement.

3.0 EQUIPMENT:

Equip the paver to ensure a 30 ± 5 degree wedge along the outside edge(s) of the roadway/shoulder (measured from the horizontal plane) in place after the final compaction. The Safety Edge system shall be adjustable to accommodate varying paving depths. The use of a single plate strike off will not be allowed. The Engineer may require proof that the device has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate wedge compaction to the satisfaction of the Engineer. Use an approved Safety Edge system that will:

- Compact the safety edge to a density at least as dense as the compaction imparted to the rest of the HMA layer by the paving screed
- Produce a wedge that is free of objectionable voids, has a uniform texture, shape and density while automatically adjusting to varying heights encountered along the roadway shoulder.

4.0 CONSTRUCTION METHODS:

When a Safety Edge is required by the contract documents, attach a device to the paver screed to confine material at the end gate and extrude the asphalt material in a wedge shape having an angle between 30 ± 5 degrees (see figure). Ensure the wedge is compacted sufficiently as to eliminate objectionable voids. Maintain contact between the device and road shoulder surface, and allow automatic transition to cross roads, driveways and other obstructions. Use the device to constrain the asphalt head, reducing the area and increasing the density of the extruded profile.

The Engineer may allow short sections of handwork when necessary for transitions at driveways, intersections, bridges or other obstructions.

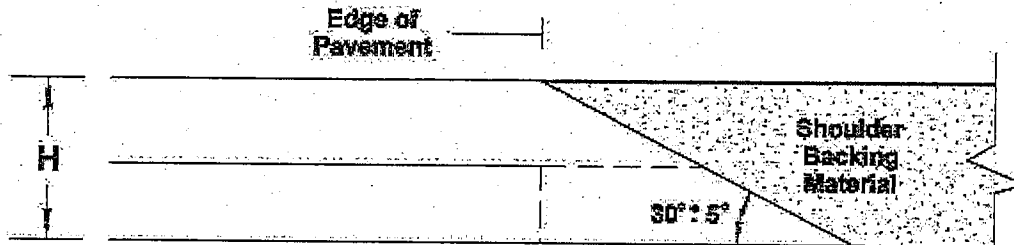
Safety edge shape shall be constructed as shown in the contract documents.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

Include the cost of constructing the asphalt safety edge in the price bid for HMA – Commercial Grade pay items(s) included in the contract.



For H < 5 in.

GENERAL INFORMATION: The Kansas LTAP has two Advent-Edge shoes for loan, along with a universal bracket for attaching the shoe to a paving machine. For further information or to reserve this equipment contact the Kansas LTAP.

Kansas LTAP
1530 W. 15th Street #2160
Lawrence, Kansas 66045
Phone: 785-864-5658
Fax: 785-864-3199
<http://www.ksltap.org>

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications of the Standard Specifications, this Special Provision shall govern.

SECTION 603 (amended)

ASPHALT PAVEMENT SMOOTHNESS

603.1 DESCRIPTION

Determine the smoothness of the pavement surface and correct the deficiencies as specified in the Contract Documents.

BID ITEM

Asphalt Pavement Smoothness

UNITS

Lump Sum

603.2 MATERIALS - None specified.

603.3 CONSTRUCTION REQUIREMENTS

a. **Profilograph Testing.** Determine the pavement smoothness by profiling the pavement surface of through traffic lanes. Excluded from profilograph testing, and not eligible for pay adjustments, on all projects are:

- bridge decks
- acceleration and deceleration lanes of at-grade intersections
- turning lanes
- shoulders
- pavement on horizontal curves with centerline radius of curvature of less than 1000 feet, and pavement within the superelevation transition of such curves
- individual sections of pavement less than 50 feet in length
- the first (or last) 15 feet of a pavement section where the Contractor is not responsible for the adjoining surface
- side roads less than 1 section (528 feet) in length
- projects (excluding bridge lengths) less than ½ mile in length
- existing roadways that are surfaced with less than 4 inches of virgin or hot recycled asphalt pavement that is placed in 1 lift

On asphalt surfacing projects, these roadways shall be profiled, and corrected if necessary, but are not eligible for pay adjustments:

- existing roadways that are milled, then surfaced with less than 4 inches of virgin or hot recycled asphalt pavement
- existing roadways that are surfaced with less than 4 inches of virgin or hot recycled asphalt pavement that is placed in 2 or more lifts
- existing roadways that are cold recycled, then surfaced with less than 4 inches of virgin or hot recycled asphalt pavement

b. **Equipment.** Use a California type profilograph to determine the pavement profile. If approved by the Bureau of Materials and Research, other types of profilographs that produce results compatible to the California type profilograph may be used. Provide an operator for the profilograph that is certified according to Kansas Test Method KT-46. If the profilograph has a mechanical recorder, provide a ProScan electronic scanner with motorized paper transport to reduce the trace. Use the motorized paper transport when scanning the profilograph traces. The Bureau of Materials and Research can provide the information necessary for the Contractor to obtain a ProScan electronic scanner. If approved by the Bureau of Materials and Research, other types of automated trace reduction equipment may be used. If the profilograph has a computerized recorder, the trace produced is evaluated without further reduction.

c. Profilograph Operation. Provide an operator for the profilograph certified according to KT-46, Part V.

Determine the pavement profiles for each lane according to the procedures for 1 lane shown in Kansas Test Method KT-46. Additional profiles may be taken only to define the limits of an out-of-tolerance surface variation. The Engineer may use a 10 foot straightedge (or other means) to detect irregularities outside the required trace paths. The Engineer may also use the straightedge to delineate the areas that require corrective action.

Determine a profile index (in./mi.) for each pavement section of finished pavement. A pavement section is a continuous area of pavement surface 0.1 mile long by 1 lane wide (12 feet nominal). A partial pavement section resulting from an interruption (such as a bridge) of the continuous pavement surface is subject to the same testing and evaluation as a whole section.

Profile the pavement after final rolling, and within 24 hours of placement of the pavement. If the Contractor elects to test intermediate lifts with the profilograph, make the profilograms available to the Engineer to review for evaluating the paving methods and equipment.

On surfaces excluded from profilograph testing, the Engineer will determine the pavement smoothness using a 10 foot straightedge. The Engineer will select the locations to be tested. The variation of the surface from the testing edge of the straightedge shall not exceed 1/8 inch between any 2 contacts, longitudinal or transverse.

Correct all irregularities exceeding the specified tolerance using equipment and methods approved by the Engineer. After the irregularities are corrected, the Engineer will retest the area to verify compliance with the specified tolerance.

d. Profilograph Evaluation and Corrective Actions. Evaluate the profilograph results according to KT-46. Provide the Engineer with the profilograms and their evaluation the first working day after placement of the pavement.

Determine and evaluate the profile index (in./mi.) for each trace and the average profile index (in./mi.) for each section to identify where corrective action is needed.

Determine the daily average profile index (in./mi.) for each day's paving operation. A day's paving operation is the pavement placed in a day (a minimum of 1 pavement section). If less than 1 pavement section is placed in a day, the day's production is grouped with the next day's production. If the production of the last day of project paving is less than 1 pavement section, it is grouped with the previous day's production. The Contractor has the option of profiling the final portion of a day's production (not to exceed 5 sections) the first working day that paving is continued in the same lane. If the Contractor opts to profilograph the final portion of a day's paving the next working day that paving is continued in the same lane, those results (the final portion of the previous day's paving) are grouped with the day's paving as the lane is continued.

Take the required corrective actions according to TABLES 603-1.

TABLE 603-1: ASPHALT PAVEMENT		
Pavement Surface Tolerances (in./mi.)		Required Corrective Action
Through Lanes	Acceleration Lanes Deceleration Lanes Ramps*	
Average Profile Index per Section of 30 or less	Average Profile Index per Section of 40 or less	Correct all bumps and dips**.
Profile Index per Section greater than 30 for an individual trace		Correct the Profile Index of each individual trace to 30 or less per section**.
	Profile Index per Section greater than 40 for an individual trace)	Correct the Profile Index of each individual trace to 40 or less per section**.
Daily Average Profile Index greater than 40		Suspend the paving operations until corrective actions are taken to improve the paving operations.

*Acceleration/deceleration lanes include the taper. Acceleration lanes that become through lanes are limited to 500 feet from the nose of the ramp. Ramps are from the nose to the intersection of the adjoining road.

**Correct all areas within each section having high or low points (bumps or dips) with deviations in excess of 0.40 inches in a length of 25 feet or less regardless of the profile index value.

Use these methods for corrections:

- diamond grinding or other profiling devices approved by the Engineer
- remove and replace the entire pavement thickness
- remove the surface by milling, and replace the specified surface course
- overlay (not patch) with the specified surface course
- other methods that are approved by the Engineer

Apply the corrective measure to the full-lane width of the pavement. The corrected areas shall have uniform texture and appearance. The beginning and ending of the corrected areas shall be squared normal to centerline of the paved surface.

After pavement sections are corrected, re-profile the pavement surface to verify compliance with the specified pavement smoothness. Provide the Engineer with the profilograms and their evaluation within 2 working days after correcting the pavement surface.

Make the required corrections for pavement smoothness before making the pavement thickness determinations.

The Engineer may perform profilograph testing on the pavement surface for monitoring and comparison purposes. If the Engineer determines that the Contractor's certified test results are inaccurate, the Engineer may choose to test the entire project length. The Engineer will charge the Contractor for such testing at the rate of \$400 per mile per profile track, with a minimum charge of \$800. Providing inaccurate test results may result in de-certification of the Contractor's certified operator.

603.4 MEASUREMENT AND PAYMENT

The Engineer will base the pay adjustment for pavement smoothness on the initial average profile index of the pavement section before any corrective work is performed. If the Contractor elects to remove and replace a pavement section, the Engineer will base the pay adjustment for pavement smoothness on the initial average profile index of the pavement section after the replacement.

The Engineer will apply the contract price adjustment according to **TABLE 603-2**. Payments for "Asphalt Pavement Smoothness" are an added item to the contract.

TABLE 603-2: ASPHALT PAVEMENT SMOOTHNESS PAY ADJUSTMENT	
Average Profile Index (in./mi. per lane per 0.1 mi. section)	Contract Price Adjustment (per 0.1 mi. section per lane)
7.0 or less	+\$152.00
7.1 to 10.0	+\$76.00
10.1 to 30.0	0.00
30.1 to 40.0	0.00
40.1 or more	-\$203.00

*Correct to 30.0 in./mi. (40.0 in./mi. as noted in TABLE 603-1).

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SUBSECTION 611.1 DESCRIPTION, Add the following Bid Items:

<u>BID ITEMS</u>	<u>UNIT</u>
HMA – COMMERCIAL GRADE (CLASS A)(SURFACE)	TON
HMA – COMMERCIAL GRADE (CLASS A)(BASE)	TON
HMA – COMMERCIAL GRADE (CLASS A)(PATCH)	TON

SUBSECTION 611.2 MATERIALS, Table 611-1,

Change the "Reclaimed Asphalt Pavement (RAP) (max. %)" from 25% to 10% for mixes designated for surface construction and 30% for mixes designated for asphalt base and patching.

Change the Binder requirement to PG64-22

Delete note (1) shown below table 611-1.

SUBSECTION 611.3 CONSTRUCTION REQUIREMENTS, (a) **General**, Add the following:

When placing HMA – Commercial Grade (Class A) (Surface) and HMA – Commercial Grade (Class A) (Base), remix the material transferred from the hauling unit, prior to placement, utilizing a Material Transfer Device, as described in Division 155.5. A Material Transfer Device is not required when placing HMA for side roads and entrances.

Do not raise (dump) the wings of the paver receiving hopper at any time during the paving operation. The Engineer may waive this requirement if it is determined that raising (dumping) the wings will not produce detrimental segregation. If segregation or irregularities in the pavement surface or density are noted, review the plant, hauling and paving operations and take corrective action.

Spread the HMA and finish to the specified crown and grade using an automatically controlled HMA paver. Operate the paver at a speed which shall provide a uniform rate of placement without undue interruption. At all times, keep the paver hopper sufficiently full to prevent non-uniform flow of the HMA to the augurs and screed.

SPECIAL PROVISIONS
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NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for asphalt material (HMA – Commercial Grade (Class A)) will be based on the Computed Monthly Asphalt Material Index in effect for January, 2012 as listed @ <http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for January, 2012.

The adjusted unit cost will apply until all work is complete. If contract time expires, no additional increases will be allowed, but if the asphalt price decreases during this time the revised unit costs will reflect this change.

Example:

Change in Price of Asphalt Oil/Ton	Adjustment in the Bid Price of Asphalt Mat'l
\$0.00 - \$9.99	\$0.00
\$10.00 - \$19.99	\$0.50
\$20.00 - \$29.99	\$1.00
\$30.00 - \$39.99	\$1.50

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications of Standard Specifications, this Special Provision shall govern.

SECTION 847

MAILBOX ADJUSTMENTS

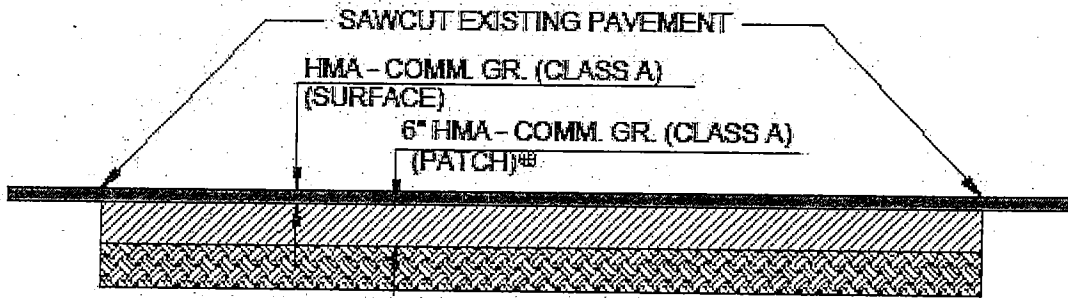
SUBSECTION 847.2, MATERIALS, page 800-103, Delete this subsection and replace with the following:

When necessary, provide commercially available mailbox supports constructed of a single 4 inch by 4 inch wooden post.

Provide commercially available post-to-mailbox assemblies.

The Engineer will accept the mailbox supports and post-to-mailbox assemblies based on compliance with the specified requirements and visual inspection for condition at the point of usage.

HMA PAVEMENT PATCHING DETAIL



NOTES:

THE SUBGRADE SHALL BE THOROUGHLY AND UNIFORMLY RECOMPACTED BY HAND TAMPING AND ROLLING

THE BITUMINOUS MIXTURE SHALL BE DEPOSITED IN UNIFORMLY SPREAD LAYERS NOT TO EXCEED 3" IN THICKNESS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BY A SELF PROPELLED VIBRATORY STEEL DRUM ROLLER.

BITUMINOUS MIX USED FOR PAVEMENT PATCHING WILL BE PAID PER TON OF ACTUAL MATERIAL PLACED AND ACCEPTED.

SAW CUTS WILL BE SUBSIDIARY TO HMA - COMM. GR. (CLASS A) (PATCH) CONSTRUCTION REQUIREMENTS SHALL BE AS STATED IN SECTION 833 OF THE 2007 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

THE LOCATIONS OF BITUMINOUS PAVEMENT PATCHING WILL BE DETERMINED BY THE ENGINEER AFTER ANY MILLING OPERATIONS ARE COMPLETED.

EMULSIFIED ASPHALT (SS-1HP) FOR TACK IS REQUIRED ON ALL SURFACES AT PATCH LOCATIONS PRIOR TO PLACING HMA (PATCH) MATERIAL. A LIGHT COAT OF SS-1HP IS REQUIRED BETWEEN SUCCESSIVE LIFTS OF HMA (PATCH) MATERIAL. THIS WORK IS SUBSIDIARY TO HMA (PATCH).

ⓑ THE ACTUAL DEPTH OF HMA (PATCH) MAY BE ADJUSTED BY THE ENGINEER TO ACCOMMODATE CONDITIONS FOUND DURING CONSTRUCTION.

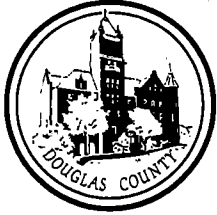
HMA PAVEMENT PATCHING DETAIL

DATE: 05/10/10

DESIGNED BY	
CHECKED BY	
DATE	



Douglas County Public Works
301 West Main Street
Lawrence, Kansas 66044



DOUGLAS COUNTY PUBLIC WORKS

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Lawrence, KS 66044-3350
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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 : February 23, 2012

Re : Consider awarding contract for Project No. 2011-8/KDOT Project No. 23 KA-2342-01
Construction of Turn Lanes and Paved Shoulders Route 438

Bids were opened February 2nd for the referenced project. The project improvements include an eastbound left turn lane into the Berry Plastics facility, and extending the existing westbound right turn lane approximately 150 feet west. In addition, the existing asphalt surface in the widened portion will be milled and overlaid with new pavement markings applied.

We received bids from three contractors as shown below (also see attached bid tabulation). The low bidder was King's Construction Co.

<u>Bidder</u>	<u>Total Bid</u>
King's Construction Co.	\$282,884.10
Sunflower Paving	\$283,879.70
Little Joe's Asphalt	\$310,586.31
Engineer's Estimate	\$352,504.50

It is recommended to accept the low bid from King's Construction Co. in the amount of \$282,884.10. I also request authority to approve change orders totaling up to 5% of the contract amount. The CIP allocates \$350,000 for total project costs.

Action Required: Accept the low bid from King's Construction Co. and award a construction contract in the amount of \$282,884.10 for Project No. 2011-8, road improvements on Route 438, and authorize the Public Works Director to approve change orders up to 5% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
BID TABULATION/BID #11-F-0021
DOUGLAS COUNTY PROJECT 2011-8/KDOT PROJECT NO. 23 KA-2342-01
BID OPENING FEBRUARY 2, 2012 @ 3:00 P.M.

NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		KING'S CONST. CO.		SUNFLOWER PAVING		LITTLE JOE'S ASPH.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing & Grubbing	L.S.	1	\$3,000.00	\$3,000.00	\$6,400.00	\$6,400.00	\$3,290.00	\$3,290.00	\$6,088.95	\$6,088.95
2	Mobilization	L.S.	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$8,280.00	\$8,280.00	\$4,806.20	\$4,806.20
3	Removal of Existing Shoulder & Entrance(6" Asphalt)	S.Y.	1950	\$10.00	\$19,500.00	\$1.70	\$3,315.00	\$4.00	\$7,800.00	\$13.85	\$27,007.50
4	Unclassified Excavation (VMF=0.8)	C.Y.	241	\$18.00	\$4,338.00	\$10.00	\$2,410.00	\$16.60	\$4,000.60	\$57.36	\$13,823.76
5	Compaction of Earthwork (Type B, MR-90)	C.Y.	534	\$10.00	\$5,340.00	\$5.00	\$2,670.00	\$6.30	\$3,364.20	\$4.16	\$2,221.44
6	Compaction of Earthwork (6" Type AA, MR-5-5)	C.Y.	657	\$5.00	\$3,285.00	\$5.00	\$3,285.00	\$9.00	\$5,913.00	\$5.84	\$3,836.88
7	Common Excavation (Contractor Furnished)	C.Y.	291	\$25.00	\$7,275.00	\$12.00	\$3,492.00	\$20.00	\$5,820.00	\$19.12	\$5,563.92
8	HMA – Commercial Grade (Class A)	Ton	2646	\$70.00	\$185,220.00	\$62.25	\$164,713.50	\$64.90	\$171,725.40	\$62.68	
9	2" Milling	S.Y.	6490	\$3.00	\$19,470.00	\$1.50	\$9,735.00	\$1.00	\$6,490.00	\$1.65	\$10,708.50
10	24" Cross Road Pipe (RCP) Extension	L.F.	11	\$200.00	\$2,200.00	\$150.00	\$1,650.00	\$50.00	\$550.00	\$222.05	\$2,442.55
11	18" Nominal Riprap	S.Y.	12	\$65.00	\$780.00	\$45.00	\$540.00	\$75.00	\$900.00	\$105.38	\$1,264.56
12	Water (Grading)(Set)	MG.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
13	Construction Staking	L.S.	1	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$2,782.94	\$2,782.94
14	Temporary Ditch Check	L.F.	150	\$5.00	\$750.00	\$3.00	\$450.00	\$2.60	\$390.00	\$6.68	\$1,002.00
15	Temporary Slope Barrier	L.F.	2000	\$7.00	\$14,000.00	\$1.50	\$3,000.00	\$2.30	\$4,600.00	\$1.74	\$3,480.00
16	Sediment Removal (Set Price)	C.Y.	1	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
17	Temporary Seed, Fertilizer and Mulch	Ac.	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$850.00	\$850.00	\$2,005.20	\$2,005.20
18	Permanent Seed, Fertilizer and Mulch	Ac.	1	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$2,639.73	\$2,639.73
19	Maintenance & Restoration of Haul Roads (Set)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
20	Traffic Control (Initial Setup)	L.S.	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,800.00	\$3,800.00	\$4,120.12	\$4,120.12
21	Traffic Control Two Lane with One Lane Closed	L.S.	1	\$4,000.00	\$4,000.00	\$3,025.00	\$3,025.00	\$1,300.00	\$1,300.00	\$1,439.72	\$1,439.72
22	Construction Sign (0 to 9.25 Sq. Ft.)	Ea./Day	280	\$1.50	\$420.00	\$0.05	\$14.00	\$0.10	\$28.00	\$0.21	\$58.80
23	Construction Sign (9.26 to 16.25 Sq. Ft.)	Ea./Day	266	\$2.50	\$665.00	\$0.05	\$13.30	\$0.10	\$26.60	\$0.20	\$53.20
24	Type III Barricade (4-8 Ft.)	Ea./Day	56	\$6.00	\$336.00	\$1.00	\$56.00	\$1.00	\$56.00	\$1.76	\$98.56
25	Type "A" Warning Light	Ea./Day	266	\$1.25	\$332.50	\$0.05	\$13.30	\$0.10	\$26.60	\$0.20	\$53.20
26	Trimline Channelizer	Ea./Day	2520	\$1.00	\$2,520.00	\$0.50	\$1,260.00	\$0.60	\$1,512.00	\$0.59	\$1,486.80
27	Pavement Marking (Temp)(4" Solid)(White)(Type II Tape)	Sta.Line	36	\$40.00	\$1,440.00	\$40.00	\$1,440.00	\$44.00	\$1,584.00	\$45.49	\$1,637.64
	Sub-Total				\$301,936.50		\$242,547.10		\$241,121.40		\$266,538.45

BID TABULATION/BID #11-F-0021 continued
DOUGLAS COUNTY PROJECT 2011-8/KDOT PROJECT NO. 23 KA-2342-01
BID OPENING FEBRUARY 2, 2012 @ 3:00 P.M.

NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		KING'S CONST. CO.		SUNFLOWER PAVING		LITTLE JOE'S ASPH.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
28	Pavement Marking (Temp)(4" Solid)(Yellow)(Type II Tape)	Sta.Line	36	\$40.00	\$1,440.00	\$40.00	\$1,440.00	\$44.00	\$1,584.00	\$45.49	\$1,637.64
29	Pavement Marking (Temp)(4" Solid)(Yellow)(Type I Tape)	Sta.Line	11	\$80.00	\$880.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$111.50	\$1,226.50
30	Pavement Marking (Temp)(4")(Flex, Raised Pvmt Marker)	Ea.	42	\$1.50	\$63.00	\$20.00	\$840.00	\$20.00	\$840.00	\$22.66	\$951.72
31	Pavement Marking (Int. Grade)(White)(Left Arrow)	Ea.	6	\$425.00	\$2,550.00	\$300.00	\$1,800.00	\$320.00	\$1,920.00	\$337.22	\$2,023.32
32	Pavement Marking (Int. Grade)(White)(Right Arrow)	Ea.	7	\$425.00	\$2,975.00	\$300.00	\$2,100.00	\$320.00	\$2,240.00	\$337.22	\$2,360.54
33	Pavement Marking (PCP)(White)(4")	L.F.	5584	\$2.50	\$13,960.00	\$2.00	\$11,168.00	\$2.10	\$11,726.40	\$2.17	\$12,117.28
34	Pavement Marking (PCP)(Yellow)(4")	L.F.	8260	\$2.50	\$20,650.00	\$2.00	\$16,520.00	\$2.10	\$17,346.00	\$2.16	\$17,841.60
35	Pavement Marking (PCP)(White)(6")	L.F.	1043	\$6.00	\$6,258.00	\$3.00	\$3,129.00	\$3.30	\$3,441.90	\$3.30	\$3,441.90
36	Pavement Marking (PCP)(Yellow)(18")	L.F.	128	\$14.00	\$1,792.00	\$17.50	\$2,240.00	\$20.00	\$2,560.00	\$19.12	\$2,447.36
	Sub-Total				\$50,568.00		\$40,337.00		\$42,758.30		\$44,047.86
GRAND TOTAL =					\$352,504.50		\$282,884.10		\$283,879.70		

Dated: February 2, 2012

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

Carrie Moore, Deputy County Clerk

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8

CONSTRUCTION OF TURN LANES AND PAVED SHOULDERS
DOUGLAS COUNTY ROUTE 438

BID #11-F-0021

Douglas County Commissioners

Jim Flory, Chairman

Nancy Thellman, Member

Mike Gaughan, Member

Approved By:

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

Date: December 12, 2011

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

TABLE OF CONTENTS

Page	Description
1	Title Page
TC-1	Table of Contents
NC-1	Notice to Contractors
IB-1	Information for Bidders
S-1 - S-4	Specifications
P-1 - P-2	Proposal
SP-1 - SP-2	Schedule of Prices
C-1 - C-2	Contract
SB-1 - SB-2	Statutory Bond
PB-1 - PB-2	Performance & Maintenance Bond

SPECIAL PROVISIONS

08-10-66 (LPA) – REQUIRED CONTRACT PROVISION; CERTIFICATION - NONCOLLUSION
AND HISTORY OF DEBARMENT
01-01-11 (LPA) – REQUIRED CONTRACT PROVISION; TAX CLEARANCE CERTIFICATE
07-DG-1 - SALES TAX EXEMPTION
07-DG-2 (revised July 2006) – CONTRACTUAL PROVISIONS ATTACHMENT
07-DG-3 - GENERAL DESCRIPTION
07-DG-4 - PLAN SHEET
07-DG-5 - ENGINEER
07-DG-8 - OPERATIONS OF OTHERS
07-DG-11 - INSPECTION
07-DG-12 - RIGHT-OF-WAY
07-DG-14 - SPECIFICATIONS
07-DG-22 - INDEMNITY PROVISION
07-DG-46B – MAINTENANCE AND RESTORATION OF HAUL ROADS
07-DG-118D – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE
07-DG-160 – PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Attachments:

Map of Douglas County Showing Approximate Project Location

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Thursday, February 2, 2012, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2011-8 & KDOT Project No. 23 KA-2342-01 consists of grading, milling (2"), HMA Commercial grade, patterned cold plastic (PCP) traffic marking, temporary traffic control and erosion control. This project is generally located 3 miles northwest of Lawrence, Kansas on Douglas County Route 438 between E650 and E700.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for "KDOT Project No. 23 KA-2342-01/Douglas County Project No. 2011-8 ", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Ten Dollar (\$10.00) non-refundable deposit is required per proposal, which includes one full size set of plans and a copy of the contract documents and specifications. The plans, contract documents and specifications become the property of the prospective bidder and are not returnable. Copies of the contract documents and specifications are on file and open for public inspection at the Office of the County Engineer.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Publication Dates: January 3, 2012
January 8, 2012

cc: Lawrence Journal World
Douglas County Commission
Public Works Accounting
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Shop

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for KDOT Project No. 23 KA-2342-01/Douglas County Project 2011-8" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2007, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

SPECIFICATIONS
(Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 CONSTRUCTION BULLETIN (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 1242 Massachusetts, Lawrence, Kansas. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "....work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract with the Kansas Department of Transportation as of the date established for receiving and opening of bids and shall give signed permission, if requested by the Engineer, to Douglas County, Kansas, to obtain the bidder's qualification from the Kansas Department of Transportation. Bidders will be classified under one or more of the following classifications:

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

SPECIFICATIONS
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for KDOT Project No. 23 KA-2342-01/Douglas County Project 2011-8", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS – DELETE item and ADD -A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

SPECIFICATIONS
(Continued)

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –:
From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) “Work Accomplished” and replace with the following – “The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-521, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of KING'S CONSTRUCTION CO INC for the performance of "KDOT Project No. 23 KA-2342-01/Douglas County Project 2011-8", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within twenty (20) working days. The earliest anticipated date for the "Notice to Proceed" is April 16, 2012. The latest anticipated date for the Notice to Proceed is May 14, 2012.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

1

1-31-12

KING'S CONSTRUCTION CO INC.
Name of Organization

By:

Dan King

DAN KING, V.P.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021
PROPOSAL (continued)

7. REQUIRED CONTRACT PROVISIONS: The current versions of the following Required Contract Provisions (I, IV) require the Contractor to furnish information. The Contractor shall complete and submit with its proposal these provisions. Douglas County will reject proposals that fail to contain completed Required Contract Provision I and may reject proposals that fail to contain completed Required Contract Provision IV.

- I. 08-10-66(LPA) Certification-Noncollusion & History of Debarment
- IV. 01-01-11(LPA) Tax Clearance Certificate

8. CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON 2-2-2012 (DATE).

CONTRACTOR AGREES TO COMPLY WITH NUMBERS 1 THROUGH 8 OF THIS PROPOSAL:

King's Construction
CONTRACTOR
By: [Signature]
Title: Don C. King, V.P.



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

January 31, 2012

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8**

**CONSTRUCTION OF TURN LANES AND PAVED SHOULDERS
DOUGLAS COUNTY ROUTE 438**

BID #11-F-0016

ADDENDUM NO. 1

This addendum is issued to verify that the above named plans and specifications are modified and/or supplemented, as noted herein, and is, from the above date an integral part of the Contract Documents.

In the Specifications and Contract Documents Schedule of Prices (SP-1) Bidding Item Common Excavation (Contractor Furnished) Approx. Qtys. 102 C.Y. changed to 291 C.Y.

Replace Page 1 of the Schedule of Prices (SP-1) with the attached Revised Schedule of Prices (SP-1).

The Contractor shall hereby acknowledge receipt of the above referenced addendum on the Proposal (P-1) page of the original set of contract documents prior to submittal.

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

DOUGLAS COUNTY, KANSAS
 KDOT PROJECT NO. 23 KA-2342-01
 DOUGLAS COUNTY PROJECT NO. 2011-8

BID #11-F-0016
 REVISED
 SCHEDULE OF PRICES

SPEC. NO.	BIDDING ITEMS	APPROX QTY'S	UNIT	UNIT PRICE	AMOUNT
201	Clearing & Grubbing	1	L.S.	6,400.00	6,400.00
801	Mobilization	1	L.S.	25,000.00	25,000.00
Plans	Removal of Existing Shoulder & Entrance (6" Asphalt)	1950	S.Y.	1.70	3,315.00
205	Unclassified Excavation (VMF=0.8)	241	C.Y.	10.00	2,410.00
205	Compaction of Earthwork (Type B, MR-90)	534	C.Y.	5.00	2,670.00
205	Compaction of Earthwork (6" Type AA, MR-5-5)	657	C.Y.	5.00	3,285.00
205	Common Excavation (Contractor Furnished)	291	C.Y.	12.00	3,492.00
611	HMA - Commercial Grade (Class A)	2646	Ton	62.25	164,713.50
Plans	2" Milling	6490	S.Y.	1.50	9,735.00
Plans/817	24" Cross Road Pipe (RCP) Extension	11	L.F.	150.00	1,650.00
Plans	18" Nominal Riprap	12	S.Y.	45.00	540.00
205	Water (Grading)(Set)	1	MG.	\$35.00	\$35.00
802	Construction Staking	1	L.S.	2,500.00	2,500.00
901	Temporary Ditch Check	150	L.F.	3.00	450.00
901	Temporary Slope Barrier	2000	L.F.	1.50	3,000.00
901	Sediment Removal (Set Price)	1	C.Y.	\$30.00	\$30.00
901	Temporary Seed, Fertilizer and Mulch	1	Ac.	750.00	750.00
Plans	Permanent Seed, Fertilizer and Mulch	1	Ac.	1,250.00	1,250.00
804/Sp. Prov.	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00
805	Traffic Control (Initial Setup)	1	L.S.	3,500.00	3,500.00
Plans/805	Traffic Control Two Lane with One Lane Closed	1	L.S.	3,025.00	3,025.00
805	Construction Sign (0 to 9.25 Sq. Ft.)	280	Ea./Day	.05	14.00
805	Construction Sign (9.26 to 16.25 Sq. Ft.)	266	Ea./Day	.05	13.30
805	Type III Barricade (4-8 Ft.)	56	Ea./Day	1.00	56.00
805	Type "A" Warning Light	266	Ea./Day	.05	13.30
805	Trimline Channelizer	2520	Ea./Day	.50	1,260.00
805	Pavement Marking (Temp) (4" Solid) (White) (Type II Tape)	36	Sta.Line	40.00	1,440.00
805	Pavement Marking (Temp) (4" Solid) (Yellow) (Type II Tape)	36	Sta.Line	40.00	1,440.00
805	Pavement Marking (Temp) (4" Solid) (Yellow) (Type I Tape)	11	Sta.Line	100.00	1,100.00

DOUGLAS COUNTY, KANSAS
 KDOT PROJECT NO. 23 KA-2342-01
 DOUGLAS COUNTY PROJECT NO. 2011-8

BID #11-F-0021

SCHEDULE OF PRICES (continued)

SPEC. NO.	BIDDING ITEMS	APPROX QTYS.	UNIT	UNIT PRICE	AMOUNT
805	Pavement Marking (Temp)(4")(Flex, Raised Pvmt Marker)	42	Ea.	20.00	840.00
806	Pavement Marking (Int. Grade)(White)(Left Arrow)	6	Ea.	300.00	1,800.00
806	Pavement Marking (Int. Grade)(White)(Right Arrow)	7	Ea.	300.00	2,100.00
806	Pavement Marking (PCP)(White)(4")	5584	L.F.	2.00	11,168.00
806	Pavement Marking (PCP)(Yellow)(4")	8260	L.F.	2.00	16,520.00
806	Pavement Marking (PCP)(White)(6")	1043	L.F.	3.00	3,129.00
806	Pavement Marking (PCP)(Yellow)(18")	128	L.F.	17.50	2,240.00

TOTAL BID 282,884.10

MS CS

NOTE: Bidder shall extend all items and total bid.

King's Construction Co Inc
 CONTRACTOR

By: *Dan King*

Title: Dan King, V.P.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Kings Construction Company, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 5.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

CONTRACT (continued)

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:



Douglas County Counselor

Name of Organization

2/24/2012
Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

STATUTORY BOND

Know All Men By these Presents, that We, _____

_____ as Principal, and _____ duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound unto Douglas County, Kansas, in the penal sum of _____ (\$ _____) lawful money of the United States, for payment of which sum well and truly to be made said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 2012.

The Condition of the Foregoing Obligation is such that: Whereas, said Principal has entered into a written contract with Douglas County, Kansas, dated _____, 2012, for the furnishing of materials and labor, and doing the work of whatever kind necessary to construct the Douglas County Project, specified above, all in accordance with the detailed plans and specifications on file in the Office of the Douglas County Clerk of Douglas County, Kansas, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

Now, therefore, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with or in or about the construction or making of the above-described improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specification accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 23 KA-2342-01
DOUGLAS COUNTY PROJECT NO. 2011-8
BID #11-F-0021

STATUTORY BOND (continued)

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said Surety has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in quadruplicate.

Principal

Surety

Attorney-In-Fact

(A certified copy of the agent's Power of Attorney must be attached hereto.)

(To be filed with the Clerk of the District Court.)

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

REQUIRED CONTRACT PROVISION
TAX CLEARANCE CERTIFICATE

(1) Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue (KDOR) at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Contractor's Proposal will be rejected as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

(2) To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at <http://www.ksrevenue.org/taxclearance.htm>. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate which includes the "Tax Clearance Confirmation Number". Decisions on on-line applications are generally available the following business day.

If the Contractor possesses a current Tax Clearance Certificate at the time of the letting, provide the following information:

1. Tax Clearance Confirmation Number: CAME-NA27-99TE – May 6, 2012 and
2. Contractor's FEIN number: 48-1035610

(3) If the Contractor does not have the information in section 2 at the time of the letting, the Contractor shall submit a copy of the Tax Clearance Certificate to the Local Public Authority (LPA) by hand delivery, mail, or fax before the award of contract so it can be forwarded to KDOT. Before authorizing the LPA to award a contract, KDOT will authenticate the Certificate through the Confirmation Number inserted in section 2 on this Required Contract Provision or contained on the Certificate submitted after the letting.

(4) If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

(5) Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

(6) Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the LPA approves them for subcontract work. The Contractor shall submit to the LPA the Subcontractor's Tax Clearance Certificate so the LPA can authenticate their Tax Clearance Confirmation Number.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
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EDITION OF 2007

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DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
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GENERAL DESCRIPTION:

KDOT Project No. 23 KA-2342-01/Douglas County Project 2011-8 consists of grading, milling (2"), HMA Commercial grade, patterned cold plastic (PCP) traffic marking, temporary traffic control and erosion control. This project is generally located 3 miles northwest of Lawrence, Kansas on Douglas County Route 438 between E650 and E700.

SPECIAL PROVISIONS
TO THE
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EDITION OF 2007

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PLANS: The following plans accompany and supplement the Specifications:

1	Title Sheet
2	Typical Sections
3	General Notes & Quantities
4-6	Plan & Profiles
7-13	Temporary Erosion & Pollution Control
14	Permanent Seeding
15-19	Cross Sections
20-27	Traffic Control Detail Sheets
28-32	Pavement Marking Detail Sheets

SPECIAL PROVISIONS
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ENGINEER: For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
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OPERATIONS OF OTHERS: The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

SPECIAL PROVISIONS
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INSPECTION: The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
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RIGHT-OF-WAY: The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

SPECIAL PROVISIONS
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SPECIFICATIONS: The bidder and/or Contractor are required to furnish his own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2007.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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INDEMNITY PROVISION: The Contractor hereby agrees to indemnify, hold harmless, and save the Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary", and the County from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

SPECIAL PROVISIONS
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SECTION 804

MAINTENANCE AND RESTORATION

OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-10, Delete the second paragraph and replace with the following:

For the purpose of this specification, a haul road is any public road in Kansas, excluding State highways, over which 3,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

(Note: The following sentence has been deleted from Subsection 804.1: "Roads normally used for hauling commercial material into or from established plant sites and quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-10, Delete the first paragraph and replace with the following:

If the Contractor is obligated to perform maintenance and restoration as stated within Section 804, with exception of dust control, the Engineer will Measure and Pay "Maintenance and Restoration of Haul Roads (Set)" as a lump sum.

Labor, Equipment, Materials and incidentals necessary to reduce dust on active haul roads including return routes, in pits and staging areas, and on the project will not be measured directly but shall be considered subsidiary to other items in the contract.

SPECIAL PROVISION
TO THE
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SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SECTION 611.2 MATERIALS, TABLE 611-1,

Change the "Reclaimed Asphalt Pavement (RAP) (max. %)" from 25% to 10% for HMA-Commercial Grade (Class A) mixes.

Change the Binder requirement to PG64-22.

Delete note (1) shown below table 611-1.

SPECIAL PROVISIONS
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PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for asphalt material (HMA – Commercial Grade (Class A)) will be based on the Computed Monthly Asphalt Material Index in effect for January, 2012 as listed @ <http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for January, 2012.

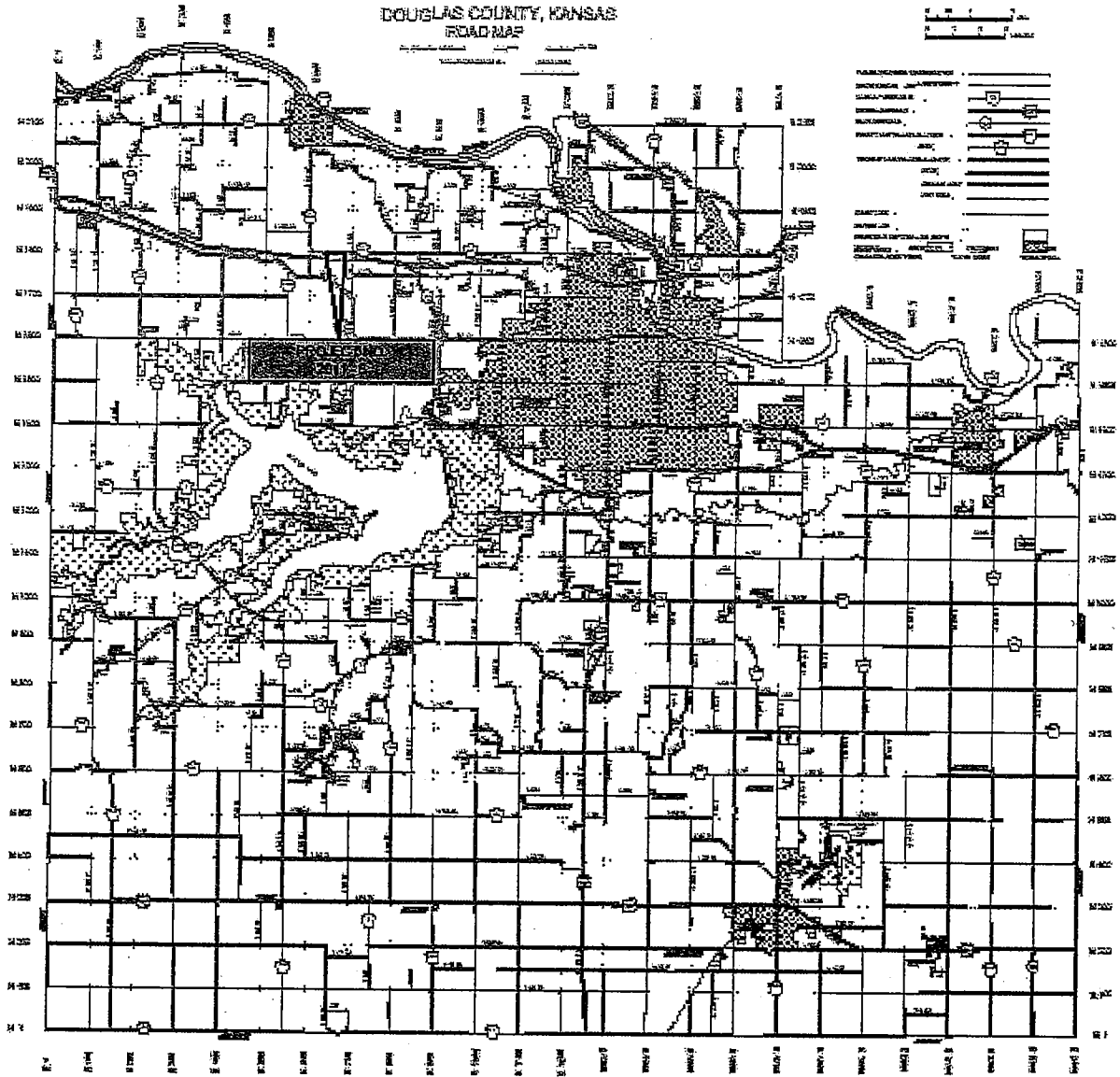
The adjusted unit cost will apply until all work is complete. If contract time expires, no additional increases will be allowed, but if the asphalt price decreases during this time the revised unit costs will reflect this change.

Example:

Change in Price of Asphalt Oil/Ton	Adjustment in the Bid Price of Asphalt Mat'l
\$0.00 - \$9.99	\$0.00
\$10.00 - \$19.99	\$0.50
\$20.00 - \$29.99	\$1.00
\$30.00 - \$39.99	\$1.50

PROJECT 2011-8 LOCATION MAP

DOUGLAS COUNTY, KANSAS
ROAD MAP



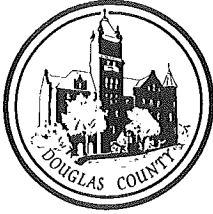
PROJECT NO. 2011-8 ROUTE 438

SHEET 1 OF 1

DATE	11/15/11
PROJECT NO.	2011-8
PROJECT NAME	ROUTE 438
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...



Douglas County Public Works
1500 Massachusetts
Lawrence, Kansas 66044



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 *KB*
Michael D. Kelly, L.S., County Surveyor *MK*

DATE : February 23, 2012

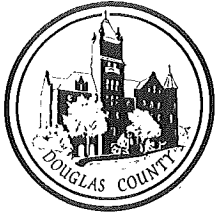
RE : Consent Agenda – Acquisition of Easement
Drainage Structure No. 2.00N – 18.26E and 2.00N – 18.29E

A project has been designed to replace two (2) deficient drainage structures located approximately one (1) mile southeast of Baldwin City on N200 Road. Plans were developed in-house and negotiations with the pertinent landowner for permanent easement have been completed.

It should be noted the structures, while located on a road maintained by Palmyra Township, are too large for the township to replace with their limited equipment. As such, the project will be constructed jointly using county personnel/equipment for the structures and the township will take care of the ditches.

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

ACTION REQUIRED: Consent agenda approval to authorize Mike Gaughan to affix his signature to the CONTRACT FOR HIGHWAY PURPOSES.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MÉMORANDUM

TO : Douglas County Commission

FROM : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Michael D. Kelly, L.S., County Surveyor *MCK*

DATE : February 23, 2012

RE : Consent Agenda - Acquisition of Construction Easement
Project No. 2010-10; County Route 1055 improvement from US56 to Route 12
Sixth Street; Baldwin City

As you are aware an improvement has been designed for County Route 1055 (Sixth St. – Baldwin City). The project requires permanent and/or temporary easement from several properties, three (3) lying outside the city limits, for which Douglas County is responsible for the acquisition.

An independent appraiser was hired to ascertain an appropriate offer for the required easement. The CIP budget contains \$17,250 in the right-of-way line item

Attached are the three (3) contracts requiring approval and the total expenditure for the contracts is in the amount of \$14,225.00.

ACTION REQUIRED: Consent agenda approval is required to execute the attached **CONTRACT's FOR HIGHWAY PURPOSES.**