

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda 04-04-12

WEDNESDAY, APRIL 4, 2012

6:00 p.m.

- Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

6:35 p.m.

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of two resolutions establishing (1) a 25-mph speed limit, and (2) a 5-ton commercial weigh limit on E 1750 Road from the north Baldwin City limits to Route 12 (N 400 Road).(Keith Browning);
- (c) Receive 2011 County Engineer's Annual Report (Keith Browning); and
- (d) Consider acquisitions of right-of-way for culvert replacement, 17.50N-7.53E (Michael Kelly)

REGULAR AGENDA

- (2) Receive and adopt the US-40 & K-10 Area Transportation Plan. (Jason Hoskinson, BG Consultants)
- (3) Consider awarding a construction contract to the low responsible bidder for Project No. 2010-20, Route 1055 (6th Street) reconstruction from US-56 highway to Route 12 in Baldwin City (Keith Browning)
- (4) Discussion on proposed Bond refinancing (Sarah Plinsky)
- (5) Accept proposal from Humana for stop loss health insurance coverage (Sarah Plinsky)
- (6) Presentation on health insurance updates (Sarah Plinsky)
- (7) 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
- (8) Adjourn

MONDAY, APRIL 9, 2012

-Canvass for the Lecompton Election

WEDNESDAY, APRIL 11, 2012

- Proclamation for "National Public Safety Telecommunications Week" April 8-14, 2012 (Scott Ruf)
- Announce 2012 Dispatcher of the Year (Scott Ruf)
- Consider approval of 2012 Emergency Communications Annual Report (Scott Ruf)
- Presentation on Immediate Response Information system (IRIS) - Call Notification System (Jillian Rodrigue)

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

-Review and approve 2013 Douglas County Community Corrections Comp Plan (Deborah Ferguson)

WEDNESDAY, APRIL 25, 2012

-Consider approval of a proclamation declaring May 2012 as Bike Month (Jessica Mortinger)

-Food Policy Council presentation: 2012 workplan for the Council (Eileen Horn)

6:35 p.m.

-TA-8-11-11: Consider a Text Amendment to the Douglas County Zoning Regulations for the Unincorporated Territory of Douglas County to establish *Agritourism* as a use in the County A (Agriculture) District. (PC Item 3; approved 8-0 on 3/26/12) (Mary Miller will present the item.)

WEDNESDAY, MAY 2, 2012 –cancelled

WEDNESDAY, MAY 9, 2012

WEDNESDAY, MAY 16, 2012

WEDNESDAY, MAY 23, 2012-cancelled

WEDNESDAY, MAY 30, 2012

4:00 p.m. (Proclamation for Relay for Life Week June 3-9)

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 : March 23, 2012

Re : Approval of 25-mph speed limit resolution
Approval of commercial 5-ton weight limit resolution
E 1750 Road between north Baldwin City limits and Route 12

As you are aware, Baldwin City and Douglas County are partnering on an upcoming project to reconstruct Route 1055 (6th Street in Baldwin City). The road will be closed to through traffic during construction. Construction will begin in late-April, and the road will be reopened to traffic by Thanksgiving. Route 1055 traffic will be detoured via US-56 highway west to US-59 highway, thence north to Route 460 (N 650 Road), thence east to Route 1055.

We expect traffic on E 1750 Road from the north Baldwin City limits to Route 12 to increase significantly while Route 1055 is closed for construction. While E 1750 Road is not the official detour, local drivers will utilize the road to avoid the Route 1055 closure.

This portion of E 1750 Road is not currently posted for maximum speed or load limit. Eisenhower Street in Baldwin City, which becomes E 1750 Road at the north city limits, is posted for a 20-mph speed limit.

This department recommends posting E 1750 Road for a 25-mph speed limit. Given the roadway width and two near right angle turns, plus the anticipation of significantly increased traffic counts, I feel a 25-mph speed limit is appropriate.

This department also recommends posting E 1750 Road for a 5-ton commercial weight limit in order to prohibit through trucks from using the road. The attached resolution establishes a 5-ton weight limit for commercial vehicles while exempting those vehicles servicing adjacent property owners and agricultural vehicles and equipment.

Both resolutions should be reevaluated following project completion and the reopening of Route 1055 (6th Street).

Action Required: Approval of the attached resolutions establishing (1) a 25-mph speed limit, and (2) a 5-ton commercial weight limit on E 1750 Road from the north Baldwin City limits to Route 12 (N 400 Road).

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 5 TON WEIGHT LIMIT FOR
COMMERCIAL VEHICLES ON PORTIONS OF E 1750 ROAD IN
PALMYRA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1912(c), local authorities may impose limitations as to the weight or size of trucks or other commercial vehicles for roads under their jurisdiction: Provided, that adjacent premises to such restricted roads may be served; and

WHEREAS, The Board of County Commissioners of Douglas County, Kansas, has determined that in the interest of the public health, safety and welfare, commercial vehicles weighing in excess of five (5) tons should not be allowed over the following described township road, to-wit:

a portion of E 1750 Road, from the intersection with N 400 Road (County Route 12) to the North City Limits of Baldwin City, the centerline of which is more particularly described as follows:

beginning at the Northwest Corner of Section 34, Township 14 South, Range 20 East of the 6th P.M., thence east along section line a distance of approximately 1,671 feet to the point of beginning at the intersection of N 400 Road (County Route 12) with E 1750 Road, thence southerly along the centerline of E 1750 Road a distance of approximately 1,250 feet to the intersection of E 1750 Road with N 375 Road, thence westerly and southerly on E 1750 Road approximately 2,510 feet to the North City Limit of Baldwin City, and terminating at said point

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

Section 1. No commercial vehicles weighing in excess of five (5) tons shall be permitted on the above-described roads. This limitation shall not apply to agricultural vehicles or to commercial vehicles engaged in the delivery of goods or services at the request of owners or occupants of properties adjacent to the roads above described.

Section 2. Definitions. For the purpose of this resolution:

(a) "Commercial vehicles" shall include, but not be limited to, vehicles that are used for the transportation or delivery of freight and merchandise, including combination units of truck tractors or road tractors and trailers or semitrailers. "Commercial vehicles" shall not include any vehicle owned or operated by the State of Kansas, Douglas County, or any other political subdivision.

(b) "Agricultural vehicles" shall include vehicles that are used for agricultural operations, including farm tractors, combines, fertilizer dispensing equipment or other farm machinery used for work upon farms.

This resolution shall become effective when appropriate signs giving notice thereof are erected upon the roads above described.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY
COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

ATTEST:

Nancy Thellman, Member

County Clerk

Jim Flory, Member

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 25 MILES PER HOUR MAXIMUM SPEED LIMIT ON A PORTION OF E 1750 ROAD IN PALMYRA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department the maximum speed limit for the following described county road or highway, to-wit:

a portion of E 1750 Road, from the intersection with N 400 Road (County Route 12) to the North City Limits of Baldwin City the centerline of which is more particularly described as follows:

beginning at the Northwest Corner of Section 34, Township 14 South, Range 20 East of the 6th P.M., thence east along section line a distance of approximately 1,671 feet to the point of beginning at the intersection of N 400 Road (County Route 12) with E 1750 Road, thence southerly along the centerline of E 1750 Road a distance of approximately 1,250 feet to the intersection of E 1750 Road with N 375 Road, thence westerly and southerly on E 1750 Road approximately 2,510 feet to the North City Limit of Baldwin City, and terminating at said point

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described road under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 25 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the road above described.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Member

County Clerk

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : March 26, 2012

Re : Receive 2011 County Engineer's Annual Report

K.S.A. 68-540 requires the County Engineer to make a written report annually to the Board of County Commissioners of work accomplished and funds expended, and to submit the report to KDOT. K.S.A. 68-541 requires the report to be submitted on forms developed by KDOT.

The 2011 County Engineer's Annual Report is attached. A copy of KDOT's instructions for completing the report is also provided as an aid in understanding what is included in the report.

Information on county costs for labor, equipment, and materials was obtained from employee timesheets as well as from contracted work. Information on township costs was taken from township road budgets.

This report has already been submitted to KDOT electronically.

Action Required: Receive the 2011 County Engineer's Annual Report submitted to KDOT.

County Engineer's/Road Supervisor's Annual Report Instructions

General Instructions:

- This report is designed to solicit basic information that can be readily obtained in most counties. The data reported on this form is the only information that is required to be submitted to the Kansas Department of Transportation for compliance with K.S.A. 68-540. Counties are encouraged to maintain more detailed records for their own use as they deem appropriate.
- Costs reported on this form should reflect only funds expended for road and bridge maintenance and construction activities from January 1 to December 31 of the past year. Information provided should be only for roads and bridges that are under county and township jurisdiction.
- All costs/expenditures recorded should only be those costs actually paid by the county or township. Do not include any Federal/State matching funds applied toward the cost of projects.
- Bridge Definition: For the purpose of this report, a bridge is defined as any structure with an opening twenty (20) feet or longer (measured along centerline of the roadway and between the inside faces of outside walls or abutments), or a low water crossing forty (40) feet or more in length (measured along centerline of the roadway). Bridges should be listed on your bridge inspection report. Any structure with an opening less than twenty (20) feet or a low water crossing less than forty (40) feet in length is considered a culvert.
- Township Costs: It is recognized that counties with townships that maintain roads have difficulty obtaining complete reports from the townships. Since townships do little construction and have few paved roads it is acceptable for this report to assume that the township road budget all goes to road maintenance. If the county is aware of a township road construction project that construction cost can be estimated. A spread sheet has been furnished to tabulate township mileage and budgets. This spreadsheet might make it easier to update township numbers in subsequent years.
- Submit the following items to the Kansas Department of Transportation at the address indicated in the BLP Memo:

Transmittal Cover Letter on County Letterhead (optional)

Attached Cover Sheet

Completed Annual Report Form (pages 1 - 3) (please submit electronically also)

Annual Report Instructions

General: A spreadsheet has been provided to speed up the reporting process. The spreadsheet will automatically add the correct lines to give the totals and transfer them forward. To speed tabulation of the data we ask that you submit the annual report spread sheet electronically attached to an email.

Line by Line Instructions:

Fill in the county and reporting year at the top of the form

1. Road System Type: Pick from County Unit (CU), County-Township (CT), County Rural (CR)
2. Road & Bridge Budget: Budget for reporting year, include Road & Bridge Fund, Special Bridge Fund, etc. Expenditures of Special Machinery Fund and bridge bonds should not be included on this line. If the department budget includes some non-road activities such as landfill, county building maintenance, noxious weeds, etc, these non road items should be deducted.
3. Number of road and bridge employees: This is normally the number in the road and bridge department, and includes office staff, supervisors and workers. This number should not include staff that work on non road and bridge items such as the landfill, parks, and noxious weeds.
4. Miles of County Maintained Road: Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage. The spreadsheet will compute the total and display it in the total column.
5. Maintenance: Enter the number of miles of asphalt maintenance work in the three categories performed during the year. Chip seal includes micro-surfacing, and recycle includes pavement reconstruction.
6. Construction: Enter the amount of construction work for the listed categories. Definition of construction, bridges and culverts is explained elsewhere in the instructions. Culverts for this item are those with a waterway opening of 25 s.f. or larger (larger than a 66" pipe).
7. Cost of Asphalt/Concrete Road Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
8. Cost for Gravel/Earth Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
9. Cost for Bridge Maintenance: This should include costs for maintenance performed on bridges listed on your bridge inspection report.
10. Total Maintenance Costs is the total of lines 7, 8 & 9. If using the spread sheet it should automatically total.
11. Cost for Road Construction: This should include all project related costs, except overhead not charged to specific activities or projects. Generally construction is for projects that improve the profile, cross section or horizontal alignment of a road, or improve the surface type from gravel to paved. See examples in the next section on Pages 4 and 5.
12. Cost for Bridge Construction/Rehabilitation: This should include all project related costs except overhead for bridge replacement and major rehabilitation projects. Rehabilitation projects are only those projects that are intended to raise the sufficiency rating above 80, and should be based on an engineered plan. Include just local costs, do not include federal aid funds.
13. Cost for Culvert Construction: This includes costs for new construction for boxes and culverts larger than 25 s.f. of waterway opening (greater than 66" dia. Pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction.
14. Total Construction Cost is the total of lines 11, 12, & 13. If using the spread sheet it should total automatically.
15. Total Maintenance Cost is carried forward from line 10. If using the spread sheet it should carry forward automatically.

16. Total Construction Cost is carried forward from line 14. If using the spread sheet it should carry forward automatically.
17. Overhead and Administration costs are entered on this line. Overhead and administration are generally costs not directly charged out to maintenance or construction. See examples in the next section for typical overhead and administrative costs.
18. Total County Costs is the total of lines 15, 16 & 17. If using the spread sheet this should be automatically totaled.

This completes the report for County Unit and County Rural road system counties. The remainder of the form is for County-Township Road System Counties only.

Note: It is recommended to use the Township Form page of the spreadsheet. As you list the information for the townships the figures will automatically be carried forward to the appropriate lines of the Annual Report Form.

19. Total Miles of Township Maintained Road. Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage.
20. Cost of Township Road Maintenance: Unless you are aware of township road construction this number will be the total of the townships published budgets.
21. Cost of Township Road Construction: Townships do little road construction, and may not have adequate cost figures. An estimate of road construction cost is adequate for this report if better figures are not available. Also list the number of miles of township road constructed using the same definition as used for county road construction.
22. Total Township Costs is a total of lines 20 & 21. If using the spread sheet this should be automatically totaled.

Examples of Maintenance, Construction and Overhead/Administrative Activities

The following are representative examples of the types of work activities that may be defined as maintenance, construction and overhead as they relate to categories of costs itemized in the report. All categories should include costs for labor, equipment, materials, and contracted work utilized to complete these activities. Please note that the definition for construction has changed substantially from previous years, and will include fewer projects than in the past.

- **Definitions** In general terms, the definitions of maintenance and construction are as follows:

Maintenance: Activities or operations that are intended to maintain and preserve the condition of an existing facility, extend the useful life, and slow down future deterioration.

Road Construction: Road construction is construction of a new road at a new location, or a major upgrade of surfacing type, horizontal alignment, cross section, or vertical alignment of an existing road.

Bridge Construction/Rehabilitation: Bridges are structures that are 20' or more in length as measured along the centerline of the roadway. Bridge construction refers to the installation of a new structure to replace an existing bridge or culvert, or the installation of a structure where one did not previously exist. Bridge rehabilitation is major work to restore the structural integrity of a bridge as well as major work to correct safety defects.

Maintenance Examples:

Road Maintenance:

Paved Roads: Chip seals, crack filling, asphalt overlays, milling asphalt surfaces, recycling, reconstruction of a deteriorated asphalt pavement, pothole patching, repair and maintenance of driveways, pavement marking, and road sweeping. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of shoulders and ditches to restore original grades and lines including reseeding and erosion control. Vegetation management: includes tree and brush removal, trimming, chipping, spraying of weeds and mowing. On gravel and dirt roads: Blading, adding surface material, scarifying surfaces, milling rock ledges, and applying dust control. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of all culverts, and replacement of culverts less than 25 s.f. (66" dia. pipe or smaller).

Bridge Maintenance:

Repair of concrete, wood or steel decks, piers, abutments, stringers, caps, piles, beams, seats, trusses, girders, sills, wing walls, connectors, and hub guards. Excavation and backfilling required to repair approaches. Cleaning, clearing trees and brush, removing drift, realigning channels. Stabilizing banks, placing rip-rap, repairing scours. Cleaning decks. Handrail repair or replacement. Sandblasting and painting. Repair of low water crossings. Hauling, cutting, welding, fabricating, assembling, installing or placing materials. Replacing stone masonry, tuck pointing, repairing scours, grouting concrete surfaces, or replacing concrete slabs.

Culvert Maintenance :

Culvert maintenance includes the same items as bridge maintenance, but for the purposes of the annual report are included in the classification of road maintenance. Counties may want to capture the culvert maintenance costs for their own purposes.

Construction Examples:**Paved Road Construction :**

Examples of upgrades that are paved road construction: 1. Paving of a gravel road. 2. Adding shoulders to a paved road that did not have shoulders. 3. Complete reconstruction including modification of cross section, vertical alignments and perhaps horizontal alignment. In most cases road construction projects require engineered plans and additional right of way. Major projects that are **not** considered paved road construction include: overlays, surface recycling, reconstructing an existing asphalt surface. Road work for approach grading for a bridge or culvert project is included in the cost of the bridge or culvert project.

Gravel Road Construction :

Examples of upgrades that are gravel road construction: 1. Regrading and surfacing of a dirt road. 2. Complete reconstruction of an existing rock road including pulling ditches, installing new entrance and crossroad culverts and then re-rocking the road. Gravel road construction may not require engineered plans and additional right of way, but should result in basically a new road. Road work costs for approach grading for a bridge or culvert project should be included in the cost of the bridge or culvert project.

Bridge Construction/Rehabilitation (Structures 20' in length or more):

Bridge construction is the installation of a new structure for replacement of an existing bridge, constructing a new bridge on a new road, or replacing a culvert with a bridge size structure. Bridge rehabilitation is intended to raise the sufficiency rating of the structure above 80, and should be based on an engineered plan. Work in this category includes repairs or replacement of some bridge elements (e.g., deck, girders) but leaves other elements in place. Bridge repairs that do not raise the sufficiency rating above 80 are considered bridge maintenance. Normally approach grading and surfacing are included in the bridge construction cost unless the bridge project is part of a larger road construction project.

Culvert Construction :

Culvert Construction includes costs for new construction and replacement of boxes and culverts larger than 25 s.f. of waterway opening (larger than 66" dia. pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. On major road construction projects culvert construction cost can be included in the cost of the road project.

Examples of Construction Items:

Construction costs for roads, bridges and culverts should include all construction related costs that are not included in department overhead and administration. Following are examples of costs that are normally charged to a project and shown as construction costs.

- Right of way costs such as land cost, damages to remainder, temporary easements, appraisals, negotiation fees, and fence replacement.
- Pre construction items such as utility relocations and design engineering.
- Construction items such as mobilization, construction signing, site preparation, clearing, structure removal, approach grading and filling, structure construction, paving, surfacing, guardrail, and permanent signing, seeding and mulching.
- Construction engineering items such as inspection, and preparing as-built plans.
- Miscellaneous maintenance costs due to the project such as checking construction signing, and barricades, and detour maintenance.

Overhead and Administration

Overhead and administrative costs are those miscellaneous costs not charged directly to construction projects or maintenance activities. When the cost for a work type shown below is significant and can be tied to a construction project, it should be included as part of that project's costs, rather than shown as overhead. Depending on the county's cost accounting setup some maintenance activities listed below will be charged directly to a specific maintenance activity and will not be overhead. For example in the category-Snow & Ice Control, these activities could be charged directly to a work activity such as snow and ice control and rolled up to road maintenance, or charged to overhead and administration. The decision on how to handle miscellaneous activities will be based on the level of detail collected and reported in the cost accounting system, as well as the significance of the expense related to the cost of tracking small items.

Examples of Overhead and Administration

Safety & Training: Training meetings, orientations, schools or seminars. Safety clothing such as gloves, boots, safety glasses, rainwear, hard-hats and protective clothing.

Administration, Supervision & Leave: Wages for secretaries, clerical staff and certain supervisors. Temporary clerical services, data processing, legal counsel, purchasing, bid preparation. Administrative and supervisory vehicle use and personal vehicle reimbursement. All employee leave types such as vacation, sick, holiday, funeral, civil, and military leave. Call back pay and standby pay if not associated with a project or activity.

Human Resources: Employee meetings, retirement or farewell parties, conferences, interviews and job evaluations, approving time cards, leave slips and equipment tickets, timecard pickup, uniform pickup, drug testing, resolving employee problems, reviewing rules and regulations.

Office Expense: Desks, cabinets, calculators, computers, software, office equipment, maintenance contracts, office supplies, books, publications, postage, general supplies, dues, advertisements, and insurance.

Facility maintenance: Building maintenance, utilities, trash, sanitary facilities, internet access, satellite weather service and delivery service. Yard maintenance, such as cleanup, litter patrol, organizing equipment and supplies, disposal of scrap iron, inventory of equipment and supplies, lockup and opening of yard and shop. General maintenance and cleaning of hand tools and equipment.

Miscellaneous Road Activities: Inspection of roads and bridges; checking complaints, sign inspection, traffic counts; surveying, hauling oil for inventory, mail box repair, dead animal removal, trash pickup, spill cleanup, accidents, fabrication of supplies and equipment. Small tool and equipment purchases.

Snow & Ice Control: Hauling, mixing, and stockpiling salt sand, checking weather, dispatching, putting on salt sand spreaders or snow plows, snow and ice inspection.

Fleet Maintenance: Some fleet maintenance costs could be overhead and administration. Generally agencies charge projects and maintenance activities based on hourly rates for equipment. In that case only costs not charged out would be included in Overhead and Administration.

State of Kansas

**COVER SHEET
FOR COUNTY ENGINEER'S / ROAD SUPERVISOR'S
ANNUAL REPORT
2011**

DOUGLAS County

This is a: *[Check one]*
County-Unit System
County-Township System
County-Rural System

Submitted by KEITH BROWNING, P.E. County Engineer / Road Supervisor

Authorization

Volume 5, Section 68-540 and 68-541 of the Kansas Statutes Annotated reads as follows:

68-540. Reports by county engineers or road supervisors. It shall be the duty of the County Engineer or Road Supervisor to make a written report to the Board of County Commissioners of the work accomplished and funds expended upon all the roads and bridges for the current year, which shall close on the thirty-first day of December of each year. This report shall show which roads of the county and township system have been completed or partially completed, and credit to such roads shall be shown by him upon the county road plan not later than April 15, and a copy of the said report shall be immediately forwarded to the State Transportation Engineer upon standard forms.

68-541. Forms for accounts and reports. All forms and blanks necessary to secure uniformity of records and reports in the system herein provided shall be prescribed by the Secretary of Transportation.

(Revised 11/07)

County Engineer's / Road Supervisor's Annual Report

County DOUGLAS Year 2011

General Information

- 1) Type of Road System (CU, CT, or CR) CT
- 2) (a) Annual Road and Bridge Operating Budget \$ 6,043,934.00
 (Total of Road and Bridge, Special Bridge, and Special Road and Bridge Funds)
- (b) Extra bonds, revolving funds or federal funds exchange expended \$ 0.00
- 3) Number of Road and Bridge Employees 43
 (People on the payroll that work for road and bridge-includes shop and office)

- 4) Miles of County Maintained Roads (miles in your road system)

| Concrete | Asphalt | Gravel/Rock | Earth | Total |
|----------|---------|-------------|-------|-------|
| 1 | 173 | 34 | 0 | 208 |

- 5) Miles of Maintenance (Major blacktop maintenance work performed)

| Chip Seals | Overlays | Recycle | Gravel |
|------------|----------|---------|--------|
| 2 | 12 | 0 | 0 |

- 6) Construction (Major construction)

- a. Paved: Miles of gravel upgraded to blacktop and major upgrades of paved roads including shoulders added to blacktop.
- b. Gravel: Miles of complete regrading including ditches or dirt roads graveled.
- c. Bridges: Number of bridges replaced.
- d. Culverts: Number of culverts larger than 25 s.f. of opening (66" pipe minimum)

| Paved Road Miles | Gravel Road Miles | Bridges Replaced | Culverts Replaced |
|------------------|-------------------|------------------|-------------------|
| 4 | 0 | 1 | 7 |

Annual County Maintenance Costs

| | |
|---|-------------------------------|
| 7) Asphalt / Concrete Road Maintenance | \$ <u>3,568,947.59</u> |
| 8) Gravel / Earth Road Maintenance | \$ <u>477,044.17</u> |
| 9) Bridge Maintenance | \$ <u>144,847.40</u> |
| 10) Total Maintenance Costs (total of lines 7,8 & 9) | \$ <u>4,190,839.16</u> |

Annual County Construction Costs

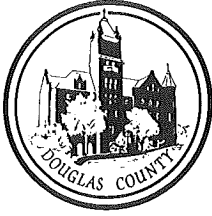
| | |
|---|-------------------------------|
| 11) Road Construction | \$ <u>1,644,214.81</u> |
| 12) Bridge Construction/Rehabilitated | \$ <u>240,819.72</u> |
| 13) Culvert Construction (larger than 25 s.f. opening) | \$ <u>621,622.32</u> |
| 14) Total Construction Costs (Total of lines 11,12 & 13) | \$ <u>2,506,656.85</u> |

Total Annual County Costs

| | |
|---|-------------------------------|
| 15) Total Maintenance Costs (from line 10) | \$ <u>4,190,839.16</u> |
| 16) Total Construction Costs (from line 14) | \$ <u>2,506,656.85</u> |
| 17) Overhead and Administration (if not included above) | \$ <u>2,409,762.92</u> |
| 18) Total County Costs (Total of lines 15,16 & 17) | \$ <u>9,107,258.93</u> |

Annual Township Maintenance and Construction Costs
 (For County-Township Road System Only)

| | | |
|--|-------------------|------------------------|
| Total Townships in County | <u>9</u> | |
| Total Township Reports | <u>9</u> | |
| 19) Total Miles of Township Maintained Roads | <u>578</u> | mi. |
| Concrete Roads | <u> </u> | mi. |
| Asphalt Roads | <u>67</u> | mi. |
| Gravel Roads | <u>489</u> | mi. |
| Earth Roads | <u>22</u> | mi. |
| 20) Cost for Township Road Maintenance | | \$ <u>3,644,179.50</u> |
| 21) Cost for Township Road Construction | | \$ <u>450,542.40</u> |
| Miles of Township Road Construction | <u>5</u> | mi. |
| 22) Total Township Costs (Total of lines 20&21) | | \$ <u>4,094,721.90</u> |



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

TO : Board of County Commissioners

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

DATE : March 30, 2012

RE : Drainage Structure Replacement; Bridge No. 17.50N – 7.53E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located 2 miles northwest of Lawrence on N1750 Road. Plans were developed in-house and negotiations with the pertinent landowners for permanent easement have been completed.

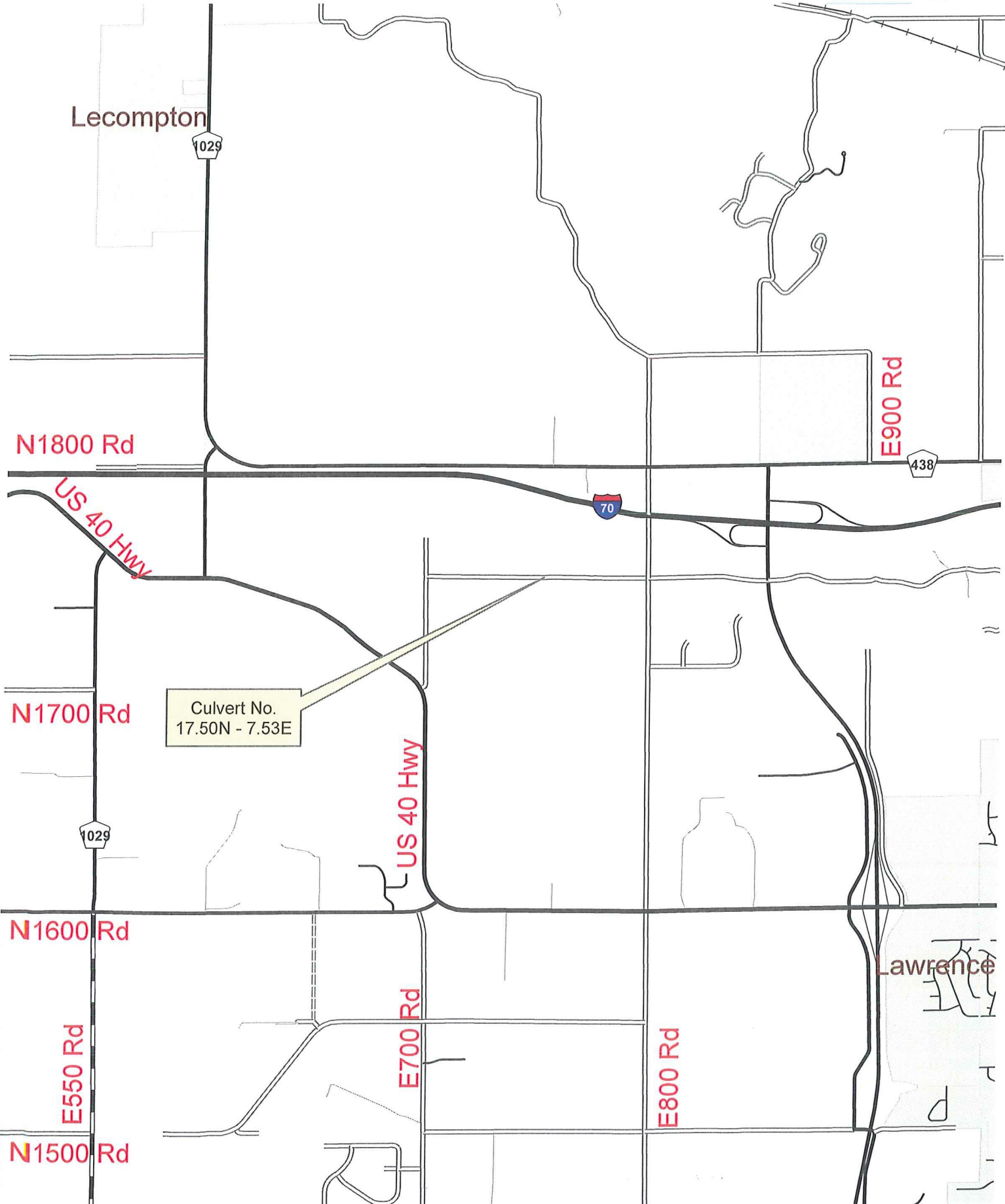
Construction is planned for May 2012 and will be accomplished primarily using county personnel.

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

ACTION REQUIRED: Consent agenda approval of the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure No. 17.50N – 7.53E.

Culvert Project 17.50N - 7.53E

1 inch = 3,000 feet



VICTOR M. SHENOUDA, TRUSTEE

CURTIS W. MORGAN
ERIN L. MORGAN

STEVEN J. BERGER
PAMELA J. BERGER



STA. 37+50, PROP. C/L N 1750 RD. =
STA. 37+50, 5.0' LT./SL.
BEGIN CONSTRUCTION

CURVE DATA
 $\Delta = 3^\circ 51' 10''$
R = 500'
L = 33.62'
P.C. = STA. 38+73.18
P.T. = STA. 39+06.80

CURVE DATA
 $\Delta = 4^\circ 13' 16''$
R = 500'
L = 36.89'
P.C. = STA. 39+31.62
P.T. = STA. 39+68.45

GARY E. PRICE

GARY E. PRICE

GARY E. PRICE
TERRIE L. PRICE

Sta. 10+00 - SL
W/4 Sec. 24-T12-R18
Code H21P
N 251167.623
E 205897.092
Elev 1041.306

Reference ties
Stake with $\frac{1}{2}$ " bar on West side 1.5' below surface.
1. Nail and washer in top hedge corner post 65.5' ESE
2. Nail and washer in top hedge corner post 55.2' SE
3. Mag nail in top of hedge brace post 77.1' SE

Sta. 36+59.67 - SL
Ct corner Sec. 24-T12-R18
Code H23P
N 254219.00
E 2061646.263
Elev 1007.591

Reference ties
 $\frac{3}{4}$ " bar
1. Mag nail in East face of hedge corner post 25.8' N
2. Mag nail in East face of 15' hedge tree SSE
3. Center of West pipe gate post in concrete
4. $\frac{3}{4}$ " pipe 16.4' S

Sta. 63+18 - SL
W/4 Cor. Sec. 19-T12-R19
Code I01P
N 251271.417
E 2064304.514
Elev 1036.969

Reference ties
 $\frac{1}{2}$ " bar 0.3' below grade
1. Mag nail in East face corner post 42.5' NNW
2. Mag nail in South face corner post 34.0' NW
3. Centerline of East-West gravel road 3.0' S
4. Centerline of North-South gravel road 12.0' E

Sta. 36+71.15 - 75.47' LT. PROP. C/L
BM#1
Triple 60d spike in South side of PP
Elevation = 1009.43
N. 251299.69
E. 2061656.16

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project No.: 1750R
Designed By: JAS
Checked By: TJA
Date: 11/2012

1750N 0753E
PROPOSED RW
SHEET 3 OF 8

ROAD AND DRAINAGE IMPROVEMENTS FOR N 1750 RD.

MEMORANDUM

To : Board of County Commissioners

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

Date : March 30, 2012

Re : Receive update on US-40/K-10 Area Transportation Plan

As you are aware, KDOT has been working with Douglas County, the City of Lawrence, and the Lawrence/Douglas County MPO on the development of a transportation plan for the US-40 (6th Street)/K-10 interchange area. The plan's purpose is to "serve as a framework for potential highway enhancements, identification and preservation of right-of-way that may be necessary to accommodate projected enhancements, access management objectives for the highway and for the inter-facing local network, and effective inter-connectivity of the local street/road network with the highway." The study area includes the US-40 corridor from E 800 Road to George Williams Way, a length of 1.5 miles. The width of the corridor is approximately one-half mile either side of the highway's centerline.

KDOT contracted with a consultant team of BG Consultants/Wilbur Smith Associates to perform the study. Jason Hoskinson with BG Consultants will attend the commission meeting and update the BOCC on the study and its findings.

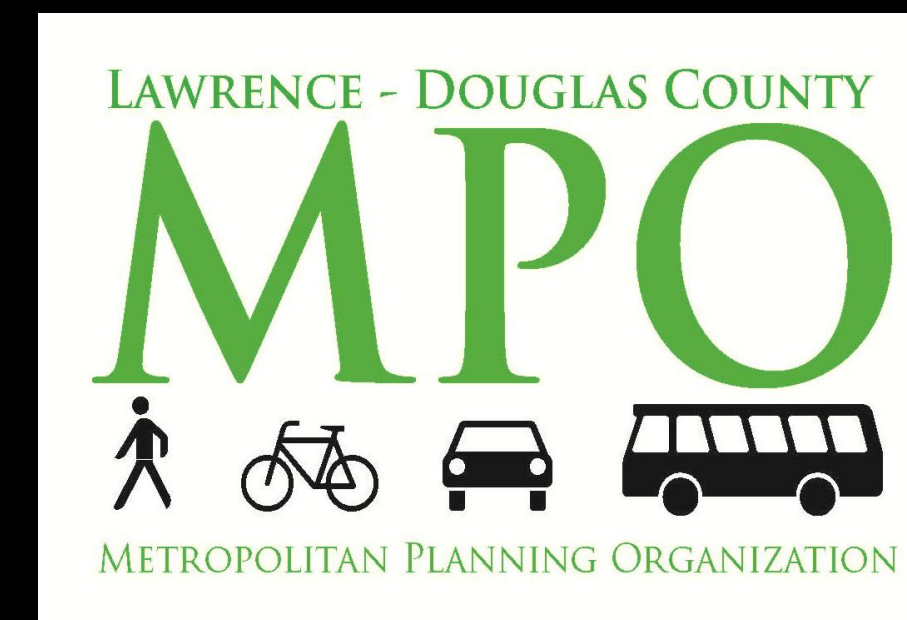
The public has been involved in the development of the study. The consultants have met with property owners, neighborhood associations, area businesses, and developers. There have been two public meetings that were well attended. The consultant updated the Planning Commission on the study on March 26. The city commission will be updated on April 10, and the MPO will be updated on April 19.

Each partner will need to adopt the plan in the near future. KDOT will soon prepare an Implementation Agreement for each partner to approve. By signing the implementation agreement, each partner agrees to consider the plan in their respective decision making processes.

Action Required: Receive an update on the US-40/K-10 Area Transportation Plan.

AREA TRANSPORTATION PLAN

US-40 | West 6th Street and K-10 Interchange



December 2011



Lawrence Before 1940
 Area: 2,610.576 acres (4.08 sq. miles)
 1940 Census Population: 14,390
 Population Density: 3,527 persons/sq. mile



Lawrence Before 1950
 Area: 3,025.398 acres (4.73 sq. miles)
 1950 Census Population: 23,351
 Population Density: 4,937 persons/sq. mile



Lawrence Before 1960
 Area: 5,156.96 acres (8.06 sq. miles)
 1960 Census Population: 32,858
 Population Density: 4,077 persons/sq. mile



Lawrence Before 1970
 Area: 10,837.305 acres (16.93 sq. miles)
 1970 Census Population: 45,698
 Population Density: 2,699 persons/sq. mile



Lawrence Before 1980
 Area: 12,484.872 acres (19.51 sq. miles)
 1980 Census Population: 52,738
 Population Density: 2,703 persons/sq. mile



Lawrence Before 1990
 Area: 14,641.61 acres (22.88 sq. miles)
 1990 Census Population: 65,608
 Population Density: 2,867 persons/sq. mile



Lawrence Before 2000
 Area: 17,932.595 acres (28.02 sq. miles)
 2000 Census Population: 80,098
 Population Density: 2,859 persons/sq. mile



Lawrence Today
 Area: 20,882.98 acres (32.63 sq. miles)
 Planning and Development Services Department
 December 28, 2007

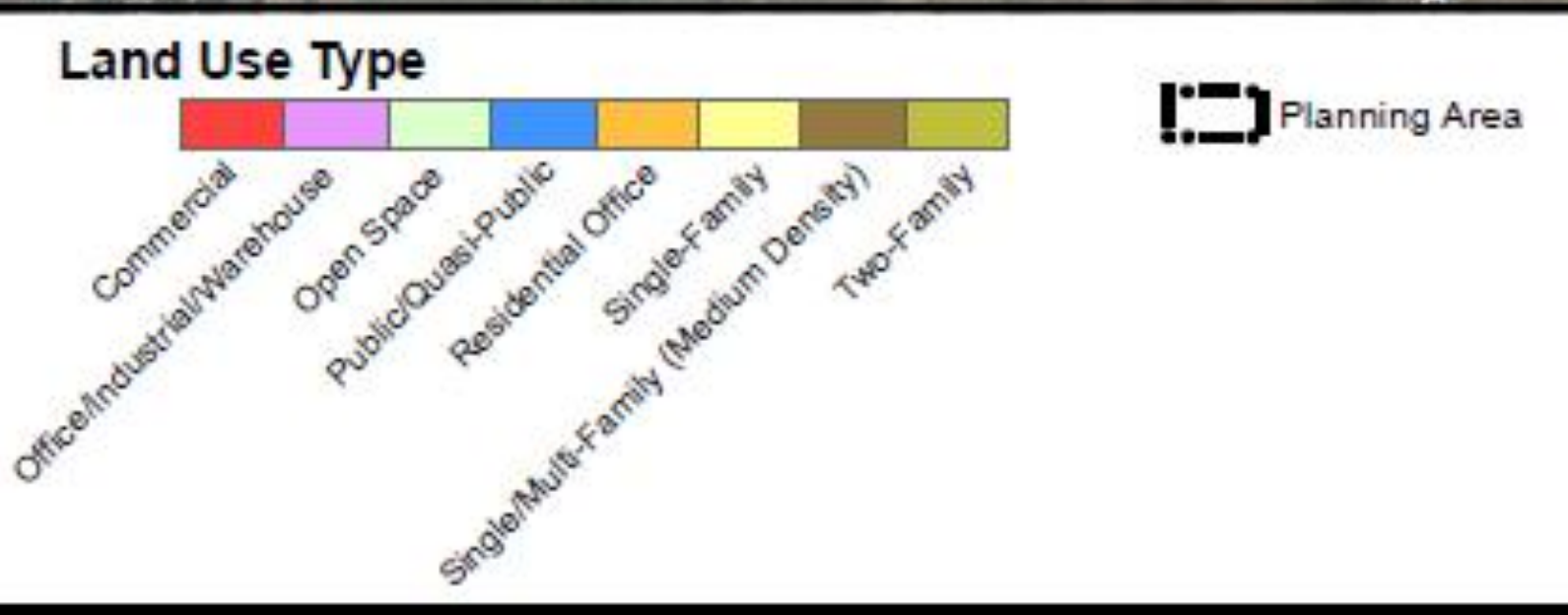
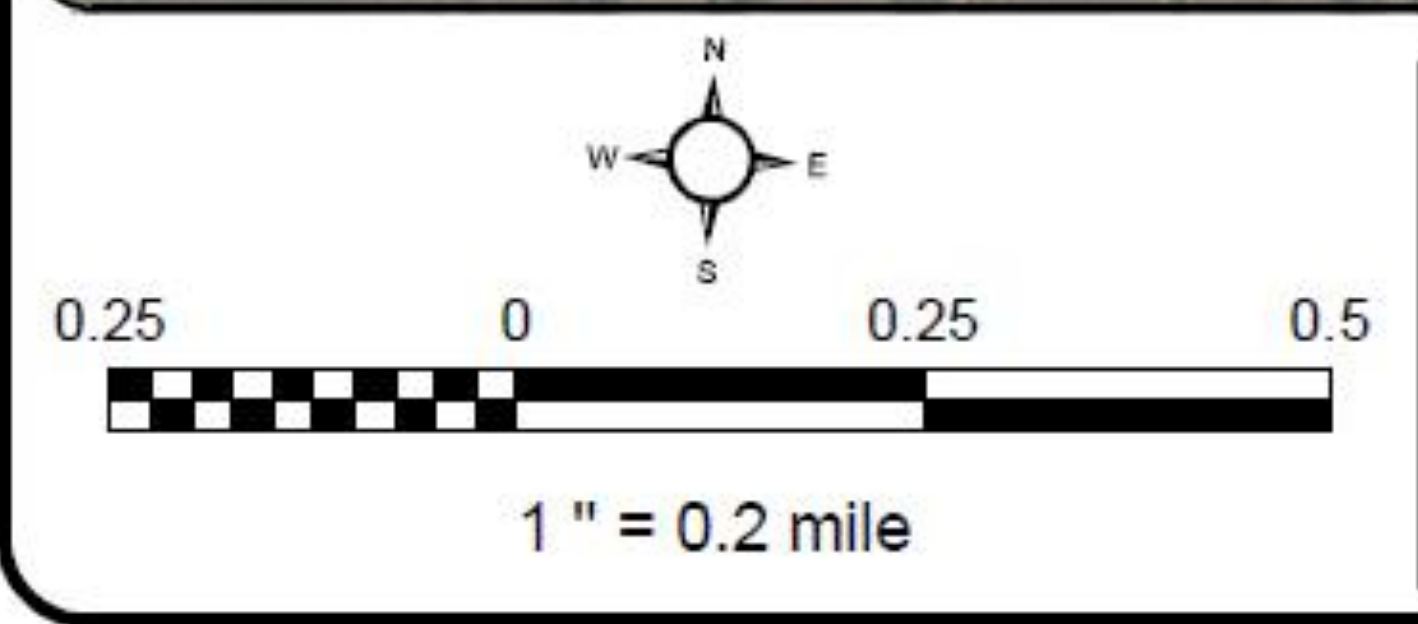
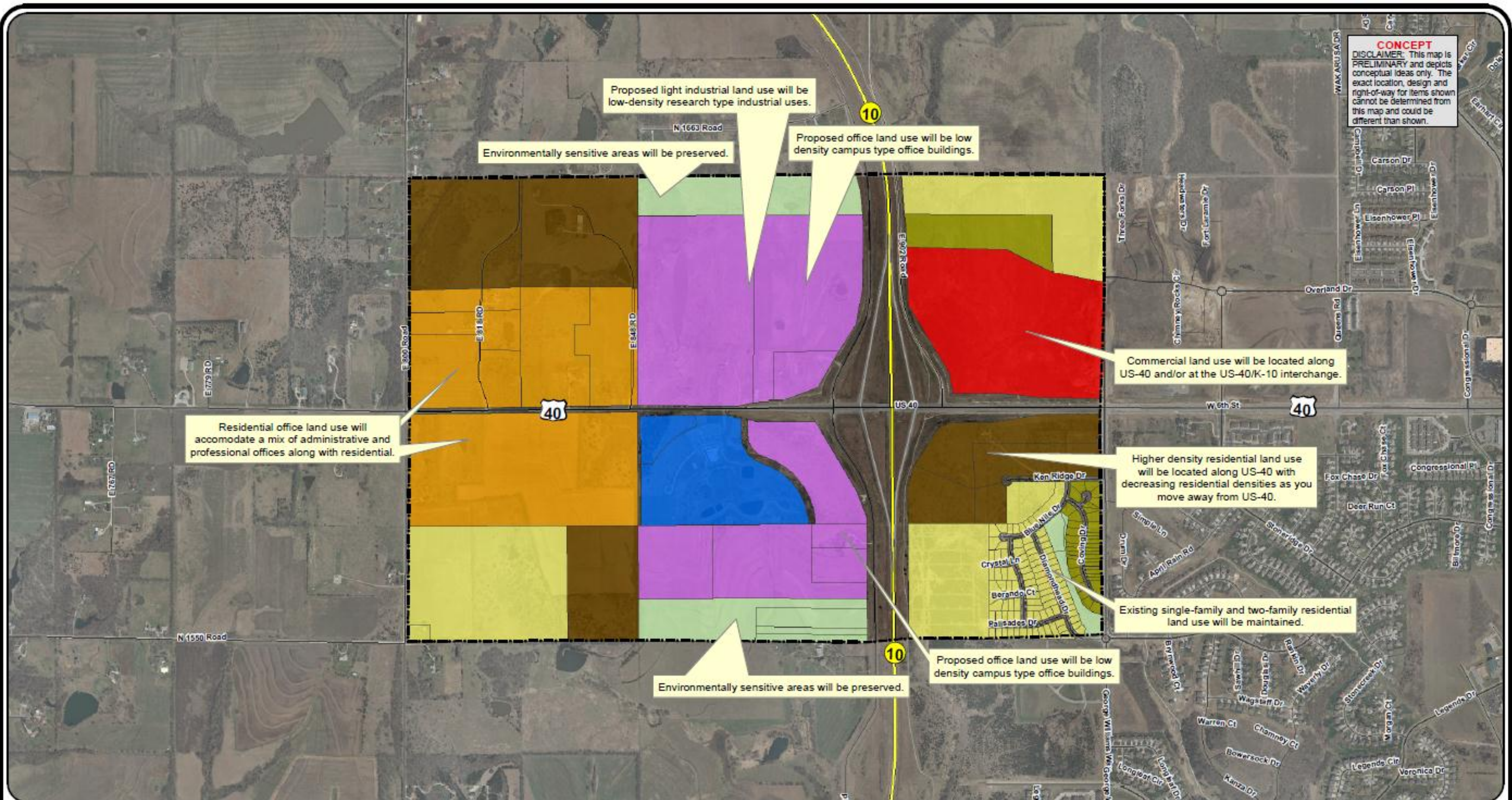


Exhibit 3.2: Anticipated Land Use Scenario

AREA TRANSPORTATION PLAN

US-40/West 6th Street and K-10 Interchange

KDOT Project: 40-23 KA-1869-01
Date Prepared: December 2011

Average Daily Traffic (west of K-10)

2010: 6,200 veh./day

2040: 29,000 veh./day (estimated)

Average Daily Traffic (east of K-10)

2010: 10,650 veh./day

2040: 33,000 veh./day (estimated)

← to Topeka

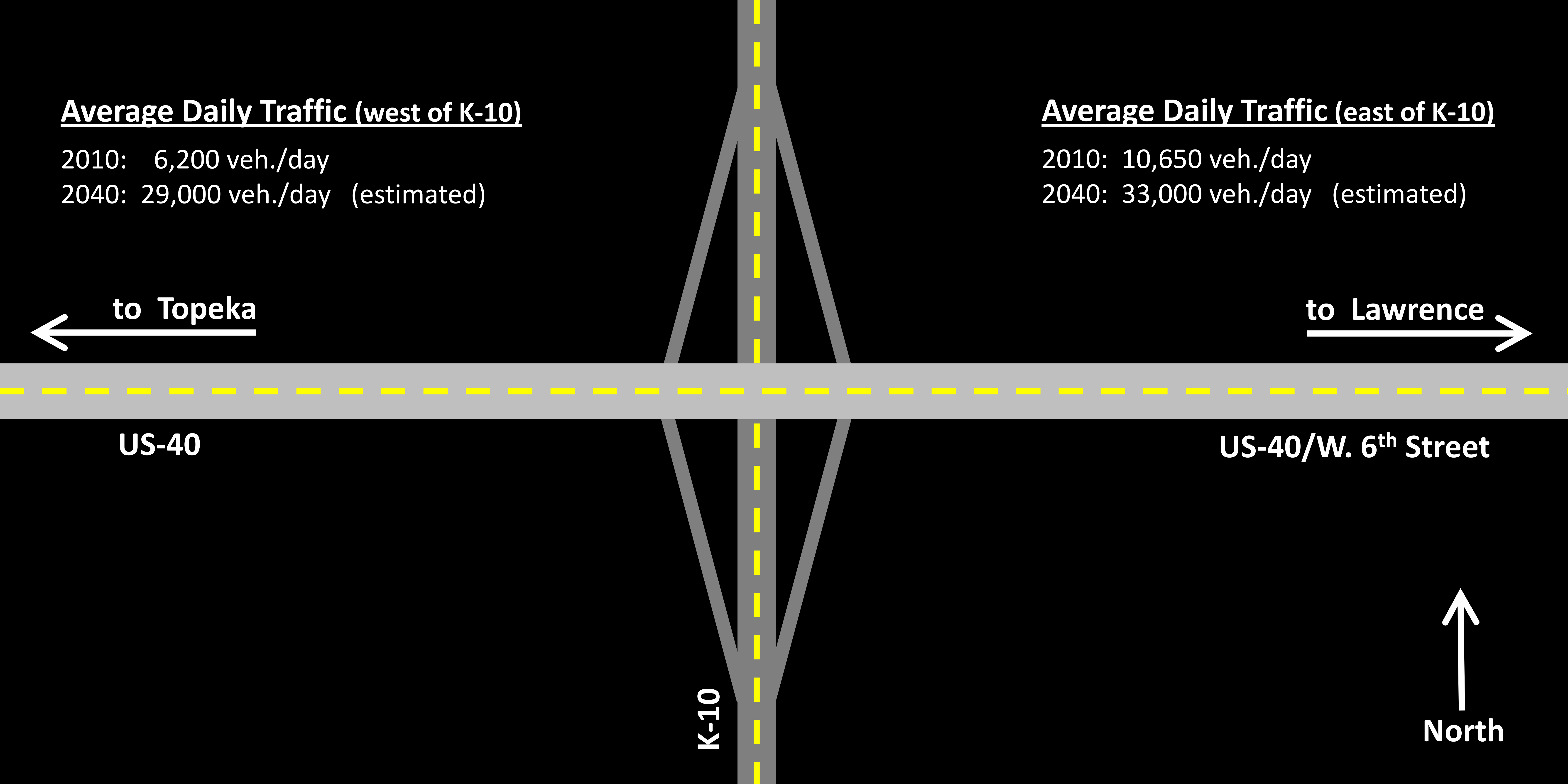
to Lawrence →

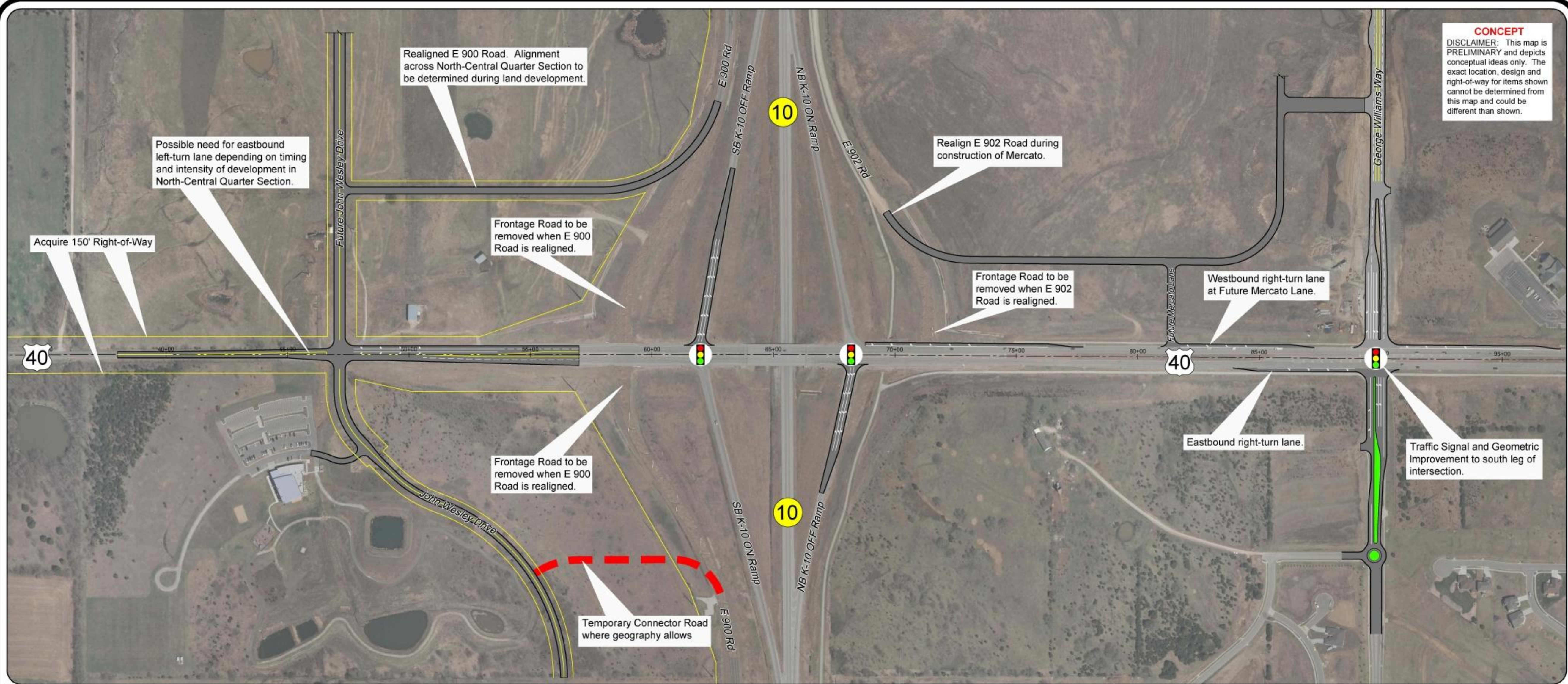
US-40

US-40/W. 6th Street

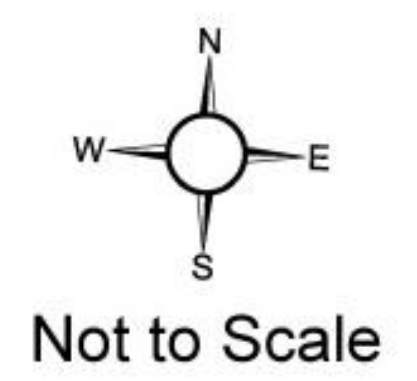
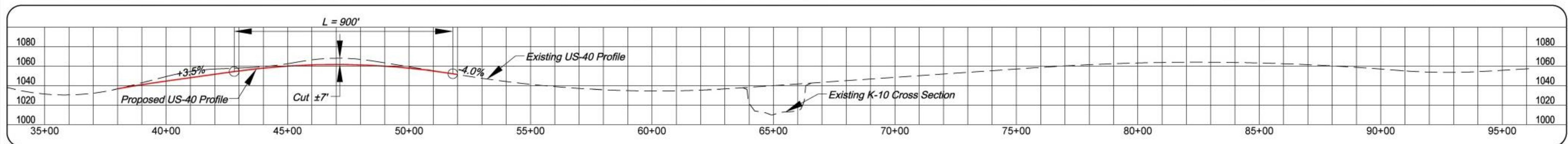
K-10

↑
North





CONCEPT
 DISCLAIMER: This map is PRELIMINARY and depicts conceptual ideas only. The exact location, design and right-of-way for items shown cannot be determined from this map and could be different than shown.



- Future Right-of-Way west of K-10 (approx.)
- Future US-40 Profile
- Traffic Signal Controlled Intersection

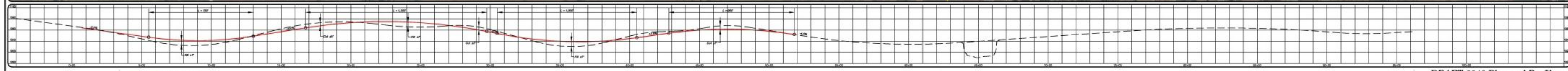
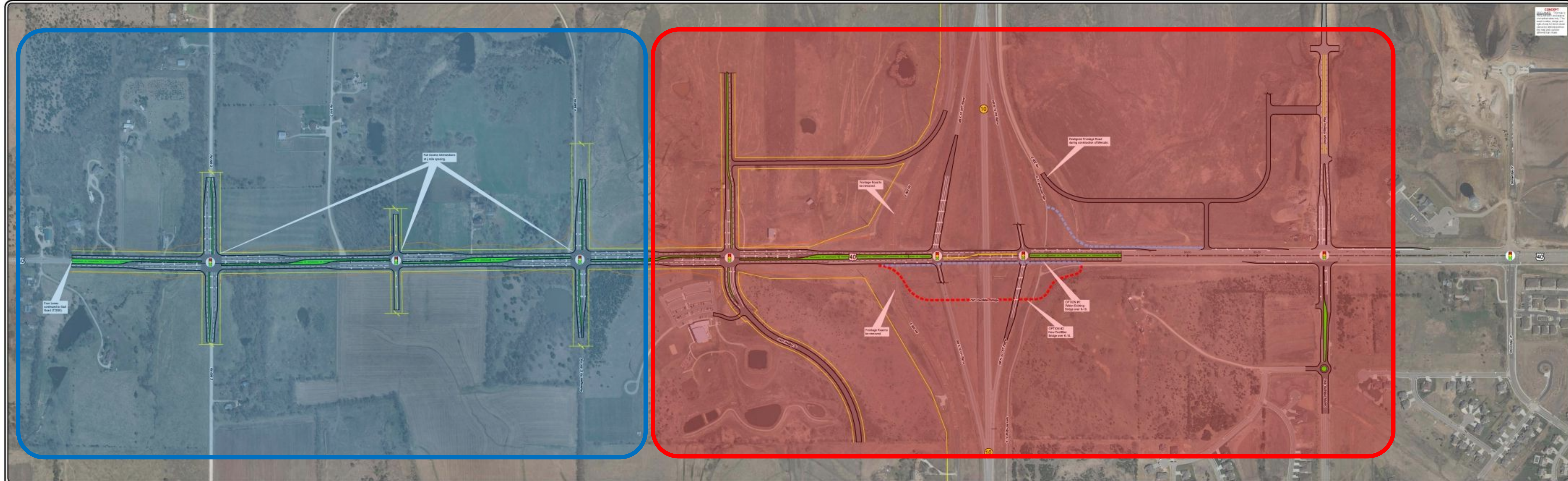
Exhibit 6.1: Short Term Needs

AREA TRANSPORTATION PLAN

US-40/West 6th Street and K-10 Interchange



KDOT Project: 40-23 KA-1869-01
 Date Prepared: December 2011



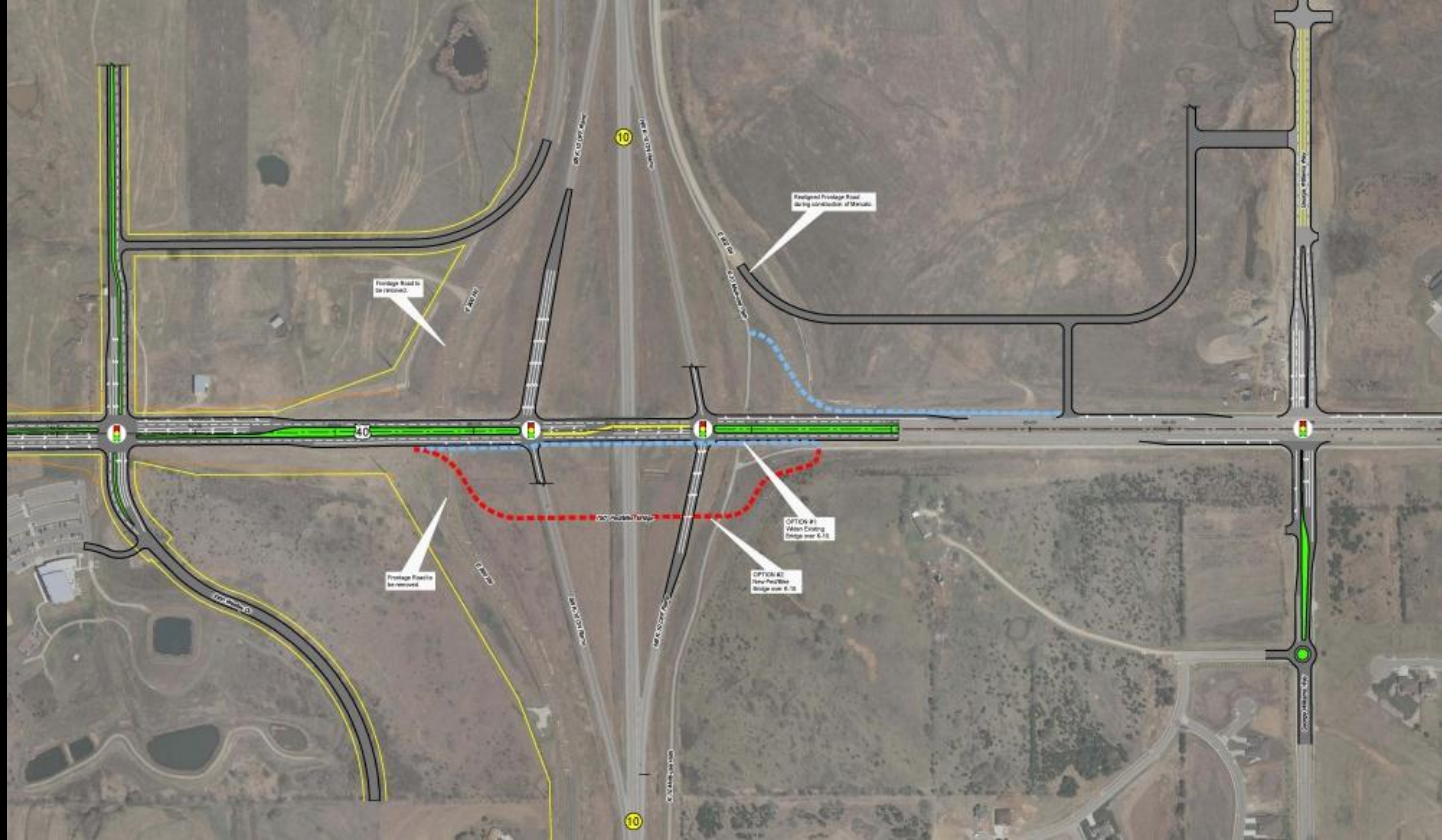
NOT TO SCALE

- █ Future Right of Way west of I-10 (approx.)
- █ Approximate Construction Limits for US-40
- █ Future US-40 Profile
- Traffic Signal Control Intersection

DRAFT 2040 Plan and Profile
AREA TRANSPORTATION PLAN

US-40/West 91st Street and I-10 Interchange

City of Lawrence | | | | KDOT Project 40-23 KA-100-01 | Date Prepared: December 2011



Frontage Road to be removed

Realigned Frontage Road, being construction of Mariado

Frontage Road to be removed

OPTION #1: Maintain Existing Bridge over R-15

OPTION #2: New Ped/Bike Bridge over R-15

10

40

10

C. St. Mary's Ave

C. St. Mary's Blvd

C. St. Mary's Way

C. St. Mary's Way

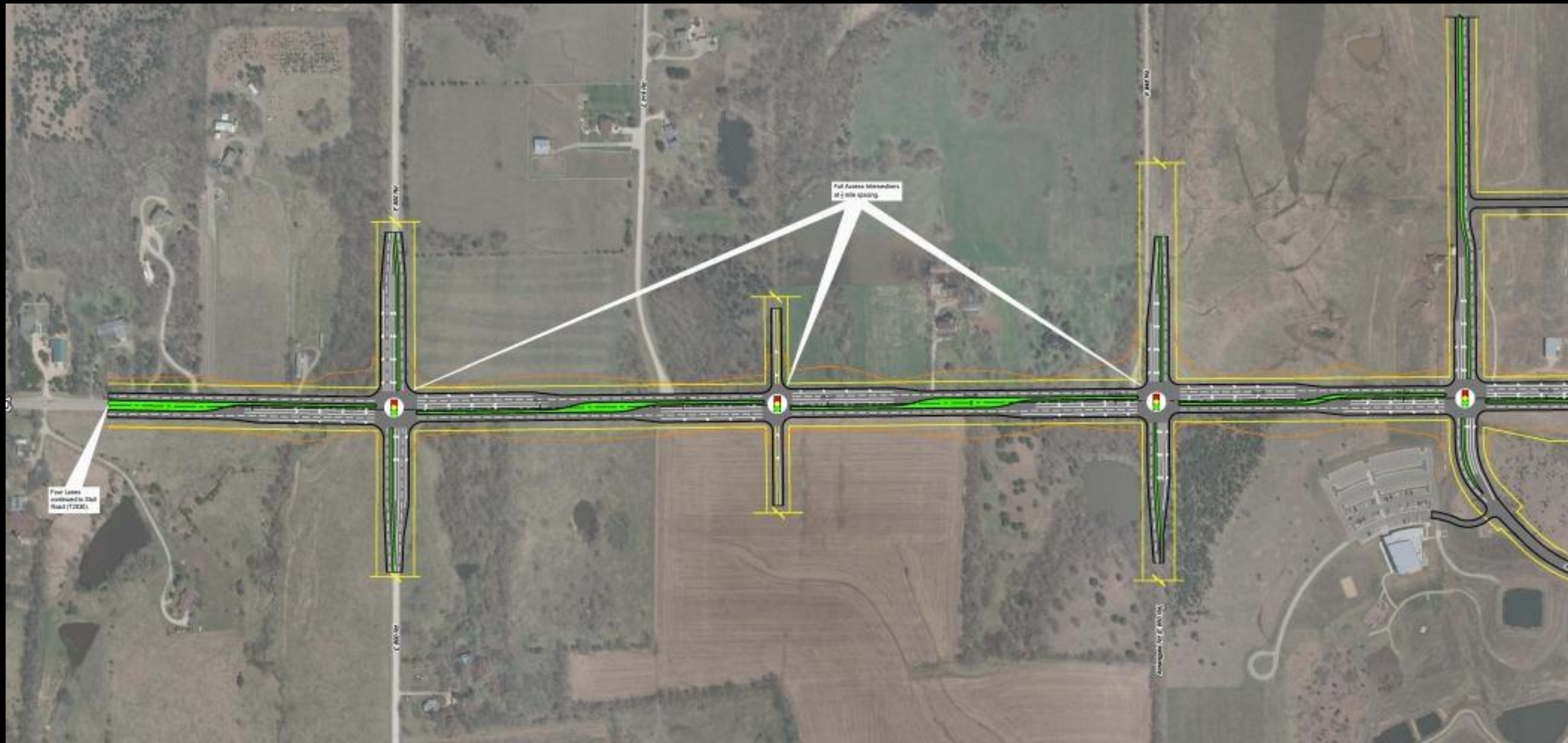
C. St. Mary's Blvd

C. St. Mary's Ave

C. St. Mary's Way

C. St. Mary's Ave

C. St. Mary's Ave



Four Lanes continued to State Road 172300

Full Access Interchanges at 1/2 mile spacing

E 1807th

E 1714th

E 1627th

E 1600th

State Road 172300

MEMORANDUM

To : Board of County Commissioners

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

Date : March 30, 2012

Re : Consider awarding construction contract for Project No. 2010-20
Route 1055 (6th St) reconstruction from US-56 to Route 12 in Baldwin City

Bids were opened Friday afternoon, March 30 for the referenced project. At the time of this writing, all bid line item amounts and total bid amounts have not been checked for errors. Assuming no math errors in the bids, the bids are as follows:

| Bidder | Total Base Bid Sections 1 & 2 | Bid Alternate Section 1 | Bid Alternate Section 2 | Total |
|--------------|----------------------------------|----------------------------|----------------------------|----------------|
| RD Johnson | \$2,461,425.69 | \$82,062.50 | \$7,511.80 | \$2,550,999.99 |
| King's Const | \$2,499,156.40 | \$104,306.00 | \$9,100.00 | \$2,612,562.40 |
| Hamm | \$2,614,846.07 | \$90,174.70 | \$8,125.15 | \$2,713,145.92 |
| Killough | \$2,724,457.27 | \$77,251.78 | \$7,466.84 | \$2,809,175.89 |
| Engrs Est | \$3,376,259.50 | \$117,815.00 | \$9,780.00 | \$3,503,854.50 |

The apparent low bidder is RD Johnson. Section 2 referenced above is the US-56/Route 1055 intersection. Construction costs for this section will be reimbursed 100% by KDOT. Section 1 is the rest of the project, for which Douglas County and Baldwin City are sharing all costs (except sidewalks) 50/50. Baldwin City is responsible for all sidewalk costs. Please note bid alternates are for constructing a 10'-wide multi-use path in lieu of a 5'-wide sidewalk on the east side of the road. The bid alternate cost for Section 1 will be the responsibility of Baldwin City.

A completed bid tab will be emailed to commissioners prior to the April 4 meeting.

Action Required: Consider awarding a construction contract to the low responsible bidder for Project No. 2010-20, Route 1055 (6th Street) reconstruction from US-56 highway to Route 12 in Baldwin City.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2010-20/KDOT PROJ. NO. 56-23 KA-2341-015/BID #12-F-0002
DESCRIPTION: ST. & STORM SEWER IMPROV. RTE. 1055. BAKER ST. TO RTE. 12
BID TABULATION (PART 2)
30-Mar-12

Section 1 - Sta. 13+28.5 to Sta. 68+00.0 (Non Participating)

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | | | | | | |
|--------|---|-------|-----------------|--------------|--------------|-----------|----------|-----------|----------|-----------|----------|
| | | | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
| 1 | Mobilization | 1 | L.S. | \$113,500.00 | \$113,500.00 | | | | | | |
| 2 | Contractor Construction Staking | 1 | L.S. | \$16,100.00 | \$16,100.00 | | | | | | |
| 3 | Removal of Existing Structures | 1 | L.S. | \$73,830.00 | \$73,830.00 | | | | | | |
| 4 | Granular Backfill (Wingwalls)(Set Price) | 1 | C.Y. | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| 5 | Concrete for Seal Course (Set Price) | 1 | C.Y. | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 | \$175.00 |
| 6 | Foundation Stabilization | 75 | C.Y. | \$40.00 | \$3,000.00 | | | | | | |
| 7 | Clearing & Grubbing | 1 | L.S. | \$61,260.00 | \$61,260.00 | | | | | | |
| 8 | Unclassified Excavation | 12545 | C.Y. | \$6.03 | \$75,646.35 | | | | | | |
| 9 | Pavement Removal | 16157 | S.Y. | \$2.16 | \$34,899.12 | | | | | | |
| 10 | Topsoil | 2146 | C.Y. | \$19.24 | \$41,289.04 | | | | | | |
| 11 | Compaction of Earthwork (Type AA, MR-0-5) | 1092 | C.Y. | \$7.31 | \$7,982.52 | | | | | | |
| 12 | Compaction of Earthwork (Type A, MR-0-5) | 8767 | C.Y. | \$3.26 | \$28,580.42 | | | | | | |
| 13 | Manipulation for Treated Subgrade (Fly Ash) | 2506 | S.Y. | \$2.25 | \$5,638.50 | | | | | | |
| 14 | Fly Ash | 93 | Tons | \$50.00 | \$4,650.00 | | | | | | |
| 15 | Water (Treated Subgrade)(Set Price) | 1 | Mgal. | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| 16 | Sidewalk Ramp | 175 | S.Y. | \$124.00 | \$21,700.00 | | | | | | |
| 17 | 4" Sidewalk Construction | 3858 | S.Y. | \$22.10 | \$85,261.80 | | | | | | |
| 18 | Fence (Wood)(Removal and Resetting) | 497 | L.F. | \$10.00 | \$4,970.00 | | | | | | |
| 19 | Fence (Barbed Wire)(Removal and Resetting) | 156 | L.F. | \$5.00 | \$780.00 | | | | | | |
| 20 | Monument Box | 2 | Ea. | \$700.00 | \$1,400.00 | | | | | | |
| 21 | Yard Drain Pipe (PVC Schedule 40 Pipe) | 100 | L.F. | \$20.00 | \$2,000.00 | | | | | | |
| 22 | Storm Sewer (8")(PVC) | 49 | L.F. | \$30.00 | \$1,470.00 | | | | | | |
| 23 | Storm Sewer (12")(HDPE) | 14 | L.F. | \$30.00 | \$420.00 | | | | | | |
| 24 | Storm Sewer (12")(RCP) | 84 | L.F. | \$38.00 | \$3,192.00 | | | | | | |
| 25 | Storm Sewer (15")(RCP) | 388 | L.F. | \$50.00 | \$19,400.00 | | | | | | |
| 26 | Storm Sewer (24")(RCP) | 88 | L.F. | \$75.00 | \$6,600.00 | | | | | | |
| 27 | Storm Sewer (30")(RCP) | 174 | L.F. | \$80.00 | \$13,920.00 | | | | | | |
| 28 | Storm Sewer (36")(RCP) | 300 | L.F. | \$95.00 | \$28,500.00 | | | | | | |
| 29 | Storm Sewer (42")(RCP) | 217 | L.F. | \$115.00 | \$24,955.00 | | | | | | |
| 30 | Storm Sewer (48")(RCP) | 187 | L.F. | \$120.00 | \$22,440.00 | | | | | | |
| 31 | Storm Sewer (53"X34")(RCPHE) | 43 | L.F. | \$150.00 | \$6,450.00 | | | | | | |
| 32 | Storm Sewer (15")(CMP) | 36 | L.F. | \$40.00 | \$1,440.00 | | | | | | |
| 33 | Storm Sewer (18")(CMP) | 790 | L.F. | \$55.00 | \$43,450.00 | | | | | | |
| 34 | Storm Sewer (24")(CMP) | 1001 | L.F. | \$70.00 | \$70,070.00 | | | | | | |

| | | | | KILLOUGH | | | | | | | |
|--------|--|-------|-----------------|------------|--------------|-----------|----------|-----------|----------|-----------|----------|
| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
| 35 | Storm Sewer (30")(CMP) | 281 | L.F. | \$80.00 | \$22,480.00 | | | | | | |
| 36 | Storm Sewer (48")(CMP) | 279 | L.F. | \$95.00 | \$26,505.00 | | | | | | |
| 37 | Storm Sewer (54")(CMP) | 1444 | L.F. | \$100.00 | \$144,400.00 | | | | | | |
| 38 | Reinforced Concrete Box (8'x5')(Precast) | 110 | L.F. | \$515.92 | \$56,751.20 | | | | | | |
| 39 | Reinforced Concrete Box (7'x3')(Precast) | 112 | L.F. | \$413.38 | \$46,298.56 | | | | | | |
| 40 | End Section (15")(CMP) | 2 | Ea. | \$200.00 | \$400.00 | | | | | | |
| 41 | End Section (24")(CMP) | 2 | Ea. | \$600.00 | \$1,200.00 | | | | | | |
| 42 | End Section (48")(CMP) | 1 | Ea. | \$1,100.00 | \$1,100.00 | | | | | | |
| 43 | End Section (48")(RCP) | 1 | Ea. | \$1,500.00 | \$1,500.00 | | | | | | |
| 44 | Inlet (Type II-P Area) | 1 | Ea. | \$3,530.00 | \$3,530.00 | | | | | | |
| 45 | Inlet Manhole-Special (4'X4') | 2 | Ea. | \$3,335.00 | \$6,670.00 | | | | | | |
| 46 | Inlet (Curb)(Setback)(6'X4') | 26 | Ea. | \$3,475.00 | \$90,350.00 | | | | | | |
| 47 | Inlet (Curb)(Setback)(6'X5') | 1 | Ea. | \$3,810.00 | \$3,810.00 | | | | | | |
| 48 | Inlet (Curb)(Setback)(6'X6') | 15 | Ea. | \$3,995.00 | \$59,925.00 | | | | | | |
| 49 | Rip-Rap (Facing)(24") | 27 | S.Y. | \$50.00 | \$1,350.00 | | | | | | |
| 50 | Rip-Rap (Light 18")(24") | 50 | S.Y. | \$50.00 | \$2,500.00 | | | | | | |
| 51 | Mailbox Installation (Set Price) | 2 | Ea. | \$140.00 | \$280.00 | \$140.00 | \$280.00 | \$140.00 | \$280.00 | \$140.00 | \$280.00 |
| 52 | Retaining Wall (MBW) | 48 | S.F. | \$35.00 | \$1,680.00 | | | | | | |
| 53 | Retaining Wall (Concrete) | 25 | S.F. | \$55.00 | \$1,375.00 | | | | | | |
| 54 | Temporary Seeding, Fertilizing, & Mulching | 1 | L.S. | \$3,960.00 | \$3,960.00 | | | | | | |
| 55 | Temporary Inlet Sediment Barrier | 3 | Ea. | \$150.00 | \$450.00 | | | | | | |
| 56 | Curb Inlet Protection | 336 | L.F. | \$5.00 | \$1,680.00 | | | | | | |
| 57 | Temporary Slope Barrier | 3091 | L.F. | \$5.00 | \$15,455.00 | | | | | | |
| 58 | Temporary Ditch Check | 180 | L.F. | \$5.00 | \$900.00 | | | | | | |
| 59 | Temporary Ditch Check (Rock)(Set Price) | 1 | C.Y. | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| 60 | Sediment Removal (Set Price) | 1 | C.Y. | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| 61 | Erosion Control (Class 2, Type F) | 348 | S.Y. | \$5.00 | \$1,740.00 | | | | | | |
| 62 | Concrete Pavement (6" Uniform)(AE) | 184 | S.Y. | \$45.50 | \$8,372.00 | | | | | | |
| 63 | Concrete Pavement (8" Uniform)(AE) | 1882 | S.Y. | \$50.30 | \$94,664.60 | | | | | | |
| 64 | Curb & Gutter Combined (AE) | 8420 | L.F. | \$10.50 | \$88,410.00 | | | | | | |
| 65 | HMA – Commercial Grade (Class A)(Base) | 10287 | Tons | \$53.74 | \$552,823.38 | | | | | | |
| 66 | HMA – Commercial Grade (Class A) (Surface) | 2477 | Tons | \$61.41 | \$152,112.57 | | | | | | |
| 67 | Aggregate Base (AB-3)(6") | 27147 | S.Y. | \$5.50 | \$149,308.50 | | | | | | |
| 68 | Surfacing Material (AB-3) | 334 | S.Y. | \$4.52 | \$1,509.68 | | | | | | |
| 69 | Temporary Surfacing Material (Aggregate) | 2000 | C.Y. | \$9.00 | \$18,000.00 | | | | | | |
| 70 | Sign (Remove and Reset) | 1 | L.S. | \$5,200.00 | \$5,200.00 | | | | | | |
| 71 | Pedestrian Beacon & Sign (Remove & Reset) | 2 | Ea. | \$1,500.00 | \$3,000.00 | | | | | | |
| 72 | Sign (Flat Sheet)(High Performance) | 96 | S.F. | \$17.50 | \$1,680.00 | | | | | | |

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
|--------|---|-------|-----------------|------------|-------------|-----------|---------|-----------|---------|-----------|---------|
| | | | | UNIT COST | AMOUNT | | | | | | |
| 73 | Sign Post (4"X6" Wood)(Flat Sheet) | 10 | L.F. | \$15.00 | \$150.00 | | | | | | |
| 74 | Sign Post (2 Lb/Ft "U" Steel) | 60 | L.F. | \$4.25 | \$255.00 | | | | | | |
| 75 | Sign Post (3 Lb/Ft "U" Steel) | 14 | L.F. | \$4.25 | \$59.50 | | | | | | |
| 76 | Sign Post (1-3/4" Perforated Square Steel Tube) | 385 | L.F. | \$4.25 | \$1,636.25 | | | | | | |
| 77 | Sign Post Footing (2" Perforated Sq Steel Tube) | 34 | Ea. | \$30.00 | \$1,020.00 | | | | | | |
| 78 | Sign Post Square Coupler (2-1/4") | 34 | Ea. | \$15.00 | \$510.00 | | | | | | |
| 79 | Pavement Marking (Multi-Component) (Yellow)(4") | 13515 | L.F. | \$1.25 | \$16,893.75 | | | | | | |
| 80 | Pavement Marking (Multi-Component) (White)(6") | 1050 | L.F. | \$2.20 | \$2,310.00 | | | | | | |
| 81 | Pvmnt Marking (Multi-Comp.) (Yellow)(12") | 82 | L.F. | \$4.40 | \$360.80 | | | | | | |
| 82 | Pvmnt Marking (Int.Grade) (White)(24") | 168 | L.F. | \$8.00 | \$1,344.00 | | | | | | |
| 83 | Pvmnt Marking Symbol (Int.Grade)(White)(Left Arrow) | 32 | Ea. | \$125.00 | \$4,000.00 | | | | | | |
| 84 | Pvmnt Marking Symbol (Int.Grade) (White)(Rt Arrow) | 6 | Ea. | \$125.00 | \$750.00 | | | | | | |
| 85 | Permanent Seeding, Fertilizing, & Mulching | 1 | L.S. | \$6,600.00 | \$6,600.00 | | | | | | |
| 86 | Work Zone Sign (Special)(0 to 16.25 Sq Ft) | 9 | Ea. | \$115.00 | \$1,035.00 | | | | | | |
| 87 | Work Zone Signs (0 to 9.25 Sq. Ft) | 11344 | Ea. Day | \$0.03 | \$340.32 | | | | | | |
| 88 | Work Zone Signs (9.26 to 16.25 Sq. Ft) | 2970 | Ea. Day | \$1.00 | \$2,970.00 | | | | | | |
| 89 | Work Zone Barricades (Type III - 4' to 12') | 5040 | Ea. Day | \$1.00 | \$5,040.00 | | | | | | |
| 90 | Channelizer (Portable) | 2340 | Ea. Day | \$0.05 | \$117.00 | | | | | | |
| 91 | Work Zone Warning Light (Type "A" Low Intensity) | 2520 | Ea. Day | \$0.05 | \$126.00 | | | | | | |
| 92 | Pavement Marking(Temp)4"Solid(Type II Tape) | 50 | Stal. | \$30.00 | \$1,500.00 | | | | | | |
| 93 | Pvmnt Marking (Temp) 4" Broken (8.2')(Type II Tape) | 46 | Stal. | \$30.00 | \$1,380.00 | | | | | | |
| 94 | Flagger (Set Price) | 1 | Hr. | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| 95 | Traffic Control (Initial Setup) | 1 | L.S. | \$6,000.00 | \$6,000.00 | | | | | | |

TOTAL SECTION 1

\$2,450,982.86

Section 2 - Sta. 6+59.94 to Sta. 13+28.5 (Participating)

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
|--------|---------------------------------|------|-----------------|------------|------------|-----------|--------|-----------|--------|-----------|--------|
| | | | | UNIT COST | AMOUNT | | | | | | |
| 96 | Mobilization | 1 | L.S. | \$5,000.00 | \$5,000.00 | | | | | | |
| 97 | Contractor Construction Staking | 1 | L.S. | \$2,400.00 | \$2,400.00 | | | | | | |
| 98 | Removal of Existing Structures | 1 | L.S. | \$8,020.00 | \$8,020.00 | | | | | | |
| 99 | Clearing & Grubbing | 1 | L.S. | \$6,300.00 | \$6,300.00 | | | | | | |
| 100 | Unclassified Excavation | 824 | C.Y. | \$6.03 | \$4,968.72 | | | | | | |
| 101 | Pavement Removal | 1331 | S.Y. | \$2.16 | \$2,874.96 | | | | | | |
| 102 | Milling (2") | 1572 | S.Y. | \$2.00 | \$3,144.00 | | | | | | |
| 103 | Topsoil | 81 | C.Y. | \$18.33 | \$1,484.73 | | | | | | |

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
|--------|---|------|-----------------|-------------|-------------|-----------|----------|-----------|----------|-----------|----------|
| | | | | UNIT COST | AMOUNT | | | | | | |
| 104 | Compaction of Earthwork (Type AA, MR-0-5) | 3 | C.Y. | \$7.31 | \$21.93 | | | | | | |
| 105 | Compaction of Earthwork (Type A, MR-0-5) | 79 | C.Y. | \$3.26 | \$257.54 | | | | | | |
| 106 | Sidewalk Ramp | 111 | S.Y. | \$124.00 | \$13,764.00 | | | | | | |
| 107 | 4" Sidewalk Construction | 237 | S.Y. | \$22.10 | \$5,237.70 | | | | | | |
| 108 | Storm Sewer (15")(RCP) | 85 | L.F. | \$75.00 | \$6,375.00 | | | | | | |
| 109 | Storm Sewer (24")(RCP) | 61 | L.F. | \$95.00 | \$5,795.00 | | | | | | |
| 110 | Storm Sewer (30")(RCP) | 101 | L.F. | \$80.00 | \$8,080.00 | | | | | | |
| 111 | Manhole (Type 1)(5') | 1 | Ea. | \$3,000.00 | \$3,000.00 | | | | | | |
| 112 | Inlet (Type10) | 1 | Ea. | \$3,295.00 | \$3,295.00 | | | | | | |
| 113 | Inlet (Curb)(Setback)(6'X4') | 3 | Ea. | \$3,475.00 | \$10,425.00 | | | | | | |
| 114 | Mailbox Installation (Set Price) | 3 | Ea. | \$140.00 | \$420.00 | \$140.00 | \$420.00 | \$140.00 | \$420.00 | \$140.00 | \$420.00 |
| 115 | Temporary Seeding, Fertilizing, & Mulching | 1 | L.S. | \$540.00 | \$540.00 | | | | | | |
| 116 | Curb Inlet Protection | 30 | Ea. | \$5.00 | \$150.00 | | | | | | |
| 117 | Temporary Slope Barrier | 53 | L.F. | \$5.00 | \$265.00 | | | | | | |
| 118 | Sediment Removal (Set Price) | 1 | C.Y. | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| 119 | Concrete Pavement (8" Uniform)(AE) | 455 | S.Y. | \$50.30 | \$22,886.50 | | | | | | |
| 120 | Curb & Gutter Combined (AE) | 944 | L.F. | \$10.50 | \$9,912.00 | | | | | | |
| 121 | Integral Curb | 67 | L.F. | \$7.00 | \$469.00 | | | | | | |
| 122 | HMA – Commercial Grade (Class A)(Base) | 609 | Tons | \$53.74 | \$32,727.66 | | | | | | |
| 123 | HMA – Commercial Grade (Class A) (Surface) | 311 | Tons | \$61.41 | \$19,098.51 | | | | | | |
| 124 | Aggregate Base (AB-3)(6") | 1519 | S.Y. | \$5.50 | \$8,354.50 | | | | | | |
| 125 | Tworks Sign Assembly | 2 | Ea. | \$750.00 | \$1,500.00 | | | | | | |
| 126 | Sign (Remove and Reset) | 1 | L.S. | \$1,400.00 | \$1,400.00 | | | | | | |
| 127 | Sign (Flat Sheet)(High Performance) | 9 | S.F. | \$17.50 | \$157.50 | | | | | | |
| 128 | Sign Post (1 3/4" Perforated Square Steel Tube) | 34 | L.F. | \$4.25 | \$144.50 | | | | | | |
| 129 | Sign Post Footing (2" Perforated Square Steel) | 7 | Ea. | \$30.00 | \$210.00 | | | | | | |
| 130 | Sign Post Square Coupler (2-1/4") | 7 | Ea. | \$15.00 | \$105.00 | | | | | | |
| 131 | Pavement Marking (Multi-Component) (Yellow)(4") | 1220 | L.F. | \$1.25 | \$1,525.00 | | | | | | |
| 132 | Pavement Marking (Multi-Component) (White)(6") | 320 | L.F. | \$2.20 | \$704.00 | | | | | | |
| 133 | Pavement Marking (Intersection Grade) (White)(24") | 402 | L.F. | \$8.00 | \$3,216.00 | | | | | | |
| 134 | Pavement Marking Sym (Intersection Grade) (White)(Left Arrow) | 2 | Ea. | \$125.00 | \$250.00 | | | | | | |
| 135 | Pavement Marking Sym (Intersection Grade) | 2 | Ea. | \$125.00 | \$250.00 | | | | | | |
| 136 | Permanent Seed, Fertilizer, & Mulch | 1 | L.S. | \$900.00 | \$900.00 | | | | | | |
| 137 | Traffic Signal System | 1 | L.S. | \$65,900.00 | \$65,900.00 | | | | | | |
| 138 | Work Zone Signs (0 to 9.25 Sq. Ft) | 6842 | Ea.Day | \$0.03 | \$205.26 | | | | | | |
| 139 | Work Zone Signs (9.26 to 16.25 Sq. Ft) | 1262 | Ea.Day | \$1.00 | \$1,262.00 | | | | | | |
| 140 | Work Zone Barricades (Type III – 4' to 12') | 2896 | Ea.Day | \$1.00 | \$2,896.00 | | | | | | |
| 141 | Channelizer (Portable) | 5408 | Ea.Day | \$0.05 | \$270.40 | | | | | | |
| 142 | Work Zone Warning Light (Type "A" Low Intensity) | 2340 | Ea.Day | \$0.05 | \$117.00 | | | | | | |
| 143 | Portable Changeable Message Sign | 10 | Ea.Day | \$50.00 | \$500.00 | | | | | | |

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | | | | | | |
|--------------------------------------|---|------|-----------------|------------|----------------|-----------|---------|-----------|---------|-----------|---------|
| | | | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
| 144 | Pavement Marking (Temp) 4" Solid (Type I Tape) | 4 | Sta. Line | \$80.00 | \$320.00 | | | | | | |
| 145 | Pavement Marking (Temp) 4" Solid (Type II Tape) | 7 | Sta. Line | \$30.00 | \$210.00 | | | | | | |
| 146 | Pvmnt Marking (Temp) 4" Broken (8.2')(Type II Tape) | 3 | Sta. Line | \$30.00 | \$90.00 | | | | | | |
| 147 | Flagger (Set Price) | 1 | Hr. | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| 148 | Traffic Control (Initial Setup) | 1 | L.S. | \$6,000.00 | \$6,000.00 | | | | | | |
| TOTAL SECTION 2 | | | | | \$273,474.41 | | | | | | |
| GRAND TOTAL SECTION 1 & 2 | | | | | \$2,724,457.27 | | | | | | |

10' MULTI-USE TRAIL (EAST SIDE) BID ALTERNATE

Section 1 - Sta. 13+28.50 to Sta. 68+00 (Non-Participating)

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | | | | | | |
|--|---|-------|-----------------|-----------|--------------|-----------|--------|-----------|--------|-----------|--------|
| | | | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
| 149 | Topsoil* | -428 | C.Y. | \$19.24 | -\$8,234.72 | | | | | | |
| 150 | Sidewalk Ramp | 32 | S.Y. | \$124.00 | \$3,968.00 | | | | | | |
| 151 | 4" Sidewalk* | -2571 | S.Y. | \$22.10 | -\$56,819.10 | | | | | | |
| 152 | 6" Sidewalk Construction (Fiber Reinforced) | 5104 | S.Y. | \$26.90 | \$137,297.60 | | | | | | |
| 153 | Inlet Stem Wall | 4 | Ea. | \$260.00 | \$1,040.00 | | | | | | |
| TOTAL BID ALTERNATE - SECTION 1 | | | | | \$77,251.78 | | | | | | |

Section 2 - Sta. 6+59.94 to Sta. 13+28.5 (Participating)

| ITEM # | DESCRIPTION | UNIT | APPROX QUANTITY | KILLOUGH | | | | | | | |
|--|---|------|-----------------|-----------|------------|-----------|--------|-----------|--------|-----------|--------|
| | | | | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT | UNIT COST | AMOUNT |
| 154 | Topsoil* | -4 | C.Y. | \$19.24 | -\$76.96 | | | | | | |
| 155 | Sidewalk Ramp | 5 | S.Y. | \$124.00 | \$620.00 | | | | | | |
| 156 | 4" Sidewalk Construction * | -19 | S.Y. | \$22.10 | -\$419.90 | | | | | | |
| 157 | 6" Sidewalk Construction (Fiber Reinforced) | 273 | S.Y. | \$26.90 | \$7,343.70 | | | | | | |
| TOTAL BID ALTERNATE - SECTION 2 | | | | | \$7,466.84 | | | | | | |

3

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

FOR

KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20

STREET AND STORM SEWER IMPROVEMENTS
ROUTE 1055 (6TH STREET)
BAKER ST. TO DOUGLAS COUNTY ROUTE 12
BALDWIN CITY, KANSAS

BID #12-F-0002

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: 2/23/12

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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|-------------|--------------------------------|
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| S-1 - S-4 | Specifications |
| P-1 - P-2 | Proposal |
| SP-1 - SP-6 | 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-118C – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE
- 07-DG-160 – PRICE ADJUSTMENT FOR ASPHALT MATERIALS
- 07-DG-162 - MAILBOX ADJUSTMENTS
- 07-DG-201A – SCHEDULING SPECIFIED CALENDAR COMPLETION DATE AND LIQUIDATED DAMAGES
- 07-DG-206 - TWORKS SIGNS

Attachments: Geotechnical Report – 30 Pages

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. 56-23 KA-2341-01/Douglas County Project No. 2010-20", 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. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002
PROPOSAL

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

1. Proposal of R. D. JOHNSON EXCAVATING CO., INC. for the performance of "KDOT Project No. 56-23 KA-2341-01/Douglas County Project No. 2010-20", 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 this proposal is accepted, no later than **November 30, 2012**. The Contractor will be allowed 20 cleanup calendar days as per Section 108.6. The "Notice to Proceed" will be issued on April 30, 2012 or earlier if the requirements of Special Provision 07-DG-201A are met.
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.

#1

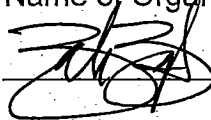
Dated

3-20-12

R. D. JOHNSON EXCAVATING CO., INC.

Name of Organization

By:

 BRANDEN BOYD
V.P.

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002
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 MARCH 30TH 2012 (DATE).

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

R.D. JOHNSON EXCAVATING CO., INC.
CONTRACTOR

By:

Title:


BRANDEN BOYD, V.P.

DOUGLAS COUNTY, KANSAS
 KDOT PROJECT NO. 56-23 KA-2341-01
 DOUGLAS COUNTY PROJECT NO. 2010-20
 BID #12-F-0002
 SCHEDULE OF PRICES

| Section 1 - Sta. 13+28.5 to Sta. 68+00.0 (Non Participating) | | | | | |
|--|---|--------------|-------|-------------|-------------|
| SPEC. NO. | BIDDING ITEMS | APPROX QTY'S | UNIT | UNIT PRICE | AMOUNT |
| 801 | Mobilization | 1 | L.S. | \$22,011.19 | \$22,011.19 |
| 802 | Contractor Construction Staking | 1 | L.S. | \$17,500.00 | \$17,500.00 |
| 202 | Removal of Existing Structures | 1 | L.S. | \$14,500.00 | \$14,500.00 |
| 204 | Granular Backfill (Wingwalls)(Set Price) | 1 | C.Y. | \$50.00 | \$50.00 |
| 204 | Concrete for Seal Course (Set Price) | 1 | C.Y. | \$175.00 | \$175.00 |
| 204 | Foundation Stabilization | 75 | C.Y. | \$41.60 | \$3,120.00 |
| 201 | Clearing & Grubbing | 1 | L.S. | \$5,000.00 | \$5,000.00 |
| 205 | Unclassified Excavation | 12545 | C.Y. | \$7.00 | \$87,815.00 |
| Plans | Pavement Removal | 16157 | S.Y. | \$3.00 | \$48,471.00 |
| Plans | Topsoil | 2146 | C.Y. | \$8.00 | \$17,168.00 |
| 205 | Compaction of Earthwork (Type AA, MR-0-5) | 1092 | C.Y. | \$1.70 | \$1,856.40 |
| 205 | Compaction of Earthwork (Type A, MR-0-5) | 8767 | C.Y. | \$1.70 | \$14,903.90 |
| 303 | Manipulation for Treated Subgrade (Fly Ash) | 2506 | S.Y. | \$1.30 | \$3,257.80 |
| 303 | Fly Ash | 93 | Tons | \$55.80 | \$5,189.40 |
| 303 | Water (Treated Subgrade)(Set Price) | 1 | Mgal. | \$35.00 | \$35.00 |
| 824 | Sidewalk Ramp | 175 | S.Y. | \$124.00 | \$21,700.00 |
| 824 | 4" Sidewalk Construction | 3858 | S.Y. | \$22.10 | \$85,261.80 |
| 828 | Fence (Wood)(Removal and Resetting) | 497 | L.F. | \$10.90 | \$5,417.30 |
| 828 | Fence (Barbed Wire)(Removal and Resetting) | 156 | L.F. | \$8.00 | \$1,248.00 |
| Plans | Monument Box | 2 | Ea. | \$650.00 | \$1,300.00 |
| Plans | Yard Drain Pipe (PVC Schedule 40 Pipe) | 100 | L.F. | \$12.00 | \$1,200.00 |
| 817 | Storm Sewer (8")(PVC) | 49 | L.F. | \$10.00 | \$490.00 |
| 817 | Storm Sewer (12")(HDPE) | 14 | L.F. | \$124.50 | \$1,743.00 |
| 817 | Storm Sewer (12")(RCP) | 84 | L.F. | \$38.00 | \$3,192.00 |
| 817 | Storm Sewer (15")(RCP) | 388 | L.F. | \$40.00 | \$15,520.00 |
| 817 | Storm Sewer (24")(RCP) | 88 | L.F. | \$75.00 | \$6,600.00 |
| 817 | Storm Sewer (30")(RCP) | 174 | L.F. | \$70.00 | \$12,180.00 |
| 817 | Storm Sewer (36")(RCP) | 300 | L.F. | \$100.00 | \$30,000.00 |
| 817 | Storm Sewer (42")(RCP) | 217 | L.F. | \$120.00 | \$26,040.00 |
| 817 | Storm Sewer (48")(RCP) | 187 | L.F. | \$130.00 | \$24,310.00 |
| 817 | Storm Sewer (53"X34")(RCPHE) | 43 | L.F. | \$150.00 | \$6,450.00 |
| 817 | Storm Sewer (15")(CMP) | 36 | L.F. | \$28.00 | \$1,008.00 |
| 817 | Storm Sewer (18")(CMP) | 790 | L.F. | \$35.00 | \$27,650.00 |
| 817 | Storm Sewer (24")(CMP) | 1001 | L.F. | \$36.00 | \$36,036.00 |

*
SCHEDULE OF PRICES

| Section 1 - Sta. 13+28.5 to Sta. 68+00.0 (Non Participating) Continued | | | | | |
|--|--|-----------------|------|---------------|---------------|
| SPEC. NO. | BIDDING ITEMS | APPROX QTYS. | UNIT | UNIT PRICE | AMOUNT |
| 817 | Storm Sewer (30")(CMP) | 281 | L.F. | \$ 95.00 | \$ 26,695.00 |
| 817 | Storm Sewer (48")(CMP) | 279 | L.F. | \$ 95.00 | \$ 26,505.00 |
| 817 | Storm Sewer (54")(CMP) | 1444 | L.F. | \$ 75.00 | \$ 108,300.00 |
| 735 | Reinforced Concrete Box (8'x5')(Precast) | 110 | L.F. | \$ 610.00 | \$ 67,100.00 |
| 735 | Reinforced Concrete Box (7'x3')(Precast) | 112 | L.F. | \$ 480.00 | \$ 53,760.00 |
| 817 | End Section (15")(CMP) | 2 | Ea. | \$ 250.00 | \$ 500.00 |
| 817 | End Section (24")(CMP) | 2 | Ea. | \$ 350.00 | \$ 700.00 |
| 817 | End Section (48")(CMP) | 1 | Ea. | \$ 1,050.00 | \$ 1,050.00 |
| 817 | End Section (48")(RCP) | 1 | Ea. | \$ 1,500.00 | \$ 1,500.00 |
| Plans/815 | Inlet (Type II-P Area) | 1 | Ea. | \$ 2,400.00 | \$ 2,400.00 |
| Plans/815 | Inlet Manhole-Special (4'X4') | 2 | Ea. | \$ 2,250.00 | \$ 4,500.00 |
| Plans/815 | Inlet (Curb)(Setback)(6'X4') | 26 | Ea. | \$ 2,800.00 | \$ 72,800.00 |
| Plans/815 | Inlet (Curb)(Setback)(6'X5') | 1 | Ea. | \$ 3,300.00 | \$ 3,300.00 |
| Plans/815 | Inlet (Curb)(Setback)(6'X6') | 15 | Ea. | \$ 3,400.00 | \$ 51,000.00 |
| 829 | Rip-Rap (Facing)(24") | 27 | S.Y. | \$ 33.00 | \$ 891.00 |
| 829 | Rip-Rap (Light 18")(24") | 50 | S.Y. | \$ 33.00 | \$ 1,650.00 |
| Plans/Sp. Prov. | Mailbox Installation (Set Price) | 2 | Ea. | \$ 140.00 | \$ 280.00 |
| Plans | Retaining Wall (MBW) | 48 | S.F. | \$ 60.00 | \$ 2,880.00 |
| Plans | Retaining Wall (Concrete) | 25 | S.F. | \$ 55.50 | \$ 1,387.50 |
| Plans/903 | Temporary Seeding, Fertilizing, & Mulching | 1 | L.S. | \$ 5,000.00 | \$ 5,000.00 |
| Plans/901 | Temporary Inlet Sediment Barrier | 3 | Ea. | \$ 130.00 | \$ 390.00 |
| Plans | Curb Inlet Protection | 336 | L.F. | \$ 8.30 | \$ 2,788.80 |
| Plans/901 | Temporary Slope Barrier | 3091 | L.F. | \$ 1.80 | \$ 5,563.80 |
| Plans/815 | Temporary Ditch Check | 180 | L.F. | \$ 2.10 | \$ 378.00 |
| Plans/815 | Temporary Ditch Check (Rock)(Set Price) | 1 | C.Y. | \$ 85.00 | \$ 85.00 |
| Plans/815 | Sediment Removal (Set Price) | 1 | C.Y. | \$ 35.00 | \$ 35.00 |
| Plans/815 | Erosion Control (Class 2, Type F) | 348 | S.Y. | \$ 2.60 | \$ 904.80 |
| 501 | Concrete Pavement (6" Uniform)(AE) | 184 | S.Y. | \$ 46.00 | \$ 8,464.00 |
| 501 | Concrete Pavement (8" Uniform)(AE) | 1882 | S.Y. | \$ 50.30 | \$ 94,664.60 |
| Plans/825 | Curb & Gutter Combined (AE) | 8420 | L.F. | \$ 10.60 | \$ 89,252.00 |
| 611/ Sp. Prov. | HMA - Commercial Grade (Class A)(Base) | 10287 | Tons | \$ 55.90 | \$ 575,043.30 |
| 611/Sp. Prov. | HMA - Commercial Grade (Class A) (Surface) | 2477 | Tons | \$ 64.50 | \$ 159,766.50 |
| Plans/305 | Aggregate Base (AB-3)(6") | 27147 | S.Y. | \$ 5.00 | \$ 135,735.00 |

SCHEDULE OF PRICES

| Section 1 - Sta. 13+28.5 to Sta. 68+00.0 (Non Participating) Continued | | | | | |
|--|--|--------------|---------|------------|-------------|
| SPEC. NO. | BIDDING ITEMS | APPROX QTYs. | UNIT | UNIT PRICE | AMOUNT |
| Plans | Surfacing Material (AB-3) | 334 | S.Y | \$13.00 | \$4,342.00 |
| Plans | Temporary Surfacing Material (Aggregate) | 2000 | C.Y. | \$28.00 | \$56,000.00 |
| 812 | Sign (Remove and Reset) | 1 | L.S. | \$6,300.00 | \$6,300.00 |
| 812 | Pedestrian Beacon & Sign (Remove & Reset) | 2 | Ea. | \$1,500.00 | \$3,000.00 |
| 812 | Sign (Flat Sheet)(High Performance) | 96 | S.F. | \$17.70 | \$1,699.20 |
| Plans/812 | Sign Post (4"X6" Wood)(Flat Sheet) | 10 | L.F. | \$15.20 | \$152.00 |
| 812 | Sign Post (2 Lb/Ft "U" Steel) | 60 | L.F. | \$4.30 | \$258.00 |
| 812 | Sign Post (3 Lb/Ft "U" Steel) | 14 | L.F. | \$4.30 | \$60.20 |
| 812 | Sign Post (1-3/4" Perforated Square Steel Tube) | 385 | L.F. | \$4.30 | \$1,655.50 |
| Plans/812 | Sign Post Footing (2" Perforated Sq Steel Tube) | 34 | Ea. | \$30.30 | \$1030.20 |
| 812 | Sign Post Square Coupler (2-1/4") | 34 | Ea. | \$15.20 | \$516.80 |
| 806 | Pavement Marking (Multi-Component) (Yellow)(4") | 13515 | L.F. | \$1.30 | \$17,569.50 |
| 806 | Pavement Marking (Multi-Component) (White)(6") | 1050 | L.F. | \$2.20 | \$2,310.00 |
| 806 | Pavement Marking (Multi-Component) (Yellow)(12") | 82 | L.F. | \$4.40 | \$360.80 |
| 806 | Pavement Marking (Intersection Grade) (White)(24") | 168 | L.F. | \$8.10 | \$1,360.80 |
| 806 | Pavement Marking Symbol (Intersection Grade) (White)(Left Arrow) | 32 | Ea. | \$126.20 | \$4,038.40 |
| 806 | Pavement Marking Symbol (Intersection Grade) (White)(Rt Arrow) | 6 | Ea. | \$126.20 | \$757.20 |
| Plans/903 | Permanent Seeding, Fertilizing, & Mulching | 1 | L.S. | \$7,587.80 | \$7,587.80 |
| Plans/805 | Work Zone Sign (Special)(0 to 16.25 Sq Ft) | 9 | Ea. | \$116.10 | \$1,044.90 |
| Plans/805 | Work Zone Signs (0 to 9.25 Sq. Ft) | 11344 | Ea. Day | \$0.05 | \$567.20 |
| Plans/805 | Work Zone Signs (9.26 to 16.25 Sq. Ft) | 2970 | Ea. Day | \$1.00 | \$2,970.00 |
| Plans/805 | Work Zone Barricades (Type III - 4' to 12') | 5040 | Ea. Day | \$1.00 | \$5,040.00 |
| Plans/805 | Channelizer (Portable) | 2340 | Ea. Day | \$0.05 | \$117.00 |
| Plans/805 | Work Zone Warning Light (Type "A" Low Intensity) | 2520 | Ea. Day | \$0.05 | \$126.00 |
| Plans/805 | Pavement Marking(Temp)4"Solid(Type II Tape) | 50 | Stal. | \$30.30 | \$1,515.00 |
| Plans/805 | Pavement Marking (Temp) 4" Broken (8.2')(Type II Tape) | 46 | Stal. | 30.30 | \$1,393.80 |
| Plans/805 | Flagger (Set Price) | 1 | Hr. | \$40.00 | \$40.00 |
| Plans/805 | Traffic Control (Initial Setup) | 1 | L.S. | \$6,000.00 | \$6,000.00 |

TOTAL SECTION 1 \$2,181,480.39

SCHEDULE OF PRICES

| Section 2 - Sta. 6+59.94 to Sta. 13+28.5 (Participating) | | | | | |
|--|--|--------------|------|------------|-------------|
| SPEC. NO. | BIDDING ITEMS | APPROX QTYS. | UNIT | UNIT PRICE | AMOUNT |
| 801 | Mobilization | 1 | L.S. | \$2,500.00 | \$2,500.00 |
| 802 | Contractor Construction Staking | 1 | L.S. | \$2,500.00 | \$2,500.00 |
| 802 | Removal of Existing Structures | 1 | L.S. | \$8,000.00 | \$8,000.00 |
| 201 | Clearing & Grubbing | 1 | L.S. | \$350.00 | \$350.00 |
| 205 | Unclassified Excavation | 824 | C.Y. | \$12.50 | \$10,300.00 |
| Plans | Pavement Removal | 1331 | S.Y. | \$4.50 | \$5,989.50 |
| Plans | Milling (2") | 1572 | S.Y. | \$3.30 | \$5,187.60 |
| Plans | Topsoil | 81 | C.Y. | \$8.00 | \$648.00 |
| 205 | Compaction of Earthwork (Type AA, MR-0-5) | 3 | C.Y. | \$1.70 | \$5.10 |
| 205 | Compaction of Earthwork (Type A, MR-0-5) | 79 | C.Y. | \$1.70 | \$134.30 |
| 824 | Sidewalk Ramp | 111 | S.Y. | 124.00 | 13,764.00 |
| 824 | 4" Sidewalk Construction | 237 | S.Y. | 22.10 | 5,237.70 |
| 817 | Storm Sewer (15")(RCP) | 85 | L.F. | 35.60 | \$2,975.00 |
| 817 | Storm Sewer (24")(RCP) | 61 | L.F. | 68.00 | 4,148.00 |
| 817 | Storm Sewer (30")(RCP) | 101 | L.F. | 95.00 | 9,595.00 |
| 815 | Manhole (Type 1)(5') | 1 | Ea. | 2,600.00 | \$2,600.00 |
| Plans/815 | Inlet (Type10) | 1 | Ea. | 2,600.00 | 2,600.00 |
| Plans/815 | Inlet (Curb)(Setback)(6'X4') | 3 | Ea. | 2,850.00 | 8,550.00 |
| Plans/Sp. Prov. | Mailbox Installation (Set Price) | 3 | Ea. | \$140.00 | \$420.00 |
| Plans/901 | Temporary Seeding, Fertilizing, & Mulching | 1 | L.S. | \$500.00 | \$500.00 |
| Plans | Curb Inlet Protection | 30 | Ea. | 8.30 | 249.00 |
| 901 | Temporary Slope Barrier | 53 | L.F. | 1.80 | 95.40 |
| 901 | Sediment Removal (Set Price) | 1 | C.Y. | \$35.00 | \$35.00 |
| Plans/815 | Concrete Pavement (8" Uniform)(AE) | 455 | S.Y. | 50.80 | 23,114.00 |
| Plans/825 | Curb & Gutter Combined (AE) | 944 | L.F. | 10.50 | 9,912.00 |
| Plans | Integral Curb | 67 | L.F. | 7.10 | 475.70 |
| 611/ Sp. Prov. | HMA - Commercial Grade (Class A)(Base) | 609 | Tons | 67.90 | 41,351.10 |
| 611/Sp. Prov. | HMA - Commercial Grade (Class A) (Surface) | 311 | Tons | 67.60 | 21,023.60 |
| Plans/305 | Aggregate Base (AB-3)(6") | 1519 | S.Y. | 6.00 | 9,114.00 |
| 812/Sp. Prov. | Two Works Sign Assembly | 2 | Ea. | 750.00 | 1500.00 |
| 812 | Sign (Remove and Reset) | 1 | L.S. | 1400.00 | 1400.00 |
| 812 | Sign (Flat Sheet)(High Performance) | 9 | S.F. | 17.50 | 157.50 |

SCHEDULE OF PRICES

| Section 2 - Sta. 6+59.94 to Sta. 13+28.5 (Participating) Continued | | | | | |
|--|---|---------------|-----------|--------------|--------------|
| SPEC. NO. | BIDDING ITEMS | APPROX QTY'S. | UNIT | UNIT PRICE | AMOUNT |
| 812 | Sign Post (1 3/4" Perforated Square Steel Tube) | 34 | L.F. | \$ 4.30 | \$ 146.20 |
| 812 | Sign Post Footing (2" Perforated Square Steel Tube) | 7 | Ea. | \$ 30.30 | \$ 212.10 |
| 812 | Sign Post Square Coupler (2-1/4") | 7 | Ea. | \$ 15.20 | \$ 106.40 |
| 806 | Pavement Marking (Multi-Component) (Yellow)(4") | 1220 | L.F. | \$ 1.30 | \$ 1,586.00 |
| 806 | Pavement Marking (Multi-Component) (White)(6") | 320 | L.F. | \$ 2.20 | \$ 704.00 |
| 806 | Pavement Marking (Intersection Grade) (White)(24") | 402 | L.F. | \$ 8.10 | \$ 3,256.20 |
| 806 | Pavement Marking Sym (Intersection Grade) (White)(Left Arrow) | 2 | Ea. | \$ 126.20 | \$ 252.40 |
| 806 | Pavement Marking Sym (Intersection Grade) (White)(Rt Arrow) | 2 | Ea. | \$ 126.20 | \$ 252.40 |
| Plans/903 | Permanent Seed, Fertilizer, & Mulch | 1 | L.S. | \$ 1,039.40 | \$ 1,039.40 |
| 814 | Traffic Signal System | 1 | L.S. | \$ 65,900.00 | \$ 65,900.00 |
| Plans/805 | Work Zone Signs (0 to 9.25 Sq. Ft) | 6842 | Ea.Day | \$ 0.05 | \$ 342.10 |
| Plans/805 | Work Zone Signs (9.26 to 16.25 Sq. Ft) | 1262 | Ea.Day | 1.00 | \$ 1,262.00 |
| Plans/805 | Work Zone Barricades (Type III - 4' to 12') | 2896 | Ea.Day | 1.00 | \$ 2,896.00 |
| Plans/805 | Channelizer (Portable) | 5408 | Ea.Day | 0.05 | 270.40 |
| Plans/805 | Work Zone Warning Light (Type "A" Low Intensity) | 2340 | Ea.Day | 0.05 | 117.00 |
| Plans/805 | Portable Changeable Message Sign | 10 | Ea.Day | 50.50 | 505.00 |
| Plans/805 | Pavement Marking (Temp) 4" Solid (Type I Tape) | 4 | Sta. Line | 80.80 | 323.20 |
| Plans/805 | Pavement Marking (Temp) 4" Solid (Type II Tape) | 7 | Sta. Line | 30.30 | 212.10 |
| Plans/805 | Pavement Marking (Temp) 4" Broken (8.2')(Type II Tape) | 3 | Sta. Line | 30.30 | 90.90 |
| Plans/805 | Flagger (Set Price) | 1 | Hr. | \$40.00 | \$40.00 |
| Plans/805 | Traffic Control (Initial Setup) | 1 | L.S. | 6,000.00 | 6,000.00 |

TOTAL SECTION 2 279,945.30

GRAND TOTAL SECTION 1 & 2 \$ 2,461,425.69

SCHEDULE OF PRICES

10' MULTI-USE TRAIL (EAST SIDE) BID ALTERNATE

Section 1 - Sta. 13+28.50 to Sta. 68+00 (Non-Participating)

| SPEC. NO. | BIDDING ITEMS | APPROX QTY. | UNIT | UNIT PRICE | AMOUNT |
|-----------|---|-------------|------|------------|--------------|
| Plans | Topsoil* | -428 | C.Y. | 8.00 | <3424.00> |
| 824 | Sidewalk Ramp | 32 | S.Y. | 124.00 | \$3,968.00 |
| 824 | 4" Sidewalk Construction* | -2571 | S.Y. | 22.10 | <56,819.10> |
| 824 | 6" Sidewalk Construction (Fiber Reinforced) | 5104 | S.Y. | 26.90 | \$137,297.60 |
| Plans | Inlet Stem Wall | 4 | Ea. | 260.00 | 1,040.00 |

TOTAL SECTION 1 - BID ALTERNATE \$83,062.50

*Unit price shall equal unit price bid in Base Bid.

Section 2 - Sta. 6+59.94 to Sta. 13+28.5 (Participating)

| SPEC. NO. | BIDDING ITEMS | APPROX QTY. | UNIT | UNIT PRICE | AMOUNT |
|-----------|---|-------------|------|------------|----------|
| Plans | Topsoil* | -4 | C.Y. | 8.00 | <32.00> |
| 824 | Sidewalk Ramp | 5 | S.Y. | 124.00 | 620.00 |
| 824 | 4" Sidewalk Construction * | -19 | S.Y. | 22.10 | <419.90> |
| 824 | 6" Sidewalk Construction (Fiber Reinforced) | 273 | S.Y. | 26.90 | 7,343.70 |

TOTAL SECTION 2 - BID ALTERNATE \$7,511.80

*Unit price shall equal unit price bid in Base Bid.

NOTE: Bidder shall extend all items and total bid.

R.D. JOHNSON EXCAVATING Co.
CONTRACTOR

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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 R D Johnson Excavating 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. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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

4/02/2012
Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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
KDOT PROJECT NO. 56-23 KA-2341-01
DOUGLAS COUNTY PROJECT NO. 2010-20
BID #12-F-0002

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

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT

K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:

Rev. 07/05

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: _____ and
2. Contractor's FEIN number: _____

(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
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
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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 2010-20 & KDOT Project No. 56-23-KA-2341-01 consists of the reconstruction of Route 1055 (6th Street) in Baldwin City, Kansas from Baker Street to Douglas County Route 12 (N400 Rd). This project includes traffic signal installation, grading, storm sewer, RCB construction, sidewalk, curb and gutter, aggregate base (AB-3), fly ash treated subgrade, HMA asphalt, concrete pavement, multi-component traffic markings, temporary/permanent traffic control and erosion control items. This project is located approximately 17 miles east and 3.0 miles north of the southwest corner of Douglas County, Kansas.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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PLANS: The following plans accompany and supplement the Specifications:

| <u>Sheet No.</u> | <u>Sheet Title</u> |
|------------------|---------------------------------------|
| 1 | Cover Sheet |
| 2 | General Notes & Special Provisions |
| 3 | Project Quantities |
| 4 | Layout & Survey Control |
| 5-6 | Typical Sections |
| 7-9 | Right-of-Way & Easement Strip Map |
| 10-23 | Street & Storm Sewer Plan & Profile |
| 24-25 | Storm Sewer Profiles |
| 26-48 | Elevation Details |
| 49-54 | Pavement Marking Plans |
| 55-57 | Pavement Marking Details |
| 58-68 | Signing Details |
| 69 | Traffic Signal Plan |
| 70-78 | Traffic Signal Details |
| 79-80 | Miscellaneous Details |
| 81-82 | Retaining Wall Details |
| 83 | Summary of Quantities |
| 84 | Summary of Quantities (Surfacing) |
| 85-87 | Erosion Control Plan |
| 88-94 | Erosion Control Details |
| 95-99 | RCB Details |
| 100 | Precast Concrete Box Culvert Details |
| 101 | Standard Manhole Details |
| 102 | Type 10 Curb Inlet |
| 103 | Inlet – Manhole, Special |
| 104 | Inlet (Curb)(Setback) Details |
| 105-106 | Schedule Inlets and Manholes |
| 107 | Sequencing Plan |
| 108 | Detour Plan |
| 109-112 | Traffic Control Plan |
| 113-120A | Traffic Control Details |
| 121-123 | Drainage Plan |
| 124-165 | 6 th Street Cross Sections |
| 166-167 | Quayle Street Cross Sections |
| 168 | N400 Road Cross Sections |

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

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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
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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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
STANDARD SPECIFICATIONS
EDITION OF 2007

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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
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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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

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, 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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STANDARD SPECIFICATIONS
EDITION OF 2007

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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)(PATCHING) | 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), 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, entrances and between Station 6+59.94 to 9+72.05.

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
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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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 March, 2012 as listed @ <http://www.ksdot.org/burconsmain/ppreg/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 March, 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

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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.

SPECIAL PROVISIONS
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.

Project Scheduling, Specified Calendar Completion Date, and Liquidated Damages:

1. The "Notice to Proceed" will be issued on April 30, 2012. The "Notice to Proceed" will be issued at an earlier date, if requested by the Contractor, providing the Contractor complies with all the requirements of the Standard Specifications relating to issuance of the Notice to Proceed. A minimum of five (5) Calendar Day notice is required before closing any roadway.
2. This project shall be completed and opened to "unrestricted traffic" as defined in section 108.4 of the Specifications on or before **November 30, 2012**.
3. Cleanup Time: The Contractor will be allowed 20 clean-up calendar days as per Section 108.6.
4. Phase 1, from station 6+59.94 to 9+72.05, shall be completed at the earliest possible time, and prior to beginning work on Phase 2. This includes final surfacing, temporary/permanent seeding, traffic striping, all underground work for signal installation, and excludes final installation and configuration of signal poles and mast arms.
5. Final seeding operations will be completed within the specified seeding season for the type of seeds shown in the project plans. If this season falls outside of the project schedule, complete this work at the earliest possible time within the appropriate seeding season. The Contractor will be allowed 5 additional Calendar Days to complete this work.
6. Liquidated damages shall be as shown in Table 108.8 of the Standard Specifications.
7. The Contractor may utilize alternative construction phasing. Plans of alternative phasing and traffic control must be submitted to the Engineer for approval no later than the date of the preconstruction conference.
8. The Contractor is required to install two Portable Changeable Message signs five (5) days prior to initiating construction.

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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Add a new SECTION in DIVISION 800:

TWORKS SIGNS

1.0 DESCRIPTION

Provide, erect, and maintain the TWorks sign assembly as shown in the Contract Documents.

BID ITEMS

TWorks Sign Assembly

UNITS

Each

2.0 MATERIALS

Provide materials as shown in the Contract Documents that comply with the following requirements.

Reflective SheetingDIVISION 2200

a. **General.** The size, shape, color and placement of the signs shall comply with the details shown in the Contract Documents and the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) adopted by the Secretary. The size and layout of the sign message shall comply with the Contract Documents.

3.0 CONSTRUCTION REQUIREMENTS

a. **TWorks Sign Assembly.** TWorks Sign Assemblies are signs whose legends are specific to the TWorks Program type and the project's scheduled completion date for which they are fabricated. These signs will be designated in the Contract Documents.

Erect TWORKS Sign Assembly as shown in the Contract Documents unless directed otherwise by the Engineer. At all times during the progress or temporary suspension of work maintain suitable signs as shown in the Contract Documents.

These signs are to remain in place after completion of the project and will become the property of the Kansas Department of Transportation or the Local Project Authority (LPA) that is the project owner.

4.0 MEASUREMENT AND PAYMENT

The Engineer will measure each TWorks Sign Assembly, when the sign is first installed. No additional measurement will be made for relocating, repairing or maintaining the signs.

On the first estimate following the initial installation of a TWorks Sign Assembly the price bid per sign will be paid for each sign installed at the contract unit prices and is full compensation for the specified work.

Geotechnical Engineering Report

6th Street Improvements

U.S. Highway 56 to Douglas County Road 12

Baldwin City, KS

December 23, 2010

Project No. 02105250

Prepared for:
Bartlett & West Engineers, Inc.
Lawrence, KS

Prepared by:
Terracon Consultants, Inc.
Lenexa, KS

Offices Nationwide
Employee-Owned

Established in 1965
terracon.com

Terracon

Geotechnical

Environmental

Construction Materials

Facilities

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APPENDIX A – FIELD EXPLORATION

| | |
|----------------------|-------------------------------|
| Exhibit A-1 | Boring Location Plan |
| Exhibits A-2 to A-12 | Boring Logs |
| Exhibit A-13 | Field Exploration Description |

APPENDIX B – LABORATORY TESTING

| | |
|-------------|-------------------------------|
| Exhibit B-1 | Laboratory Testing |
| Exhibit B-2 | Standard Proctor Test Results |
| Exhibit B-3 | CBR Test Results |

~~**APPENDIX C – SUPPORTING DOCUMENTS**~~

| | |
|------------------------|---|
| Exhibit C-1 | General Notes |
| Exhibit C-2 | Unified Soil Classification |
| Exhibit C-3 | General Notes – Description of Rock Properties |

GEOTECHNICAL ENGINEERING REPORT
6th STREET IMPROVEMENTS
U.S. HIGHWAY 56 TO DOUGLAS COUNTY ROAD 12
BALDWIN CITY, KS

Terracon Project No. 02105250
 December 23, 2010

1.0 INTRODUCTION

A geotechnical exploration has been completed for the proposed improvements to 6th Street from U.S. Highway 56 to Douglas County Road 12 in Baldwin City, Kansas. Eleven (11) borings were drilled along the existing street alignment to depths ranging from about 9 feet to 15 feet. A boring location plan and logs of the borings are included in Appendix A of this report. This report presents the findings of the subsurface exploration and provides geotechnical engineering recommendations concerning the following:

- Foundation design and lateral earth pressure recommendations for the culverts
- Subgrade preparation/earthwork recommendations
- Estimates of minimum pavement thicknesses

2.0 PROJECT INFORMATION

2.1 Project Description

| ITEM | DESCRIPTION |
|---|--|
| Site Layout | See Appendix A, Exhibit A-1, Boring Location Plan |
| Proposed Improvements | Improvements include widening of the existing two-lane roadway to three lanes and construction of new curbs and gutters, sidewalks, storm sewer, water and sanitary lines. Three (3) reinforced concrete box (RCB) culverts are also planned. |
| RCB Culverts | The RCB culverts will be installed near stations 16+25, 28+78 and 44+00. We understand the bases of the culverts will be located at maximum depths of 12 feet below existing grades. |
| Pavement Design Criteria (provided by Bartlett & West) | <ul style="list-style-type: none"> ■ Current ADT: 5,600 ■ Percent Trucks: 4% ■ Design Life: 30 years ■ Traffic Growth Rate: 2% per year |
| Expected Site Grading | Cuts of up to 12 feet will be required to develop design culvert subgrade elevations. We understand the design vertical alignment of 6 th Street will be within 2 feet of the existing vertical alignment and the horizontal alignment will not be altered. |

2.2 Site Location and Description

| ITEM | DESCRIPTION |
|-----------------------|--|
| Location | 6 th Street between about 100 feet north of U.S. Highway 56 and 300 feet north of Douglas County Road 12 in Baldwin City, KS. |
| Existing Improvements | 6 th Street is a two-lane, asphalt-surfaced roadway |

3.0 SUBSURFACE CONDITIONS

3.1 Stratigraphic Profile

Subsurface conditions encountered at the boring locations are indicated on the attached boring logs. The stratification boundaries on the boring logs represent the approximate location of changes in soil and rock types; in situ, the transition between material types may vary or be gradual. Conditions encountered at the boring locations are summarized on the following page.

| Stratum | Description | Approximate Depth to Bottom of Stratum (feet) | Comments |
|---------|--------------------------------|---|---|
| 1 | Asphaltic concrete | 0.5 to 0.8 | At most boring locations the asphaltic concrete was underlain by approximately 2 inches to 5 inches of clayey gravel. |
| 2 | Existing fill | 2.5 to 6.5 | Stratum 2 was generally comprised of lean clay soils with variable amounts of gravel. Stratum 2 was not encountered at Borings B-3, B-5, B-8 and B-11. |
| 3 | Native lean and fat clay soils | 4.5 to greater than 15 | Stratum 3 generally exhibited medium stiff to hard consistencies. Borings B-1 and B-7 through B-11 were terminated in Stratum 3. |
| 4 | Shale bedrock | Not determined | Based on SPT blow counts and visual-tactile observations of disturbed samples, Stratum 4 was severely to moderately weathered. Based on our experience, shale bedrock is typically soft near the soil and bedrock interface and grades medium to moderately hard with depth. Borings B-2, B-3, B-4, B-5 and B-6 were terminated in Stratum 4. |

3.2 Water Level Observations

The boreholes were observed while auger drilling and immediately after completion of auger drilling for the presence and level of water. At these times, water was observed in Borings B-4 and B-7 at depths ranging from about 9 feet to 12 feet. Water was not observed in the remaining borings at either of these times. Long-term observations in piezometers or observation wells sealed from the influence of surface water would be required to define groundwater levels.

Water levels can change due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Water can perch on less permeable shale layers and could be encountered at the soil and bedrock interface. The possibility of water level fluctuations should be considered when developing the design and construction plans for the project.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 Geotechnical Considerations

Existing fill was encountered at pavement subgrade level at most boring locations. The fill appears to be suitable to support the proposed new pavements. Once the existing pavement are removed and the fill is exposed, if it appears unsuitable it should be completely removed and replaced with engineered fill.

Some of the lean clay pavement subgrade soils encountered along the alignment are moisture sensitive and easily become disturbed with increases in the in-situ moisture content. Earthwork construction during wet months of the year could be difficult and may require budget contingencies to cover additional site preparation costs. High moisture content or otherwise unsuitable soils could require aeration or chemical treatment to reduce moisture levels for compaction. Difficulties in developing pavement subgrades in moist lean clay soils should be anticipated for this project. Additional information about chemical stabilization with Class C fly ash is provided in the following sections. An alternative to chemical stabilization, a thicker baserock section, may be needed.

Groundwater was observed at depths ranging from about 9 feet to 12 feet at Borings B-4 and B-7, which were drilled at the culverts located near stations 28+75 and 44+00, respectively. Groundwater should be anticipated to be encountered during construction of these culverts. The potential for encountering soft subgrade soils at these culverts should be anticipated for the project. Although soft clay soils or groundwater were not encountered at the culvert located near station 16+25, soft materials and groundwater may be encountered at the soil/bedrock interface.

4.2 Fill Placement and Compaction

4.2.1 Engineered Fill

Materials that meet the following material property requirements can be used to construct engineered fills in the designated locations:

| Fill Type ¹ | USCS Classification | Acceptable Location for Placement |
|------------------------|---------------------|-----------------------------------|
| On-site clay soils | CL, CH | All locations and elevations |
| Well graded granular | GM ² | All locations and elevations |

- Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.
- Similar to KDOT Type AB-3 crushed limestone aggregate.

4.2.2 Compaction Requirements

| ITEM | | Applicable Depth | DESCRIPTION |
|---|-------|------------------|--|
| Fill Lift Thickness | | All depths | 9-inches or less in loose thickness |
| Compaction Requirements ¹ | | All depths | 95% of the materials maximum standard Proctor dry density (ASTM D 698) |
| Moisture Content Untreated Clay Soil | LL<40 | All depths | -2% to +2% of optimum moisture content value ² |
| | LL>40 | | 0 to 4% above the optimum moisture content value ² |
| Moisture Content Fly-Ash Treated Clay Soils | | All depths | Optimum moisture content to 3% below optimum moisture content |
| Moisture Content Granular Material | | All depths | Workable moisture levels ³ |

- We recommend that engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
- As determined by the standard Proctor test.
- Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

4.3 Culvert Subgrades and Wing Wall Foundations

The vertical alignment of the existing roadway will not be altered for this project. We understand the culverts will bear at maximum depths 12 feet below existing grade. We considered strip footings that will support the culvert wing walls would bear approximately 3 feet below culvert base slab bearing level. Based on the subsurface conditions encountered at Borings B-2, B-4 and B-7, the culverts and wing wall strip footings will either be supported on native medium stiff to very stiff clay soils or shale bedrock.

In our opinion, the culvert slabs and wing wall strip footings may be supported on suitable native stiff clay soils, suitable shale bedrock or engineered fill that has been placed and compacted as recommended in this report. A net allowable bearing pressure of 2,000 psf may be used for the clay soils, shale bedrock or engineered fill. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure.

4.3.1 Culvert Construction Considerations

Water may be encountered near or above the planned culvert slab bearing levels. Soft unsuitable and disturbed clay soils could also be encountered near the soil and bedrock interface and within the existing creek bed near the proposed culvert slab bearing levels following removal of the existing culverts. The bearing surfaces of the culvert base slabs should be free of water and loose/soft soil and rock prior to placing the culverts. The culvert subgrade soils should be proofrolled prior to placement of new culverts. The culverts should be placed soon after excavating to reduce bearing stratum disturbance. Should the materials at bearing level become excessively dry, disturbed, saturated, or frozen and cannot be satisfactorily improved in-place by scarification, moisture conditioning and recompaction, the affected soils should be completely removed and new engineered fill should be placed prior to placing the culverts. Engineered fill placed below the culvert base slabs may consist of the materials indicated in section 4.2.1.

4.3.2 Wing Wall Foundation Construction Considerations

Water will likely be encountered near or above planned foundation bearing levels. Soft, unsuitable and disturbed clay soils could also be encountered near the soil and bedrock interface. The base of all foundation excavations should be free of water and loose/soft soil and rock prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing stratum disturbance. Should the materials at bearing level become excessively dry, disturbed, saturated, or frozen, the affected soil should be removed prior to placing concrete. A lean concrete mud-mat could be placed over the bearing soils if the excavations remain exposed for an extended period of time or in the event of predicted inclement weather. The geotechnical engineer should be retained to observe and test the soil foundation bearing materials just prior to placement of concrete.

EARTH PRESSURE COEFFICIENTS

| Earth Pressure Conditions | Coefficient for Backfill Type | Equivalent Fluid Weight (pcf) | Surcharge Pressure, P ₁ (psf) | Earth Pressure, P ₂ (psf) |
|---------------------------|-------------------------------|-------------------------------|--|--------------------------------------|
| At-Rest (K ₀) | Granular - 0.46 | 59 | (0.46)S | (59)H |
| | Lean Clay - 0.55 | 69 | (0.55)S | (69)H |

Conditions applicable to the above conditions include:

- Uniform surcharge, where S is surcharge pressure
- Horizontal backfill, compacted between 95 and 98 percent of standard Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No hydrostatic pressures acting on wall
- No dynamic loading
- No safety factor included in soil parameters

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45 degrees from vertical for the at-rest case. To calculate the resistance to sliding, an ultimate coefficient of friction value of 0.35 or 0.55 should be used where the footing bears on native clay soils or shale bedrock, respectively. An appropriate factor of safety should be applied to the ultimate coefficient of friction.

Groundwater could result in application of hydrostatic loads on the below grade walls. Therefore, we recommend that drainage be provided behind the culvert walls and wing walls. The drainage medium should be connected to a collection pipe located at foundation level. The collection pipe should be connected to reliable discharge. If drainage is not provided, then combined hydrostatic and lateral earth pressures should be calculated for clay backfill using an equivalent fluid weighing 100 pcf. For granular backfill, an equivalent fluid weighing 90 pcf should be used. These pressures do not include the influence of surcharge, equipment or traffic loading, which should be added.

4.3 Pavements

4.3.1 Subgrade Preparation

After the existing pavement materials have been removed, and prior to placement of new fill or new pavement section materials, the exposed subgrades should be proofrolled. Proofrolling should be performed in the presence of the geotechnical engineer to help identify soft or unsuitable soils that exist at shallow depths below the surface. Proofrolling can be accomplished using a loaded tandem axle dump truck. We recommend the proofrolling

equipment have a minimum gross weight of 20 tons. Soft unsuitable soils that cannot be satisfactorily improved by scarification and compaction should be removed and replaced with a well graded granular material (KDOT Type AB-3 baserock or equivalent). Following the proofrolling activities, the upper 9 inches of the exposed pavement subgrade should be scarified, moisture conditioned and compacted.

4.3.2 Soil Stabilization

The lean clay pavement subgrade soils encountered at this site tend to be easily disturbed from construction activity when wet and could also be difficult to dry to the recommended moisture levels. If the soils can not be improved in place through scarification and recompaction, additional stabilization techniques may be needed. These techniques include chemical stabilization with Class C Fly ash or, if fly ash cannot be placed due to the proximity of nearby residences and commercial structures, using a thicker base aggregate section (KDOT AB-3) beneath the pavement in conjunction with a geogrid layer could be considered. The thickness of the required stabilization would be dependent on actual conditions encountered and could approach 18 inches or more, but in general should not be less than 9 inches.

Stabilization of clay soil can be achieved by addition of 15% Class C fly ash on a dry weight basis. Class C fly ash reacts quickly with water and is normally applied in dry bulk form and mixed with the soil prior to adding water. After completion of the fly ash stabilized subgrade layer, the subgrade should be moist cured for a period of 3 days. Moist curing can usually be accomplished by watering with a water truck periodically throughout the 3-day cure period. Construction equipment traffic on the subgrade, with the exception of the water truck, should be prohibited until curing is complete.

4.3.3 Final Proofrolling

Pavement subgrades are susceptible to disturbance by repetitive heavy wheel loads that most often occur during the pavement lay down operations. Loaded trucks back continuously over the same route to an asphalt spreader. Repetitive traffic can result in deformation, pumping and rutting. Removal of the rutted, disturbed subgrade during paving operations and replacement with asphalt results in a thicker section in some areas. While this remedial treatment is beneficial, it results in non-uniform thickness. Also, with a thicker asphalt section, the lift is often too thick to be well compacted at the bottom.

For these reasons, we recommend subgrades be repetitively proofrolled with loaded trucks several days in advance of paving so that low density or otherwise unsuitable areas can be corrected before paving begins. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to backfilled trenches. Areas that pump or rut should be undercut and replaced with base aggregate (KDOT AB-3) materials compacted as recommended in this report.

4.3.4 Estimates of Minimum Pavement Thicknesses

We understand the new pavements will be constructed of asphaltic concrete. We understand the current ADT is 5,600, the percentage of truck traffic is 4%, and the traffic growth rate

percent will be is 2%. A design life of 30 years was requested by Bartlett and West. Based on the provided design criteria and the AASHTO design procedure, we estimate approximately 6 million ESALs.

Subgrade preparation will be important to the long-term performance of the pavements. The pavement section provided below represents minimum recommended thicknesses and, as such, regular maintenance should be anticipated.

| Recommended Asphaltic Concrete Section Thickness (inches) | | | | |
|---|------------------------------|--------------------------|--------------------|-----------------|
| Asphalt Concrete Surface Course | Asphalt Concrete Base Course | KDOT Type AB-3 Aggregate | Compacted Subgrade | Total Thickness |
| 2 | 8 | 6 | 9 | 25 |

All pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. Maintenance of pavements should include sealing of all cracks and joints and maintenance of proper surface drainage.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

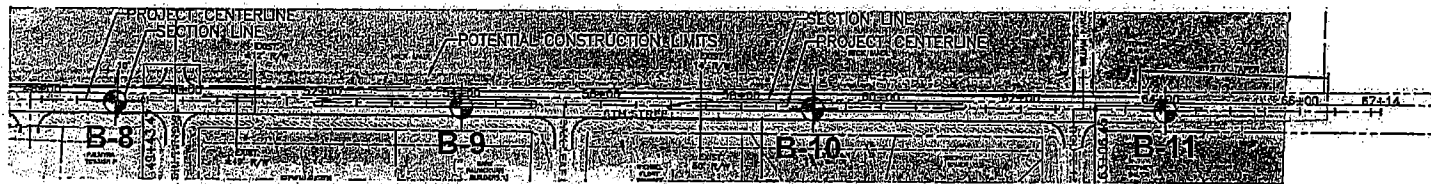
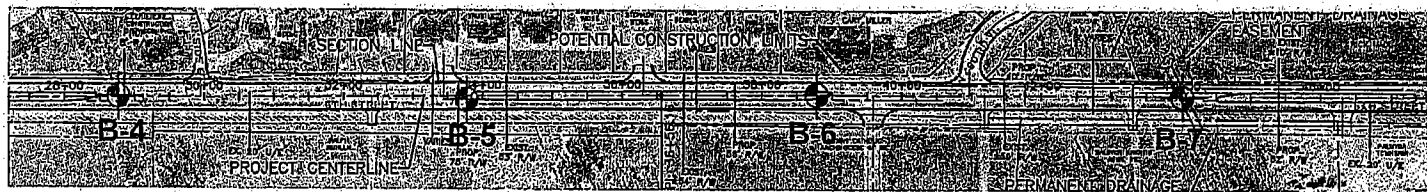
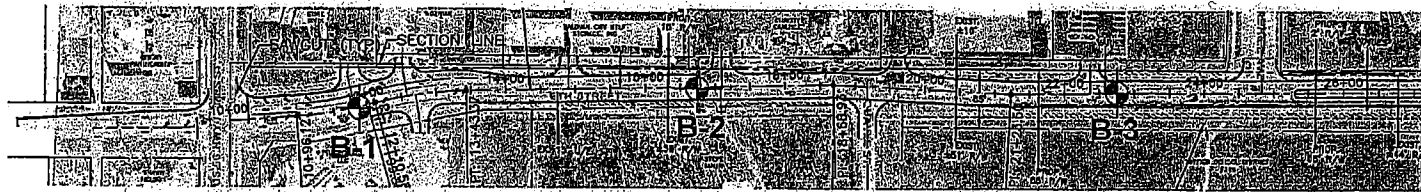
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site

Geotechnical Engineering Report
6th Street Improvements ■ Baldwin City, KS
December 23, 2010 ■ Terracon Project No. 02105250

Terracon

safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.



6TH STREET - 56 HIGHWAY TO ROUTE 12 PLAN VIEW

BARTLETT & SWEST



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

| | | | |
|------------------|-----|-------------|--------------------------------|
| Project Manager: | DAB | Project No. | 02105250 |
| Drawn by: | DAB | Scale: | As Shown |
| Checked by: | DAB | File Name: | Boring Location (11/18/09).dwg |
| Approved by: | DAB | Date: | 12/23/2010 |

Terracon
 Consulting Engineers & Scientists
 13910 West 96th Terrace
 Lenexa, Kansas 66215
 PH. (913) 492-7777 FAX. (913) 492-7445

BORING LOCATION PLAN

6th Street Improvements
 U.S. Highway 56 to Douglas County Road 12
 BALDWIN CITY, KANSAS

Exhibit
A-1

LOG OF BORING NO. B-1

| CLIENT | | PROJECT | | | | | | |
|---|---------------------------------------|-------------------------|-------------|--------|------|--------------|-------------------|------------------|
| Bartlett & West Engineers, Inc. | | 6th Street Improvements | | | | | | |
| SITE | | PROJECT | | | | | | |
| 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | 6th Street Improvements | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | SAMPLES | | | | TESTS | |
| | | | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT-N BLOWS / ft. | WATER CONTENT, % |
| 0.8 | 8.5" ASPHALTIC CONCRETE | | | PA | | | | |
| 4 | FILL, gravel, clay, brown, gray brown | | 1 | ST | 4 | | 21 | 8000* |
| | | | | PA | | | | |
| 5 | FAT CLAY, brown, stiff | | CH 2 | SS | 18 | 9 | 30 | |
| | | | | PA | | | | |
| 8.5 | BOTTOM OF BORING | | CH 3 | ST | 3 | | 22 | |

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| WATER LEVEL OBSERVATIONS, ft | | |
|------------------------------|--|--|
| WL | <input checked="" type="checkbox"/> NONE | WD <input checked="" type="checkbox"/> NONE AB |
| WL | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| EXHIBIT A-2 | | |



| | | | |
|------------------|------|----------|----------|
| BORING STARTED | | 12-14-10 | |
| BORING COMPLETED | | 12-14-10 | |
| RIG | RC-4 | FOREMAN | RC |
| APPROVED | DAB | JOB # | 02105250 |

BORING NO. 02105250, GP J, TERRACON, GSDT, 12/23/10

LOG OF BORING NO. B-2

| CLIENT | | Bartlett & West Engineers, Inc. | | | | | | | | |
|-------------|---|---|-------------|---------|------|--------------|-----------------------|---------------------|--------------------|-----------------------------|
| SITE | | 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | | | | | | | |
| PROJECT | | 6th Street Improvements | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft | USCS SYMBOL | SAMPLES | | | TESTS | | | |
| | | | | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| 0.7 | 8" ASPHALTIC CONCRETE | | PA | | | | | | | |
| 1 | 4" CLAYEY GRAVEL FILL, lean clay, trace gravel, brown | | SS | 16 | 31 | 11 | | | 39, 18, 21 | |
| 3 | FAT CLAY, brown, hard | | CH | 2 | ST | 7 | | 18 | 106 | 9000* |
| 5.5 | ***SHALE, severely to moderately weathered, gray brown, soft to moderately hard | | PA | | | | | | | |
| 14.4 | BOTTOM OF BORING | | SS | 3 | 12 | 50/6" | .14 | | | |
| | ***Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types. | | PA | | | | | | | |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| WATER LEVEL OBSERVATIONS, ft | | | |
|------------------------------|--|----|---|
| WL | <input checked="" type="checkbox"/> NONE | WD | <input checked="" type="checkbox"/> NONE AB |
| WL | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> |
| EXHIBIT A-3 | | | |



| | |
|------------------|----------|
| BORING STARTED | 12-14-10 |
| BORING COMPLETED | 12-14-10 |
| RIG | RC-4 |
| FOREMAN | RC |
| APPROVED | DAB |
| JOB # | 02105250 |

LOG OF BORING NO. B-3

| | | | | | | | | | | |
|---|--|---|-------------|--------|------|--------------|-----------------------|---------------------|--------------------|-----------------------------|
| CLIENT Bartlett & West Engineers, Inc. | | | | | | | | | | |
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | PROJECT 6th Street Improvements | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft | SAMPLES | | | TESTS | | | | |
| | | | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| | 0.7 7.5" ASPHALTIC CONCRETE | | | | PA | | | | | |
| | 4.5" CLAYEY GRAVEL FAT CLAY, brown, stiff | | | 1 | SS | 13 | 13 | 22 | | |
| | | | | | PA | | | | | |
| 4.5 ***SHALE, severely to moderately weathered, brown, gray brown | | 2 | SS | 17 | 21 | 23 | | | | |
| | | | | PA | | | | | | |
| 9 | | | 3 | SS | 6 | 50/6" | 12 | | | |
| BOTTOM OF BORING | | | | | | | | | | |
| ***Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types. | | | | | | | | | | |

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| | | |
|------------------------------|--------|--------------|
| WATER LEVEL OBSERVATIONS, ft | | |
| WL | ∇ NONE | WD ∇ NONE AB |
| WL | ∇ | ∇ |
| EXHIBIT A-4 | | |



| | |
|------------------|--------------------|
| BORING STARTED | 12-14-10 |
| BORING COMPLETED | 12-14-10 |
| RIG | RC-4 FOREMAN RC |
| APPROVED | DAB JOB # 02105250 |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

LOG OF BORING NO. B-4

| CLIENT | | Bartlett & West Engineers, Inc. | | | | | | | | | |
|-------------|---|---|-------------|---------|------|--------------|--------------------|------------------|-----------------|--------------------------|------|
| SITE | | 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | | | | | | | | |
| PROJECT | | 6th Street Improvements | | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft | USCS SYMBOL | SAMPLES | | | TESTS | | | | |
| | | | | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf | |
| 0.8 | 8.5" ASPHALTIC CONCRETE | | | | PA | | | | | | |
| | 3.5" CLAYEY GRAVEL FILL, lean clay, with gravel, brown | | | 1 | SS | 16 | 25 | 23 | | | |
| | | | | | PA | | | | | | |
| | | | | 2 | ST | 7 | | 20 | 103 | 6500* | |
| | - some cobbles below 5 feet | 5 | | | PA | | | | | | |
| 6.5 | FAT CLAY, gray brown, stiff | | | | | | | | | | |
| | | | | CH | 3 | ST | 14 | | 29 | 94 | 2630 |
| 10.5 | ***SHALE, severely to moderately weathered, gray brown, soft to moderately hard | | | | | PA | | | | | |
| 14.4 | BOTTOM OF BORING | | | 4 | SS | 10 | 50/5" | 16 | | | |
| | ***Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types. | | | | | | | | | | |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| WATER LEVEL OBSERVATIONS, ft | | |
|------------------------------|---|----|
| WL | 9 | AB |
| WS | 9 | |
| WL | | |
| EXHIBIT A-5 | | |



| | |
|------------------|----------|
| BORING STARTED | 12-14-10 |
| BORING COMPLETED | 12-14-10 |
| RIG | RC-4 |
| FOREMAN | RC |
| APPROVED | DAB |
| JOB # | 02105250 |

LOG OF BORING NO. B-5

| | | | | | | | | | | | |
|---|--|---|-------------|---------|--------------|--------------------|------------------|--------------------|--------------------------|------------|--------------------------------|
| CLIENT Bartlett & West Engineers, Inc. | | PROJECT 6th Street Improvements | | | | | | | | | |
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | | | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | USCS SYMBOL | SAMPLES | | | | TESTS | | | ATTERBERG LIMITS LL, PL, PI |
| | | | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf | | |
| | 0.7 8" ASPHALTIC CONCRETE | | | PA | | | | | | | |
| | 1 4" CLAYEY GRAVEL LEAN CLAY, dark brown, stiff | | 1 | SS | 14 | 9 | 22 | | | 38, 19, 19 | |
| | 3 FAT CLAY, brown, very stiff | | CH | 2 | ST | 4 | | 20 | 103 | 7000* | |
| | 5.5 ***SHALE, severely to moderately weathered, gray brown, soft to moderately hard | 5 | | | PA | | | | | | |
| 9.5 BOTTOM OF BORING | | | 3 | SS | 11 | 50/6" | 12 | | | | |
| ***Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types. | | | | | | | | | | | |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| | | | |
|------------------------------|--|----|---|
| WATER LEVEL OBSERVATIONS, ft | | | |
| WL | <input checked="" type="checkbox"/> NONE | WD | <input checked="" type="checkbox"/> NONE AB |
| WL | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> |



| | |
|------------------|--------------------|
| BORING STARTED | 12-13-10 |
| BORING COMPLETED | 12-13-10 |
| RIG | RC-4 FOREMAN RC |
| APPROVED | DAB JOB # 02105250 |

EXHIBIT A-6

LOG OF BORING NO. B-6

| CLIENT Bartlett & West Engineers, Inc. | | PROJECT 6th Street Improvements | | | | | | | | |
|---|---|---|-------------|---------|------|--------------|---------------------|------------------|-----------------|--------------------------|
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | PROJECT 6th Street Improvements | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | USCS SYMBOL | SAMPLES | | | TESTS | | | |
| | | | | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft. | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| 0.8 | 8.5" ASPHALTIC CONCRETE | | | | PA | | | | | |
| 1 | 3.5" CLAYEY GRAVEL FILL, lean clay, with gravel, dark brown | | | 1 | SS | 10 | 20 | 17 | | |
| 2.5 | FAT CLAY, gray brown, very stiff | | | | PA | | | | | |
| | | | CH | 2 | ST | 9 | | 24 | 98 | 6000* |
| 5.5 | ***SHALE, severely to moderately weathered, gray brown, soft to moderately hard | | | | PA | | | | | |
| | | | | 3 | SS | 18 | 76 | 16 | | |
| 10 | BOTTOM OF BORING ***Classification estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types. | 10 | | | | | | | | |

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer

WATER LEVEL OBSERVATIONS, ft

| | | | | | | |
|----|---|------|----|---|------|----|
| WL | ∇ | NONE | WD | ∇ | NONE | AB |
| WL | ∇ | | | ∇ | | |

EXHIBIT A-7



| | |
|------------------|----------|
| BORING STARTED | 12-13-10 |
| BORING COMPLETED | 12-13-10 |
| RIG | RC-4 |
| FOREMAN | RC |
| APPROVED | DAB |
| JOB # | 02105250 |

BORING NO. 02105250, GPJ TERRACON.GDT 12/23/10

LOG OF BORING NO. B-7

| CLIENT Bartlett & West Engineers, Inc. | | | | | | | | | |
|---|--|---|-------------|--------|------|--------------|---------------------|------------------|-----------------|
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | PROJECT 6th Street Improvements | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | SAMPLES | | | TESTS | | | |
| | | | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft. | WATER CONTENT, % | DRY UNIT WT pcf |
| 0.8 | 10.5" ASPHALTIC CONCRETE | | | PA | | | | | |
| 1 | 1.5" CLAYEY GRAVEL | | | | | | | | |
| 2 | FILL, lean clay, with gravel, brown, dark brown | | 1 | SS | 12 | 27 | 18 | | |
| | LEAN CLAY, brown, dark brown, stiff | | | PA | | | | | |
| | | | CL | 2 | ST | 5 | 14 | 105 | 8000* |
| 5 | | | | PA | | | | | |
| 8 | FAT CLAY, gray brown, medlum stiff to very stiff | | | | | | | | |
| | | | CH | 3 | ST | 8 | 40 | 79 | 1770 |
| 10 | | | | PA | | | | | |
| | | | CH | 4 | ST | 9 | 29 | 97 | 4000* |
| 15 | BOTTOM OF BORING | | | | | | | | |

The stratification lines represent the approximate boundary lines between soil and rock types: In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| WATER LEVEL OBSERVATIONS, ft | | |
|------------------------------|------|------|
| WL | 12 | WD |
| WD | 10.5 | AB |
| WL | 12 | 10.5 |
| EXHIBIT A-8 | | |



| | | | |
|------------------|------|----------|----------|
| BORING STARTED | | 12-13-10 | |
| BORING COMPLETED | | 12-13-10 | |
| RIG | RC-4 | FOREMAN | RC |
| APPROVED | DAB | JOB # | 02105250 |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

LOG OF BORING NO. B-8

| CLIENT Bartlett & West Engineers, Inc. | | PROJECT 6th Street Improvements | | | | | | | | |
|---|------------|---|---------|------|--------------|-----------------------|---------------------|--------------------|-----------------------------|-----------------------------------|
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | | | | | | | | | |
| GRAPHIC LOG | DEPTH, ft. | USCS SYMBOL | SAMPLES | | | | TESTS | | | |
| | | | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf | ATTERBERG LIMITS LL, PL, PI |
| | 0.8 | | | PA | | | | | | |
| | 1.3 | | 1 | SS | 15 | 14 | 27 | | | 61, 21, 40 |
| | | | | PA | | | | | | |
| | | CH | 2 | ST | 4 | | 21 | | | |
| | | | | PA | | | | | | |
| | | | | | | | | | | |
| | | CH | 3 | ST | 10 | | 20 | 105 | 8500* | |
| | 9 | | | | | | | | | |



The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| WATER LEVEL OBSERVATIONS, ft | | |
|------------------------------|--------|--------------|
| WL | ∇ NONE | WD ∇ NONE AB |
| WL | ∇ | ∇ |
| EXHIBIT A-9 | | |



| | |
|------------------|--------------------|
| BORING STARTED | 12-13-10 |
| BORING COMPLETED | 12-13-10 |
| RIG | RC-4 FOREMAN RC |
| APPROVED | DAB JOB # 02105250 |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

LOG OF BORING NO. B-9

| | | | | | | | | | | | |
|---|------------------|---|------------|-------------|--------|------|--------------|---------------------|------------------|-----------------|--------------------------|
| CLIENT Bartlett & West Engineers, Inc. | | PROJECT 6th Street Improvements | | | | | | | | | |
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | | | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | | DEPTH, ft. | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft. | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| | 0.5 | 6.5" ASPHALTIC CONCRETE | | | | PA | | | | | |
| | 1 | 5.5" CLAYEY GRAVEL FILL, lean clay, trace gravel, dark brown | | | 1 | ST | 5 | | 18 | 106 | 6500* |
| | 3 | FAT CLAY, brown, gray brown, very stiff | | CH | 2 | ST | 4 | | 26 | | 4500* |
| | 5 | | | | | PA | | | | | |
| | | | | CH | 3 | ST | 13 | | 21 | 106 | 8000* |
| 10 | BOTTOM OF BORING | | 10 | | | | | | | | |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/29/10

The stratification lines represent the approximate boundary lines between soil and rock types; in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer

| | | | |
|------------------------------|--|----|---|
| WATER LEVEL OBSERVATIONS, ft | | | |
| WL | <input checked="" type="checkbox"/> NONE | WD | <input checked="" type="checkbox"/> NONE AB |
| WL | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> |
| EXHIBIT A-10 | | | |



| | |
|------------------|--------------------|
| BORING STARTED | 12-13-10 |
| BORING COMPLETED | 12-13-10 |
| RIG | RC-4 FOREMAN RC |
| APPROVED | DAB JOB # 02105250 |

LOG OF BORING NO. B-10

| | | | | | | | | | | |
|---|--|---|-------------|--------|------|--------------|------------------------|---------------------|--------------------|-----------------------------|
| CLIENT Bartlett & West Engineers, Inc. | | | | | | | | | | |
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | PROJECT 6th Street Improvements | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | SAMPLES | | | | TESTS | | | |
| | | | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT - N BLOWS / ft. | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| 0.7 | 8" ASPHALTIC CONCRETE | | | PA | | | | | | |
| 1 | 4" CLAYEY GRAVEL FILL, lean clay, trace gravel, brown | | 1 | SS | 12 | 16 | 24 | | | |
| 3 | FAT CLAY; brown, gray brown, very stiff | | CH | 2 | ST | 6 | | 25 | 95 | 5000* |
| 5 | | | | PA | | | | | | |
| 10 | BOTTOM OF BORING | 10 | CH | 3 | ST | 8 | | 25 | 101 | 7000* |

The stratification lines represent the approximate boundary lines between soil and rock types. In-situ, the transition may be gradual.

*Calibrated Hand Penetrometer

BORING NO. 02105250.GPJ TERRACON.GBT 12/23/10

| | | |
|--|--|----|
| WATER LEVEL OBSERVATIONS, ft | | |
| WL <input checked="" type="checkbox"/> | WD <input checked="" type="checkbox"/> | AB |
| WL <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | |
| EXHIBIT A-11 | | |



| | | | |
|------------------|------|----------|----------|
| BORING STARTED | | 12-13-10 | |
| BORING COMPLETED | | 12-13-10 | |
| RIG | RC-4 | FOREMAN | RC |
| APPROVED | DAB | JOB # | 02105250 |

LOG OF BORING NO. B-11

| | | | | | | | | | | |
|---|---|---|-------------|--------|----------|--------------|-------------------|------------------|--------------------|--------------------------|
| CLIENT Bartlett & West Engineers, Inc. | | | | | | | | | | |
| SITE 6th Street north of U.S. Highway 56 Baldwin City, Kansas | | PROJECT 6th Street Improvements | | | | | | | | |
| GRAPHIC LOG | DESCRIPTION | DEPTH, ft. | SAMPLES | | | | TESTS | | | |
| | | | USCS SYMBOL | NUMBER | TYPE | RECOVERY, in | SPT-N BLOWS / ft. | WATER CONTENT, % | DRY UNIT WT pcf | UNCONFINED STRENGTH, psf |
| 0.6 | 7.5" ASPHALTIC CONCRETE | | | PA | | | | | | |
| 1 | 4.5" CLAYEY GRAVEL | | 1 | ST | 0 | | | | | |
| | FAT CLAY, brown, gray brown, very stiff | | 2 | SS | 12 | 12 | 23 | | | 63, 23, 40 |
| | | | CH | 3 | PA ST | 18 | | 33 | 90 | 5000* |
| | | 5 | | | PA | | | | | |
| | | | CH | 4 | ST | 20 | | 16 | 107 | 4500* |
| 10 | BOTTOM OF BORING | 10 | | | | | | | | |

BOREHOLE 02105250.GPJ TERRACON.GDT 12/23/10

The stratification lines represent the approximate boundary lines between soil and rock types. In-situ, the transition may be gradual. *Calibrated Hand Penetrometer

| | | |
|------------------------------|--------|--------------|
| WATER LEVEL OBSERVATIONS, ft | | |
| WL | ∇ NONE | WD ∇ NONE AB |
| WL | ∇ | ∇ |
| EXHIBIT A-12 | | |



| | |
|------------------|--------------------|
| BORING STARTED | 12-13-10 |
| BORING COMPLETED | 12-13-10 |
| RIG | RC-4 FOREMAN RC |
| APPROVED | DAB JOB # 02105250 |

Field Exploration Description

The boring locations were selected by Terracon and Bartlett & West. Terracon personnel located the borings at the site by measuring distances from existing site features and estimating right angles. The locations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with an ATV-mounted rotary drill rig using continuous flight solid-stem augers to advance the boreholes. Samples of the soils encountered in the borings were obtained thin-walled tube and SPT sampling procedures. In the thin-walled tube sampling procedure, a 2-inch thin-walled, seamless steel tube is pushed into the soil to obtain a relatively undisturbed sample of cohesive or moderately cohesive soils. In the SPT sampling procedure, a standard 2-inch O.D. split-barrel sampling spoon is driven into the ground with a 140-pound hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the standard penetration resistance value (N). The "N" values are indicated on the boring logs at the depths of occurrence. The samples were tagged for identification, sealed to reduce moisture loss and returned to our laboratory for further examination, testing and classification. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

A field log of each boring was prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.

APPENDIX B
LABORATORY TESTING

Laboratory Testing

Most thin-walled tube samples were tested in the laboratory to measure their dry unit weight and water content. Atterberg limits tests were performed on selected thin-walled tube samples. A calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of the thin-walled tube samples. Split-barrel samples were tested to measure water content. In addition, standard Proctor and CBR tests were performed on a composite bulk sample of the subgrade soils. The test results are provided on the boring logs included in Appendix A and test data sheets in Appendix B.

Descriptive classifications of the soil strata indicated on the boring logs are in accordance with the enclosed General Notes and the Unified Soil Classification System. Also shown are estimated Unified Soil Classification Symbols. The bedrock classifications are in general accordance with the enclosed General Notes – Description of Rock Properties and were estimated based on observation of disturbed samples; core samples and petrographic analyses may indicate other rock types. Descriptions of the classification systems are attached to this report. All classification was by visual manual procedures.

LABORATORY COMPACTION CHARACTERISTICS OF SOIL REPORT

Report Number: 02105250.0001
Service Date: 12/13/10
Report Date: 12/21/10

Terracon

13910 W. 96th Ter.
Lenexa, KS 66215
913-492-7777

Client

Bartlett & West Engineers Inc
Attn: Jeff Jones
628 Vermont St
Lawrence, KS 66044-2252

Project

6th Street Improvements
6th Street and U.S. 56
Baldwin City, KS

Project Number 02105250

Material Information

Source of Material:
Proposed Use:

Sample Information

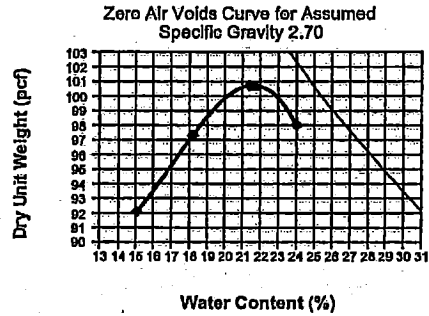
Sample Date: 12/13/10
Sampled By:
Sample Location: Bulk#1: Combined Borings B-8 to B-11; 1.0 - 3.0 feet
Sample Description: Lean Clay (CL), dark brown

Laboratory Test Data

Test Procedure: ASTM D698
Test Method: Method A
Sample Preparation: Dry
Rammer Type: Mechanical
Maximum Dry Unit Weight (pcf): 100.7
Optimum Water Content (%): 21.6

| | Result | Specifications |
|------------------------|--------|----------------|
| Liquid Limit: | 48 | |
| Plastic Limit: | 23 | |
| Plasticity Index: | 25 | |
| In-Place Moisture (%): | | |

USCS:



Comments:

Services:

Terracon Rep.:

Reported To:

Contractor:

Report Distribution:

(2) Bartlett & West Engineers Inc

Reviewed By:

Daniel A. Barnett

Test Methods:

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

California Bearing Ratio of Laboratory-Compacted Soils

Report Number: 02105250.0001
 Service Date: 12/13/10
 Report Date: 12/21/10
 Task:



13910 W. 96th Ter.
 Lenexa, KS 66215
 913-492-7777

Client

Bartlett & West Engineers Inc
 Attn: Jeff Jones
 628 Vermont St
 Lawrence, KS 66044-2252

Project

6th Street Improvements
 6th Street and U.S. 56
 Baldwin City, KS

Project No. 02105250

SAMPLE INFORMATION

| | | | |
|-----------------------|----------------------------|----------------------------|----------------------|
| Sample Number: | BULK #1 | Proctor Method: | ASTM D698 - Method A |
| Boring Number: | B-8 TO B-11 | Maximum Dry Density (pcf): | 100.7 |
| Sample Location: | | Optimum Moisture: | 21.6 |
| Depth: | 1.0-3.0 FEET | Liquid Limit: | 48 |
| Material Description: | LEAN CLAY (CL), DARK BROWN | Plasticity Index: | 25 |

CBR TEST DATA

| | |
|-------------------------|-----|
| CBR Value at 0.100 inch | 6.4 |
| CBR Value at 0.200 inch | 5.2 |

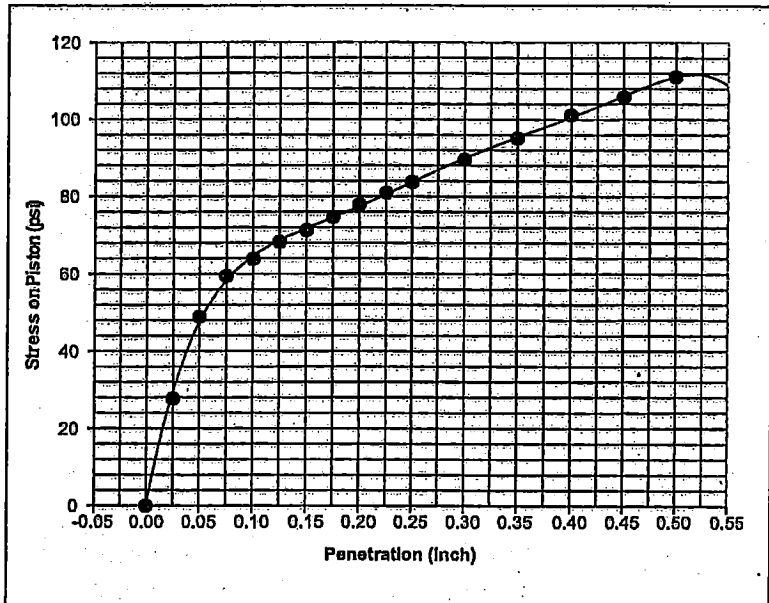
| | |
|---------------------------|--------|
| Surcharge Weight (lbs) | 10 |
| Soaking Condition | Soaked |
| Length of Soaking (hours) | 96 |
| Swell (%) | 1.2 |

DENSITY DATA

| | |
|----------------------------------|------|
| Dry Density Before Soaking (pcf) | 96.0 |
| Compaction of Proctor (%) | 95.3 |

MOISTURE DATA

| | |
|---------------------------|------|
| Before Compaction (%) | 22.7 |
| After Compaction (%) | 22.1 |
| Top 1" After Soaking (%) | 26.6 |
| Average After Soaking (%) | 22.7 |



Comments: C1

Test Methods: ASTM D1883

Services:

Terracon Rep:

Reported To:

Contractor:

Report Distribution

Started:

Finished:

Lunch/Nonchargeable:

(2) Bartlett & West Engineers Inc

Reviewed by: _____

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



MEMORANDUM

DATE: March 29, 2012
TO: County Commissioners
Douglas County, Kansas
FROM: Greg Vahrenberg
RE: Summary of Proposed Bond Refinancing

Douglas County, Kansas has an opportunity to capture a savings through the refinancing of a portion of the outstanding General Obligation Bonds. These outstanding bonds have interest rates that are currently higher than the rates for a general obligation bond issue. The County can issue General Obligation Refunding Bonds at a lower interest rate and use the proceeds of the Bonds to redeem and pay certain outstanding bonds which, in turn, generates a savings for the County.

Summary of Outstanding General Obligation Bonds

The County currently has several outstanding bond issues which may be candidates for refinancing. The bond issues which we are recommending to be refinanced are as follows:

| Series | Outstanding Principal | Principal Payment Dates | Interest Rates | Redemption Date |
|----------------|------------------------------|--------------------------------|-----------------------|------------------------|
| 2003-A | \$6,140,000 | 2013 – 2016 | 3.45% - 3.75% | August 1, 2012 |
| 2003-B | 285,000 | 2013 – 2014 | 3.45% - 3.50% | September 1, 2012 |
| 2005-A | 255,000 | 2013 – 2015 | 3.30% - 3.50% | September 1, 2012 |
| 2001-A Taxable | 230,000 | 2017 - 2021 | 6.75% - 7.00% | April 1, 2012 |
| 2004-A | 5,560,000 | 2014 - 2019 | 3.50% - 5.00% | August 1, 2013 |

Proposed Refinancing of Bonds

We have recommended that the County consider a refinancing of these outstanding bonds. The savings to the County from this proposed refinancing is currently estimated to be \$760,537. This savings is net of all costs and is the actual amount that the County will save over the life of the bond issue. In addition, the combined average interest rate on the outstanding bonds is 4.2%. The estimated combined average interest rate on the new General Obligation Refunding Bonds would be approximately 1.5% , which represents a reduction in the interest rate for the County of 2.7%.

Proposed Schedule for Refinancing

Should the County Commission desire to proceed with this refinancing, we would move forward quickly to complete the offering of the bonds and determine the final savings. The first step in the process is to receive permission from the County Commission to move forward with the preparation of the paperwork related to the refinancing and be in a position to bring the final savings back to the County Commission for consideration. This permission to begin working on the issue would be granted through the adoption of an authorizing resolution.

Once we receive permission to move forward with the refinancing, we would then schedule the offering of the bonds to occur on or before April 28, 2012. We would coordinate the assignment of a bond rating and the printing of the offering memorandum for the issue. The bonds would be sold to investors and the final savings would be determined. We would then present the final savings to the County Commission for consideration at the meeting on April 28, 2012. If the savings is acceptable, the County Commission would adopt the resolution for the refunding bond issue which would lock-in the final savings and the interest rates would not change.

Estimated Savings

It is important to note that the estimated savings on this refinancing is subject to change until the bonds are sold and the new interest rates are determined. If interest rates should increase to a level that it would not make sense to proceed, we would simply recommend that the County delay the offering of the bonds until a later date. We would only proceed with the offering of the bonds if we were in a position to lock-in an acceptable level of savings for the County.

Method of Sale

There are two primary options for selling municipal bonds. The first approach would be to use a negotiated sale. Once we have prepared the information related to the bond issue and are in a position to proceed, we can determine if interest rates are favorable and if an acceptable level of savings can be achieved. Once the issue is ready to be sold, we would utilize our sales force to contact investors and offer the bonds. This process provides a higher level of flexibility in regards to the timing of the offering of the bonds. If interest rates increase, then we would simply delay the issue until a more favorable day. The other approach to selling bonds would be to use a competitive sale for which we would schedule a sale date which is usually 2-3 weeks in the future. The bonds would be sold to banks or brokerage firms and bids for the bonds would be received on the scheduled sale date. This approach provides less flexibility in regards to moving the sale date. Our recommendation for a refinancing is to use the negotiated sale given the flexibility it provides regarding the timing of the offering of the bonds. This is especially important on a refinancing when the goal of the issuance of the bonds is to capture a savings. In addition, this is the approach we have used on recent bond issues for the County and nearly all of the County's outstanding bonds.

I hope this summary is helpful. Please let me know if you have any questions or need any additional information. As always, we appreciate having the opportunity to work with the County.

Douglas County, Kansas
General Obligation Refunding Bonds
Series 2012-A

CALENDAR OF EVENTS DATED MARCH 23, 2012

| DATE | EVENT |
|--|---|
| April 4, 2012 | County Commission Meeting Discuss proposed Bond Refunding and Process for Completing Refinancing |
| April 11, 2012 | County Commission Meeting County adopts Authorizing Resolution for the Refunding Bonds |
| April 12, 2012 | Distribute draft of Preliminary Official Statement. |
| April 13, 2012 | Distribute draft of Bond Resolution and Legal Documents. |
| April 13, 2012 | Submit Rating Request to the Rating Agency. |
| April 20, 2012 | Rating released by the Rating Agency |
| April 21, 2012 | Print and Distribute Preliminary Official Statement |
| April 28, 2012 | Bond Offering – Determine Final Interest Rates and Savings |
| April 28, 2012 | County Commission Meeting Present Final Savings to the County Commissioners. County adopts Resolution for the Refunding Bonds |
| April 29, 2012 – May 14, 2012 | Print the Final Official Statement. Submit Transcript to Attorney General. Prepare Closing Memorandum. |
| May 15, 2012 | Closing of Bond Issue. |
| Thereafter | Attend to any post-closing matters. |

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Health Insurance Stop Loss Coverage

DATE: March 30, 2012

Each year, requests for proposals for reinsurance coverage are solicited from various companies. This year we received quotes from four companies. There was a wide variety of difference between the quotes from a 27.69% increase to an 8.68% decrease from our current rate. Our current carrier is ING and they initially submitted a quote with a 17.95% increase. In an unusual move, ING revised their quote. The revised quote from ING is below, as well as the quote from the low bidder.

| | ING CURRENT | ING RENEWAL | HUMANA |
|-------------------------------------|---|---|---|
| Specific Stop Loss Level | \$175,000 | \$175,000 | \$175,000 |
| Aggregating specific | \$50,000 | \$50,000 | \$50,000 |
| Specific Cost | \$26.59 Employee only \$71.75 Family | \$28.45 Employee only \$76.77 Family | \$25.68 Employee only \$62.92 Family |
| TOTAL MONTHLY COST, Combined | \$32,556 | \$34,709 | \$29,729 |
| TOTAL ANNUAL COST, combined | \$390,675 | \$416,505 | \$356,750 |
| Difference from current | | \$25,830 | -\$33,925 |
| Percentage difference | | 6.61% | -8.68% |

We are recommending that the stop loss specific remain at \$175,000, with a continued \$50,000 aggregate specific.

When deciding to switch stop loss providers, a number of factors need to be considered. Douglas County has been with ING for a number of years, and we have an excellent relationship with the company. We discussed changing carriers last year, and decided against it. The quote from Humana this year is different than the quote received from a different firm last year and rejected. Humana has an excellent reputation in the industry and has not “lasered” any of our current claims. The reduction from our current rate is significant enough that is worth considering a move. While it is likely that Humana would increase our rate in a future year, the advantage of the discount this year put us a head. The industry has been seeing 10-12% increases a year on this coverage.

Humana has over \$52 million in business with over 100 employer groups. This is a substantial part of the Humana’s business line and they have a long term commitment to the stop loss coverage market. Humana is familiar with FMH CoreSource our Third Party Administrator which should make reporting and claim

processing easy. The underwriter responsible for this quote will be a part of the renewal process which should provide some continuity. Humana renewals are based on a combination of our claim's experience, manual rates, their total business and potential demographic changes. This means that they look at a variety of factors instead of just standard industry increase rates.

In summary, we anticipate an excellent relationship with Humana and the savings of their proposal are significant enough to warrant a change in providers.

RECOMMENDED MOTION

The Health Insurance Committee recommends that the Stop Loss Insurance proposal from Humana be accepted.

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: 2012-2013 Health Insurance Update

DATE: March 30, 2012

Attached are several documents related to the Health Insurance update. The information presented on April 4th is for your consideration and for discussion purposes. I will present a formal recommendation for approval on April 11th.

The Health Insurance Committee had three meetings over the last several months to review how our plan is structured and how it deal with significant cost increases. We started with an overview of self-insurance and discussed a variety of cost sharing scenarios. We also discussed wellness initiatives and we will be discussing more options in that area with Commissioners soon.

The first attachment is entitled "Douglas County Plan Change Options" and is an outline of various plan change options and their impact on the plan. The numbers presented are based off an earlier renewal projection, but they illustrate the process the committee went through when developing their recommendations.

The second attachment is entitled "Douglas County 2012-2013 Medical/Dental/Rx Projections" and is the latest plan renewal estimate that we will use to set estimated premium equivalents. The second page of this attachment outlines at 6.9% increase. Staff had been using an estimate for planning purposes of 10%. The decrease in the estimated increase is the result of the savings from switching stop loss carriers and the addition of the passive Delta Dental Network. At the meeting on Wednesday, I will go into additional detail on the renewal projection and the impact of the stop loss carrier change and the addition of the Delta Dental Network.

The third attachment is entitled "Douglas County Plan Change Options" and outlines two different plan change options considered by the Health Insurance Committee and their impact on the plan.

The fourth attachment is entitled "Douglas County Cost Sharing Scenarios" and illustrates three different scenarios for setting premium equivalents. I will go into each scenario in detail in the meeting. The first scenario illustrates the impact if the County as the employer (ER) absorbs the full cost of the plan increase. The second option, labeled Option 6, illustrates the impact on Employer (ER) and Employee (EE) rates if Option B for plan/benefit changes is put into place. The third option is the recommendation from the

Health Insurance Committee and staff and puts Option C plan/ benefits changes in place and has an impact on premium equivalents as well.

I will present each of these attachments in detail to the Commission and be available for questions. We also have sufficient time in our renewal schedule that if Commission would like to see additional scenarios prepared that we have time to do that. Please let me know if you have any questions or concerns before the meeting.

**Douglas County
Plan Change Options
Presented February 29, 2012**

June 2012 Plan Year

| | Projected 6/2012 Plan Year Claims | Projected 6/2012 Plan Year Claims Factors | # of Participating Employees |
|--------------------|---|---|---------------------------------|
| MEDICAL | \$5,034,946 | \$686.71 | 611 |
| PRESCRIPTION DRUGS | \$1,301,107 | \$177.46 | 611 |
| Total | \$6,336,053 | \$864.16 | 611 |

| Benefit | Current Benefit | Potential Benefit #1 | Potential Benefit #2 | Potential Benefit #3 | Potential Benefit #4 | Potential Benefit #5 | Potential Benefit #6 |
|---|----------------------------------|----------------------------------|----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|----------------------------------|
| Network Office Visit Copay | \$15.00 | \$20.00 | \$25.00 | \$30.00 | \$15.00 PCP \$30.00 Specialist | \$20.00 PCP \$40.00 Specialist | |
| Decrement | n/a | -0.27% | -0.54% | -0.82% | -0.25% | -0.61% | |
| Projected Medical Claims -12 months | \$5,034,946 | \$5,021,352 | \$5,007,757 | \$4,993,659 | \$5,022,359 | \$5,004,233 | |
| Projected Medical Claims -Claim Factor | \$686.71 | \$684.85 | \$683.00 | \$681.08 | \$684.99 | \$682.52 | |
| Annual Savings | n/a | -\$13,594.35 | -\$27,188.71 | -\$41,286.56 | -\$12,587.37 | -\$30,713.17 | |
| Network Deductible | \$0 | \$100 single \$200 family | \$200 single \$400 family | \$300 single \$600 family | \$400 single \$800 family | | |
| Decrement | n/a | -0.69% | -1.32% | -1.93% | -2.50% | | |
| Projected Medical Claims -12 months | \$5,034,946 | \$5,000,205 | \$4,968,485 | \$4,937,772 | \$4,909,072 | | |
| Projected Medical Claims -Claim Factor | \$686.71 | \$681.97 | \$677.64 | \$673.45 | \$669.54 | | |
| Annual Savings | n/a | -\$34,741 | -\$66,461 | -\$97,174 | -\$125,874 | | |
| Network OOP Max | \$1,300 single \$2,600 family | \$1,500 single \$3,000 family | \$1,600 single \$3,200 family | \$1,700 single \$3,400 family | \$1,800 single \$3,600 family | \$1,900 single \$3,800 family | \$2,000 single \$4,000 family |
| Decrement | n/a | -0.90% | -1.27% | -1.64% | -2.01% | -2.39% | -2.69% |
| Projected Medical Claims -12 months | \$5,034,946 | \$4,989,631 | \$4,971,002 | \$4,952,373 | \$4,933,744 | \$4,914,611 | \$4,899,506 |
| Projected Medical Claims -Claim Factor | \$686.71 | \$680.53 | \$677.99 | \$675.45 | \$672.91 | \$670.30 | \$668.24 |
| Annual Savings | n/a | -\$45,315 | -\$83,944 | -\$82,573 | -\$101,202 | -\$120,335 | -\$135,440 |

**Douglas County
Plan Change Options (cont.)
Presented February 29, 2012**

June 2012 Plan Year

| | Projected 6/2012 Plan Year Claims | Projected 6/2012 Plan Year Claims Factors | # of Participating Employees |
|--------------------|---|---|---------------------------------|
| MEDICAL | \$5,034,946 | \$686.71 | 611 |
| PRESCRIPTION DRUGS | \$1,301,107 | \$177.46 | 611 |
| Total | \$6,336,053 | \$864.16 | 611 |

| Benefit | Current Benefit | Potential Benefit #1 | Potential Benefit #2 | Potential Benefit #3 | Potential Benefit #4 | Potential Benefit #5 | Potential Benefit #6 |
|---|---------------------------------|---------------------------------|---|---|---|-------------------------|-------------------------|
| Coinsurance | 80% / 60% | 80% / 50% | | | | | |
| Decrement | n/a | -0.14% | | | | | |
| Projected Medical Claims -12 months | \$5,034,946 | \$5,027,897 | | | | | |
| Projected Medical Claims -Claim Factor | \$686.71 | \$685.75 | | | | | |
| Annual Savings | n/a | -\$7,049 | | | | | |
| Emergency Room Copay | \$50 Copay, then 80% | \$200 Copay, then 80% | | | | | |
| Decrement | n/a | -0.27% | | | | | |
| Projected Medical Claims -12 months | \$5,034,946 | \$5,021,352 | | | | | |
| Projected Medical Claims -Claim Factor | \$686.71 | \$684.85 | | | | | |
| Annual Savings | n/a | -\$13,594 | | | | | |
| Prescription Drug Copays | \$8.00 Generic \$35.00 Brand | \$8.00 Generic \$40.00 Brand | \$8.00 Generic \$35.00 Preferred Brand \$50.00 Non-Preferred Brand | \$150 Deductible, then \$8.00 Generic \$40.00 Brand | \$8.00 Generic \$35.00 Preferred Brand \$85.00 Specialty Rx | | |
| Decrement | n/a | -1.75% | -2.27% | -7.21% | -0.79% | | |
| Projected Medical Claims -12 months | \$1,301,107 | \$1,278,338 | \$1,271,572 | \$1,207,297 | \$1,290,828 | | |
| Projected Medical Claims -Claim Factor | \$177.46 | \$174.35 | \$173.43 | \$164.66 | \$176.05 | | |
| Annual Savings | n/a | -\$22,769 | -\$29,535 | -\$93,810 | -\$10,279 | | |

2/28/2012 Notes:
*This analysis represents claim dollars only. No fixed costs are included in this analysis.

Willis

Douglas County

2012 - 2013 Medical/Dental/Rx Projection (plan year = 6/1/2012 - 5/31/2013)

FMH / Humana Stop Loss - \$175,000 Specific w/\$50,000 Aggregating Specific

CURRENT BENEFITS + passive Delta Dental Network

Last updated: March 27, 2012

| | Medical | Rx | Dental | TOTAL |
|--|-------------|-------------|-----------|-------------|
| 1. Most Recent Twelve Months of Claims (06/01/11 - 05/31/12) | \$4,530,855 | \$1,195,385 | \$245,519 | \$5,971,758 |
| 2. Remove Large Claims (Over \$175,000) | (\$15,550) | - | - | (\$15,550) |
| 3. Plan Design Adjustment | \$0 | \$0 | \$0 | \$0 |
| 4. Adjusted Twelve Months of Claims (06/01/11 - 05/31/12) | \$4,515,305 | \$1,195,385 | \$245,519 | \$5,956,208 |
| 5. Cumulative Lagged Enrollment | 7,424 | 7,432 | 7,432 | |
| 6. Estimated Current Claim Cost Per Employee Per Month | \$608.20 | \$160.84 | \$33.04 | \$802.08 |
| 7. Annual Trend Assumption* | 11.55% | 10.00% | 6.00% | |
| 8. # of Months from Midpoint of Experience Period to Midpoint of Plan Year | 12 | 12 | 12 | |
| 9. Trend for Midpoint of Experience Period to Midpoint of Plan Year | 11.6% | 10.0% | 6.0% | |
| 10. Trended Claims | \$678.45 | \$176.93 | \$35.02 | \$890.40 |
| 11. Proposed Plan Design Adjustment | 0.0% | 0.0% | 0.0% | |
| 12. Margin | 0.0% | 0.0% | 0.0% | |
| 13. Projected June 2012 Plan Year Claim Cost Per Employee Per Month | \$678.45 | \$176.93 | \$35.02 | \$890.40 |
| 14. Fixed Costs: | | | | |
| 15. Administration Fee*** | \$12.80 | \$7.54 | \$2.25 | |
| 16. Miscellaneous Fees**** | \$2.05 | | | |
| 17. Network Access Fee | \$15.00 | | \$3.85 | |
| 18. Tria Health Fees | | \$6.61 | | |
| 19. Pre-Certification/Utilization Review/Large Case Management*** | \$3.45 | | | |
| 20. Flex and COBRA/HIPAA administration*** | \$0.45 | | | |
| 21. Specific Stop Loss*** | \$44.81 | | | |
| 22. Aggregate Stop Loss*** | \$3.31 | | | |
| 23. HCR Comparative Effectiveness Research PMPY fee | \$0.17 | | | |
| 24. Total June 2012 Plan Year Fixed Cost Per Employee Per Month | \$82.04 | \$14.15 | \$6.10 | \$102.30 |
| 25. Aggregating Specific Corridor (\$50,000 annually) | \$6.75 | | | \$6.75 |
| 26. Projected Total June 2012 Plan Cost Per Employee Per Month | \$767.25 | \$191.08 | \$41.12 | \$999.44 |
| 27. Projected Enrollment for June 2012** | 617 | 617 | 617 | 617 |
| 28. Projected June 2012 Plan Year Total Costs | \$5,680,700 | \$1,414,754 | \$304,434 | \$7,399,888 |
| 29. Projected June 2012 Plan Year Annual Claims | \$5,023,253 | \$1,309,969 | \$259,270 | \$6,592,492 |
| 30. Projected June 2012 Plan Year Annual Fixed Costs | \$657,447 | \$104,784 | \$45,164 | \$807,395 |
| 31. Projected June 2012 Plan Year Annual Costs Per Employee | \$9,207 | \$2,293 | \$493 | \$11,993 |

*Annual Trend from 2011 Willis National Trend Survey.

**Projected Enrollment is Equal to Enrollment as of February 2012.

***Medical Administration fees, Stop Loss and Aggregate Premium based on June 2012 FMH Renewal and 3/23/2012 Humana Final Quote. Prescription Drug Administration fees based on a PEPM of 12 months of administration fees with a 15% increase. COBRA/HIPAA Administration Fees have been estimated and will be updated once the final pricing has been submitted by FMH/CoreSource.

****Miscellaneous Fees include non-network claim negotiation, medical record, and ID card fees.

*****Dental claims have been discounted \$115K based on the savings analysis completed by Delta Dental of Kansas.

A completion factor has been used for March 2012 thru May 2012 claims. This factor was calculated by using 4 years of actual claims experience.

The above exhibit is provided to assist in evaluating your program and estimating plan expenses. The evaluation was performed using data obtained from you and those providing benefits under your plan, including, but not limited to, providers, carriers, insurers and administrators and is unaudited. Due to unknown variables which can exist at the time this projection was performed, Willis cannot and does not guarantee any final outcomes.



Douglas County

June 2012 Estimated Premium Equivalents (plan year = 6/1/2012 - 5/31/2013)

CURRENT BENEFITS + passive Delta Dental Network

Last updated: March 27, 2012

| Plan | Enrolled | 2011-2012 Total Cost | 2012-2013 Total Cost |
|------------------------------|------------|-------------------------|-------------------------|
| Medical / Rx / Dental | | | |
| Employee Only | 300 | \$545.15 | \$583.01 |
| Employee +1 | 153 | \$1,066.20 | \$1,140.25 |
| Family | 164 | \$1,524.01 | \$1,629.85 |
| Total | 617 | \$934.54 | \$999.44 |
| Total Annual Costs | | | |
| | 617 | \$6,919,335 | \$7,399,880 |
| % increase | | | 6.9% |
| \$ increase | | | \$480,545 |

The above exhibit is provided to assist in evaluating your program and estimating plan expenses. The evaluation was performed using data obtained from you and those providing benefits under your plan, including, but not limited to, providers, carriers, insurers and administrators and is unaudited. Due to unknown variables which can exist at the time this projection was performed, Willis cannot and does not guarantee any final outcomes.



Douglas County
Plan Change Options
Presented March 27, 2012

June 2012 Plan Year

| Benefit | Current Benefit | Potential Benefit Option B | Potential Benefit Option C |
|---|----------------------------------|--|--|
| Network Office Visit Copay | \$15.00 | \$25.00 | \$25.00 |
| Network Deductible | \$0 | \$300 single \$600 family | \$0 |
| Network OOP Max (Deductible NOT included in OOP Max) | \$1,300 single \$2,600 family | \$1,800 single \$3,600 family | \$1,800 single \$3,600 family |
| Coinsurance | 80% / 60% | 80% / 50% | 80% / 50% |
| Emergency Room Copay | \$50 Copay, then 80% | \$200 Copay, then 80% | \$200 Copay, then 80% |
| Prescription Drug Copays | \$8.00 Generic \$35.00 Brand | \$8.00 Generic \$35.00 Preferred Brand \$50.00 Non-Preferred Brand | \$8.00 Generic \$35.00 Preferred Brand \$50.00 Non-Preferred Brand |

June 2012 Plan Year

| June 2012 Plan Year | <u>Current Benefits</u> | <u>Plan Options - B</u> | <u>Plan Options - C</u> |
|--|----------------------------------|------------------------------------|------------------------------------|
| | Projected 6/2012 Plan Year Costs | Projected 6/2012 Plan Year Costs | Projected 6/2012 Plan Year Costs |
| MEDICAL | \$5,023,253 | \$4,777,616 | \$4,874,565 |
| PRESCRIPTION DRUGS | \$1,309,969 | \$1,280,233 | \$1,280,233 |
| DENTAL | \$259,270 | \$259,270 | \$259,270 |
| FIXED Costs | \$807,395 | \$807,395 | \$807,395 |
| Total | \$7,399,887 | \$7,124,514 | \$7,221,462 |
| Savings over Current Benefit Projection | | -3.72% -\$275,373 | -2.41% -\$178,425 |

Notes:
Employee count of 617 was used for analysis.

Douglas County Cost Sharing Scenarios
June 1, 2012 Renewal

Last updated: March 27, 2012

| OPTION 1 | Enrolled | June-11 | | | | | June-12 Current Benefits & Cost Sharing | | | | |
|---------------------------|------------|--------------------|--------------------|------------|------------------|--------------|--|--------------------|------------|------------------|--------------|
| | | Total Cost | ER | % | EE | % | Total Cost | ER | % | EE | % |
| EE Only | 300 | \$545.15 | \$515.15 | 94% | \$30.00 | 5.5% | \$583.01 | \$553.01 | 95% | \$30.00 | 5.1% |
| EE+ 1 | 153 | \$1,066.20 | \$879.70 | 83% | \$186.50 | 17.5% | \$1,140.25 | \$953.75 | 84% | \$186.50 | 16.4% |
| EE+Fam | 164 | \$1,524.01 | \$1,266.01 | 83% | \$258.00 | 16.9% | \$1,629.85 | \$1,371.85 | 84% | \$258.00 | 15.8% |
| Total | 617 | \$934.54 | \$805.13 | 86% | \$129.41 | 13.8% | \$999.44 | \$870.03 | 87% | \$129.41 | 12.9% |
| Total Annual Costs | 617 | \$6,919,335 | \$5,961,177 | 86% | \$958,158 | 13.8% | \$7,399,880 | \$6,441,722 | 87% | \$958,158 | 12.9% |
| % increase | | | | | | | 6.9% | 8.1% | 0.0% | | |
| \$ increase | | | | | | | \$480,545 | \$480,545 | \$0 | | |

| OPTION 6 | Enrolled | June-11 | | | | | June-12 Option B Benefit Changes & Increase is Split between EE & ER | | | | |
|---------------------------|------------|--------------------|--------------------|------------|------------------|--------------|---|--------------------|------------|--------------------|--------------|
| | | Total Cost | ER | % | EE | % | Total Cost | ER | % | EE | % |
| EE Only | 300 | \$545.15 | \$515.15 | 94% | \$30.00 | 5.5% | \$561.49 | \$523.32 | 93% | \$38.17 | 6.8% |
| EE+ 1 | 153 | \$1,066.20 | \$879.70 | 83% | \$186.50 | 17.5% | \$1,098.15 | \$895.68 | 82% | \$202.48 | 18.4% |
| EE+Fam | 164 | \$1,524.01 | \$1,266.01 | 83% | \$258.00 | 16.9% | \$1,569.68 | \$1,288.85 | 82% | \$280.84 | 17.9% |
| Total | 617 | \$934.54 | \$805.13 | 86% | \$129.41 | 13.8% | \$962.55 | \$819.13 | 85% | \$143.41 | 14.8% |
| Total Annual Costs | 617 | \$6,919,335 | \$5,961,177 | 86% | \$958,158 | 13.8% | \$7,126,698 | \$6,064,858 | 85% | \$1,061,839 | 14.9% |
| % increase | | | | | | | 3.0% | 1.7% | 10.8% | | |
| \$ increase | | | | | | | \$207,363 | \$103,681 | \$103,681 | | |

| OPTION 7 | Enrolled | June-11 | | | | | June-12 Option C Benefit Changes & Increase is Split between EE & ER | | | | |
|---------------------------|------------|--------------------|--------------------|------------|------------------|--------------|---|--------------------|------------|--------------------|--------------|
| | | Total Cost | ER | % | EE | % | Total Cost | ER | % | EE | % |
| EE Only | 300 | \$545.15 | \$515.15 | 94% | \$30.00 | 5.5% | \$568.95 | \$527.05 | 93% | \$41.90 | 7.4% |
| EE+ 1 | 153 | \$1,066.20 | \$879.70 | 83% | \$186.50 | 17.5% | \$1,112.75 | \$902.98 | 81% | \$209.78 | 18.9% |
| EE+Fam | 164 | \$1,524.01 | \$1,266.01 | 83% | \$258.00 | 16.9% | \$1,590.55 | \$1,299.28 | 82% | \$291.27 | 18.3% |
| Total | 617 | \$934.54 | \$805.13 | 86% | \$129.41 | 13.8% | \$975.34 | \$825.53 | 85% | \$149.81 | 15.4% |
| Total Annual Costs | 617 | \$6,919,335 | \$5,961,177 | 86% | \$958,158 | 13.8% | \$7,221,431 | \$6,112,225 | 85% | \$1,109,206 | 15.4% |
| % increase | | | | | | | 4.4% | 2.5% | 15.8% | | |
| \$ increase | | | | | | | \$302,097 | \$151,048 | \$151,048 | | |

