

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, APRIL 25, 2012

4:00 p.m.

-Convene

-Consider approval of a proclamation declaring May 2012 as Bike Month (Chad Foster and Lisa Hallberg)

-Consider approval of the minutes for February 22, 2012.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Review and approve 2013 Douglas County Community Corrections Comp Plan (Deborah Ferguson);
- (c) Consent Agenda acceptance of the low bid from Van Diest for 800 gallons of 2,4-D Amine at \$12.79/gallon.(Terese Gorman);
- (d) Consider awarding contract for Project No. 2012-8 to the low bid from Sunflower Paving in the amount of \$512,856.55 for Route 442 to mill, patch, overlay and pave shoulders through Eudora (Terese Gorman);
- (e) Consider approval to authorize the Sheriff to complete the purchase of three 2013 Ford Police Interceptor sedans, three 2013 Ford Police Interceptor utility vehicles and one 2012 Ford Explorer, and one 2012 Ford E-350 cargo van in the amount of \$196,150 using the MACPP joint vehicle bid.(Ken McGovern);
- (f) Consider awarding contract for Project No. 2012-7, pavement marking services, to Midwest Striping in the amount of \$148,326.20.(Terese Gorman);
- (g) Consider approving the purchase of one compact utility vehicle and one ½ ton pickup truck from Shawnee Mission Ford in the amount of \$47,895 for Public Works (Doug Stephens/Jackie Waggoner);
- (h) Consider waiving the formal bidding process and authorize staff to access the HGAC contracts with Heritage Tractor for a tractor mower in the amount of \$23,104.60 for Public Works (Doug Stephens/Jackie Waggoner);
- (i) Consider approval to increase the copier equipment lease by \$7,443 for devices in the Register of Deeds and Community Corrections (Jackie Waggoner);
- (j) Consider authorization to switch food contracts to Premier with U.S. Food Services for all food categories (except bread), and switching dairy contract on October 1, 2012. (Jackie Waggoner); and
- (k) Consider approval of consent for the City of Lawrence to annex approximately 146 acres, plus adjacent rights-of-way, located generally at the northwest corner of Highway 40 and K-10 Highway (Toni Wheeler)

REGULAR AGENDA

- (2) Food Policy Council presentation: 2012 Work plan for the Council (Eileen Horn)
- (3) Consider awarding contract to Sunflower Paving in the amount of \$513,102.10 for Project No. 2012-6, pavement rehabilitation on Route 1057 from Route 460 to Route 458, and on Route 460 from Route 1057 to E 2000 Road
- (4) Consider Text Amendment TA-08-11-11 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.)
- (5) Discuss alternatives for non-preference tow policies. (Caitlin Stene)

- (6) 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
- (7) Adjourn

WEDNESDAY, MAY 2, 2012 - cancelled

WEDNESDAY, MAY 9, 2012

6:35 p.m.

- 1) Public hearing to accept comment about the possible extension of road;
- 2) Consider resolution extending the road (Michael Kelly)

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.*



Office of the County Commission

PROCLAMATION

For Douglas County, Kansas

- WHEREAS:** For more than a century, the bicycle has been an important part of the lives of most Americans; and
- WHEREAS:** Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and a high quality family recreational activity; and
- WHEREAS:** Douglas County seeks to form and foster partnerships with bicyclists and incorporate bicycling as a part of the multi-modal regional transportation system designed to serve all Douglas County residents regardless of their travel mode choice; and
- WHEREAS:** The education of cyclists and motorists as to the proper and safe operation of bicycles and motor vehicles is important to ensure the safety and comfort of all roadway and path users; and
- WHEREAS:** Douglas County seeks to encourage symbiotic partnerships with organizations to promote bicycle awareness and education through the efforts of the Lawrence-Douglas County Bicycle Advisory Committee and other groups; and
- WHEREAS:** The League of American Bicyclists and independent cyclists throughout Kansas are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and
- WHEREAS:** The League of American Bicyclists has designated May as National Bike Month; and
- WHEREAS:** The Lawrence-Douglas County Bicycle Advisory Committee has requested that the Douglas County Commission proclaim the month of May 2012 as Bike Month.

NOW, THEREFORE, Be it proclaimed by the Board of County Commissioners of Douglas County, Kansas, that the month of May 2012 be recognized as **"BIKE MONTH"** and also proclaim the week of May 14-18, 2012 as **"Bike-To-Work Week"** in Douglas County, Kansas.

ADOPTED this 25th day of April, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member

Robert W. Fairchild, Chief Judge

Sally D. Pokorny, Judge

Kay Huff, Judge

Michael J. Malone, Judge

Paula B. Martin, Judge

Peggy C. Kittel, Judge

James T. George, Pro Tem Judge

DOUGLAS COUNTY DISTRICT COURT
Seventh Judicial District
Judicial Center, 111 E. 11th St., Unit #3
Lawrence, Kansas 66044-2966



Linda Koester-Vogelsang
Court Administrator, 785-832-5264

Douglas A. Hamilton
Clerk of the District Court, 785-832-5333

Michelle Roberts
Chief Court Services Officer, 785-832-5218

Deborah Ferguson
Community Corrections Director, 785-832-5220

Katy Nitcher
Court Trustee, 785-832-5315

Heather Krase-Minnick
Citizen Review Board Director, 785-832-5219

DOUGLAS COUNTY COMMUNITY CORRECTIONS

TO: Douglas County Commission
FROM: Deborah L. Ferguson, Director
REF: FY 2013 Comprehensive Plan/Budget
DATE: April 18, 2012
CC: Craig Weinaug

Attached you will find the FY2013 Comprehensive Plan/Budget. We would like to point out some highlights of FY2013:

Budget

- We were required to complete a Current Allocation budget (what funding is needed to keep our doors open) and Actual Operations budget (what funding we would like to have).
- Cost to run our program and maintain current staff: **\$598,201.95.**
- Current Allocation budget must not total more than our FY2012 Grant Award, which was \$450,000. Should we receive the same amount from FY 2012, we will be forced to eliminate our surveillance program, and reduce an ISO I/II position to part-time.
- KDOC has made available \$200,205.69 from FY2011 grant funds to all CC state agencies. We are applying for unexpended funds to maintain current personnel, purchase of bus passes and incentives, and replacing our current radio system. These funds are not guaranteed.

Comp Plan

- During Fiscal Year (FY) 2011, our agency received 224 total offender referrals to include Court assignments and courtesy transfer referrals. Of the total referrals, 34 offenders were not assigned to our program.

- As of April 1, 2012 (FY 2012) our agency has received 185 offender referrals with 26 of the offenders pending assignment to Community Corrections and 15 were not assigned.
- Our agency ADP increased considerably between December 2011 (161.2) and March 2012 (191.9).
- Our agency has begun implementing a mentoring program and a cognitive skills class for high-risk offenders.
- Our agency has added a quality assurance piece to the program.

Agency Summary of Programmatic Changes and Significant Events

- We have four radios, two car units and two portable units, needing replaced. The anticipated cost to our agency is approximately \$14,000.00.
- Thus far during FY 2012, our agency had approximately 30 presumptive prison cases assigned to our program by the Court or acceptance of courtesy transfers from other community corrections agencies.

Need Statement (Statement of the Problem)

- According to FY 2011 data our agency had a 71% offender success rate.
- As of March 31, 2012 our agency has a 71% offender success rate.
- There were several challenges that our agency faced, to include the number of assignments to our program, internal services not completely implemented as scheduled and limited time and staff that contributed to the lower success rate of offenders in our program.
- Our agency's prominent areas of risk and need for moderate/high-risk offenders are the following domains: Education/Employment, Alcohol/Drug, and Companions with Family/Marital and Attitudes/Orientation Domains following closely behind.
- Chart on page 3 shows significant differences between the successful probation population and the population of probationers revoked.
- Our agency also found that Leisure/Recreation was another prominent area of risk and need for all moderate/high-risk offenders. Chart on page 4.

Current Resources

- Attending Evidence Based trainings will continue to be an integral part of our program.
- Incentives program has been implemented.
- Mentoring program is close to being implemented. Training manual has been completed and we are currently reviewing for any last details.
- We will be partnering with Lawrence office of State Parole to begin our cognitive skills classes, with the first class in May 2012.
- Our agency is fortunate to have a full-time Community Service Work Coordinator.
- We have received new units, SCRAMx, from Alcohol Monitoring Systems (AMS) that monitor alcohol and house arrest.
- In regard to outside programming, we collaborate with treatment providers on a regular basis.
- Our agency among other agencies is currently working with the Douglas County Jail regarding helping Community Corrections probationers re-integrate into the community.

Gaps between Current Practice and Integrated Model

- Our agency has identified 4 Gaps:
 - The process in Case Plan development has been difficult for ISOs
 - Staff continues to utilize cognitive skills throughout supervision; however, there are no sustained in house programs.
 - Currently staff does not practice new skills with offenders during office visits, on a consistent basis.
 - Although on-going contact with the offender's pro-social influences may be identified through the LSI-R interview and/or through case supervision, interacting with this group is not a formal practice in our agency but needs to be.

Program Strategy and Design

- We are currently working with KDOC trainers in order to facilitate Case Plan training.
- It is a goal of our agency to have implemented a cognitive skills group.
- During the next fiscal year, our agency will monitor ISO/offender interaction to ensure ISOs are utilizing skill practice during office visits.
- Our agency will implement a mentoring program during FY2013 in order to provide an additional resource for medium to high-risk offenders.
- Our proposal targets the reduction and specialization of ISO caseloads by channeling medium and high-risk offenders, along with sex offenders identified as a high risk to recidivate via the Static 99, into two smaller, shorter-term (3-9 months) caseloads.

Monitoring and Evaluation

Listed below are our agency goals for FY 2013:

Goal 1	Increase the percentage of probationers successfully completing Community Corrections supervision.		
	Objective 1	Achieve and maintain a supervision success rate of at least 75% or improving such rate by at least 3% each year.	
		Evaluation/Data Component:	Review TOADS Court Case Information data quarterly.
Goal 2	By June 30, 2013 ISOs will be consistent in writing effective Case Plans.		
	Objective 1	KDOC will provide effective Case Plan refresher training by September, 2012.	
	Objective 2	Supervisors will select random Case Plans for review on a monthly basis and provide feedback.	
Goal 3	Begin re-facilitating cognitive groups on a consistent basis by June 30, 2013.		
	Objective 1	Collaborate with Lawrence State Parole office by May 2012 to ensure the program is in place.	
	Objective 2	Explain the referral process to ISOs by May 2012.	
		Evaluation/Data Component:	Review the referral log once a month for placement of potential participants in the program.
		Evaluation/Data Component:	Update the referral log following each session to obtain data on successful/unsuccessful terminations.
Goal 4	Advance our Quality Assurance component to include completing file audits and observing office visits between ISOs and the offenders on a consistent basis by June 30, 2013.		
	Objective 1:	Supervisors will begin consistently ensuring ISOs are utilizing skills learned from trainings during their supervision of offenders by June	

		30, 2013.	
		Evaluation Component:	Supervisors will randomly monitor interaction between the ISO/offender via recorded office visits once per month.
Goal 5	By June 30, 2013 ISOs will be more effective in utilizing positive associations in offender case plans and during office contacts.		
	Objective 1	Finalize the mentoring program by September 1, 2012.	
	Objective 2	Review mentor training manual to include referral forms with staff by October 1, 2012.	
	Objective 4	Solicit and interview mentors by October 1, 2012.	
	Objective 3	Review referral procedure with staff by November 1, 2012.	
	Objective 5	Begin orientation with mentors by January 1, 2013.	
		Evaluation/Data Component:	Review referral log quarterly to obtain data on successful/unsuccessful completions.
		Evaluation/Data Component:	Obtain data from LSIR Performance Report to review if domain scores are decreasing in the areas of Leisure/Recreation, Education/Employment, Companions, Family/Marital, and Attitudes/Orientations.

**FY 2013
PERSONNEL BUDGET NARRATIVE**

AGENCY NAME

Both budgets are required

Please attach a Budget Summary to this document

TOTAL PERSONNEL

446,478.47	578,401.95
Current	Actual
Allocation	Operations

PERSONNEL SECTION

1A ADMIN PERSONNEL

Enter Changed Amount

Name	FTE	New Staff	Salary Detail	Salary	CC percent	Subtotal			
Deborah Ferguson	75%		75% Administration	43,057.20	100.00%	43,057.20	43,057.20	0.00	
Steve Willis	25%		25% Administration	5,253.69	100.00%	5,253.69	5,253.69	5,806.71	
Dee Jerome	100%		100% Administration	32,988.80	100.00%	32,988.80	32,988.80	0.00	
TOTAL SALARY							81,299.69	87,106.40	

Name	Benefits Detail	Salary etc	CC percent	Subtotal	Name Total		
Deborah Ferguson		43,057.20			22,150.11	22,150.11	
	FICA Social Security	43,057.20	6.20%	2,669.55			
	FICA Medicare	43,057.20	1.45%	624.33			
	KPERS (Retirement Benefits)	43,057.20	8.94%	3,849.31			
	State Unemployment	43,057.20	0.58%	249.73			
	State Workman's Comp	43,057.20	4.63%	1,993.55			
	Health Insurance	12,013.64	75.00%	12,013.64			
	Life Insurance	0.00	100.00%	0.00			
	Longevity	1,000.00	75.00%	750.00			
	(Please Specify)	0.00	100.00%	0.00			
Steve Willis		5,253.69			2,936.31	2,936.31	
	FICA Social Security	5,253.69	6.20%	325.73			
	FICA Medicare	5,253.69	1.45%	76.18			
	KPERS (Retirement Benefits)	5,253.69	8.94%	469.68			
	State Unemployment	5,253.69	0.58%	30.47			
	State Workman's Comp	5,253.69	4.63%	243.25			
	Health Insurance	1,629.46	25.00%	1,791.00			
	Life Insurance	0.00	100.00%	0.00			
	Longevity	0.00	100.00%	0.00			
	(Please Specify)	0.00	100.00%	0.00			
Dee Jerome		32,988.80			18,147.06	18,147.06	
	FICA Social Security	32,988.80	6.20%	2,045.31			
	FICA Medicare	32,988.80	1.45%	478.34			
	KPERS (Retirement Benefits)	32,988.80	8.94%	2,949.20			
	State Unemployment	32,988.80	0.58%	191.34			
	State Workman's Comp	32,988.80	0.31%	102.27			

FY 2013

PERSONNEL BUDGET NARRATIVE

AGENCY NAME

			Health Insurance	11,130.60	100.00%	11,130.60		
			Life Insurance	0.00	100.00%	0.00		
			Longevity (50 x 25 years)	1,250.00	100.00%	1,250.00		
			(Please Specify)	0.00	100.00%	0.00		
TOTAL BENEFITS							43,233.48	43,233.48
1A	TOTAL ADMIN PERSONNEL						124,533.17	130,339.88

FY 2013

PERSONNEL BUDGET NARRATIVE

AGENCY NAME

Personnel Category Comments: Director - 75% Admin & 25% AISP; ISO II - part-time (19 hrs/week) @ 25% Admin & 75% AISP; Secretary - 100%. Current Allocation takes into account FY13 yearly longevity bonus and step increase for the Director and longevity bonus for the Secretary. ISO II is not eligible. In addition, county insurance is anticipated to increase with estimates as of 6/1/12. Taxes are estimates 7/1/12 - 6/30/13.

1B AISP PERSONNEL

Enter Changed Amount

Name	FTE	New Staff	Salary Detail	Salary	CC percent	Subtotal		
Deborah Ferguson	25%		Director 25%	14,352.40	100.00%	14,352.40	14,352.40	0.00
Steve Willis	75%		ISO II 75%	15,761.07	100.00%	15,761.07	15,761.07	17,420.13
Barry Urbanek	100%		ISO I	46,384.00	100.00%	46,384.00	46,384.00	0.00
Craig Eddis	100%		ISO I	46,384.00	100.00%	46,384.00	46,384.00	0.00
Claudia Fisher	50%		ISO I	21,569.60	100.00%	21,569.60	21,569.60	21,569.60
John Swinford	100%		ISO I	43,139.20	100.00%	43,139.20	43,139.20	0.00
Wendy Hugeback	100%		ISO I	43,139.20	100.00%	43,139.20	43,139.20	0.00
John Carlson	45%		Surveillance	0.00	100.00%	0.00	0.00	16,389.36
Jim White	45%		Surveillance	0.00	100.00%	0.00	0.00	16,389.36

TOTAL SALARY

230,729.47

302,497.92

Name	Benefits Detail	Salary etc.	CC percent	Subtotal	Name total	
Deborah Ferguson		14,352.40			7,383.36	7,383.36
	FICA Social Security	14,352.40	6.20%	889.85		
	FICA Medicare	14,352.40	1.45%	208.11		
	KPERS (Retirement Benefits)	14,352.40	8.94%	1,283.10		
	State Unemployment	14,352.40	0.58%	83.24		
	State Workman's Comp	14,352.40	4.63%	664.52		
	Health Insurance	4,004.54	25.00%	4,004.54		
	Life Insurance	0.00	100.00%	0.00		
	Longevity (50 x 20 years)	1,000.00	25.00%	250.00		
	(Please Specify)	0.00	100.00%	0.00		
Steve Willis		15,761.07			8,324.30	8,324.30
	FICA Social Security	15,761.07	6.20%	977.19		
	FICA Medicare	15,761.07	1.45%	228.54		
	KPERS (Retirement Benefits)	15,761.07	8.94%	1,409.04		
	State Unemployment	15,761.07	0.58%	91.41		
	State Workman's Comp	15,761.07	4.63%	729.74		
	Health Insurance	4,888.38	75.00%	4,888.38		
	Life Insurance	0.00	100.00%	0.00		
	Longevity	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
Barry Urbanek		46,384.00			17,879.56	17,879.56

FY 2013

PERSONNEL BUDGET NARRATIVE

AGENCY NAME

		FICA Social Security	46,384.00	6.20%	2,875.81		
		FICA Medicare	46,384.00	1.45%	672.57		
		KPERS (Retirement Benefits)	46,384.00	8.94%	4,146.73		
		State Unemployment	46,384.00	0.58%	269.03		
		State Workman's Comp	46,384.00	4.63%	2,147.58		
		Health Insurance	6,517.84	100.00%	6,517.84		
		Life Insurance	0.00	100.00%	0.00		
		Longevity (50 x 25 years)	1,250.00	100.00%	1,250.00		
		(Please Specify)	0.00	100.00%	0.00		
Craig Eddis			46,384.00			26,929.91	26,929.91
		FICA Social Security	46,384.00	6.20%	2,875.81		
		FICA Medicare	46,384.00	1.45%	672.57		
		KPERS (Retirement Benefits)	46,384.00	8.94%	4,146.73		
		State Unemployment	46,384.00	0.58%	269.03		
		State Workman's Comp	46,384.00	4.63%	2,147.58		
		Health Insurance	16,018.19	100.00%	16,018.19		
		Life Insurance	0.00	100.00%	0.00		
		Longevity (50 x 16 years)	800.00	100.00%	800.00		
		(Please Specify)	0.00	100.00%	0.00		
Claudia Fisher			21,569.60			4,702.17	4,702.17
		FICA Social Security	21,569.60	6.20%	1,337.32		
		FICA Medicare	21,569.60	1.45%	312.76		
		KPERS (Retirement Benefits)	21,569.60	8.94%	1,928.32		
		State Unemployment	21,569.60	0.58%	125.10		
		State Workman's Comp	21,569.60	4.63%	998.67		
		Health Insurance	0.00	100.00%	0.00		
		Life Insurance	0.00	100.00%	0.00		
		Longevity	0.00	100.00%	0.00		
		(Please Specify)	0.00	100.00%	0.00		
							21,569.60

FY 2013

PERSONNEL BUDGET NARRATIVE

AGENCY NAME

John Swinford			43,139.20			15,932.19	15,932.19	
		FICA Social Security	43,139.20	6.20%	2,676.63			
		FICA Medicare	43,139.20	1.45%	627.52			
		KPERS (Retirement Benefits)	43,139.20	8.94%	3,858.64			
		State Unemployment	43,139.20	0.58%	252.21			
		State Workman's Comp	43,139.20	4.63%	1,999.34			
		Health Insurance	6,517.84	100.00%	6,517.84			
		Life Insurance	0.00	100.00%	0.00			
		Longevity	0.00	100.00%	0.00			
		(Please Specify)	0.00	100.00%	0.00			
Wendy Hugeback			43,139.20			10,064.35	10,064.35	
		FICA Social Security	43,139.20	6.20%	2,676.63			
		FICA Medicare	43,139.20	1.45%	627.52			
		KPERS (Retirement Benefits)	43,139.20	8.94%	3,858.64			
		State Unemployment	43,139.20	0.58%	252.21			
		State Workman's Comp	43,139.20	4.63%	1,999.34			
		Health Insurance	0.00	100.00%	0.00			
		Life Insurance	0.00	100.00%	0.00			
		Longevity (50 x 13 years)	650.00	100.00%	650.00			
		(Please Specify)	0.00	100.00%	0.00			
John Carlson			0.00			0.00	0.00	16,389.36
		FICA Social Security	0.00	6.20%	0.00			
		FICA Medicare	0.00	1.45%	0.00			
		KPERS (Retirement Benefits)	0.00	8.94%	0.00			
		State Unemployment	0.00	0.58%	0.00			
		State Workman's Comp	0.00	4.63%	0.00			
		Health Insurance	0.00	100.00%	0.00			
		Life Insurance	0.00	100.00%	0.00			
		Longevity	0.00	100.00%	0.00			
		(Please Specify)	0.00	100.00%	0.00			
Jim White			0.00			0.00	0.00	16,389.36
		FICA Social Security	0.00	6.20%	0.00			
		FICA Medicare	0.00	1.45%	0.00			
		KPERS (Retirement Benefits)	0.00	8.94%	0.00			
		State Unemployment	0.00	0.58%	0.00			
		State Workman's Comp	0.00	4.63%	0.00			
		Health Insurance	0.00	100.00%	0.00			
		Life Insurance	0.00	100.00%	0.00			
		Longevity	0.00	100.00%	0.00			
		(Please Specify)	0.00	100.00%	0.00			
TOTAL BENEFITS						91,215.83	145,564.15	
1B TOTAL AISP PERSONNEL						321,945.30	448,062.07	

FY 2013

PERSONNEL BUDGET NARRATIVE

AGENCY NAME

Personnel Category Comments: Current budget - surveillance program removed (2 officers) @ \$16,389.39 x 2 = \$32,778.72. Reduced a full-time ISO position (\$43,139.20) to part-time position (\$21,569). Reduce the ISO II from full-time (\$44,241.60) to part-time (\$21,014.76). Our goal is to maintain current staff and in the Actual Operations column we would like to maintain the surveillance program & full-time ISO/ISO II positions. All figures take into account increase

TOTAL PERSONNEL SECTION

446,478.47

578,401.95

**FY 2013
NON-PERSONNEL BUDGET NARRATIVE
AGENCY NAME**

Both budgets are required

Please attach a Budget Summary to this document

TOTAL NON-PERSONNEL

3,521.53	49,500.00
Current	Actual
Allocation	Operations

AGENCY OPERATIONS SECTION

2A TRAVEL CATEGORY	Details	CC	percent	Subtotal		Enter Changed Amount
Expenses during essential travel		100.00	100.00%	100.00	100.00	400.00
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
2A TOTAL TRAVEL CATEGORY					100.00	500.00

Travel Category Comments: Due to budget constraints out of town travel will be limited to essentials, including four Community Corrections Director's meetings. Actual Operations includes any required KDOC out of town travel. The county now pays for daily gas and maintenance expenses for regular operations.

2B TRAINING	Details	CC	percent	Subtotal		Enter Changed Amount
Work related training		100.00	100.00%	100.00	100.00	400.00
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
2B TOTAL TRAINING CATEGORY					100.00	500.00

Training Category Comments: Due to budget constraints we are essentially eliminating training that is not free. The budgeted amount will be for unforeseen mandated KDOC training and any agency wide training that will be beneficial to enhance ISOs skills in providing community based supervision and public safety.

2C COMMUNICATION	Details	CC	percent	Subtotal		Enter Changed Amount
Cell Phone Expenses		1,746.53	100.00%	1,746.53	1,746.53	253.47
Radios			100.00%	0.00	0.00	14,000.00
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
2C TOTAL COMMUNICATION CATEGORY					1,746.53	16,000.00

Communication Category Comments: We were notified that Douglas County Emergency Management will be upgrading the county-wide radio system. We have four radios, two vehicle and two portable. All radios are extremely important for safety reasons while completing field work.

2D TOTAL EQUIPMENT	Details	CC	percent	Subtotal		Enter Changed Amount
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
		0.00	100.00%	0.00	0.00	
2D TOTAL EQUIPMENT CATEGORY					0.00	0.00

FY 2013

NON-PERSONNEL BUDGET NARRATIVE

AGENCY NAME

Equipment Category Comments: We do not anticipate purchasing equipment in FY13.

2E	SUPPLIES/COMMODITIES	Details	CC percent	Subtotal		Enter Changes Amount
	Necessary Supplies		500.00 100.00%	500.00		500.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
2E	TOTAL SUPPLIES/COMMODITIES CATEGORY				500.00	1,000.00

Supplies/Commodities Comments: Current budget includes normal office supplies and postage.

2F	FACILITY	Details	CC percent	Subtotal		Enter Changes Amount
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
2F	TOTAL FACILITY CATEGORY				0.00	0.00

Facility Category Comments: Facility is provided by the county free of charge.

2G	CONTRACTUAL	Details	CC percent	Subtotal		Enter Changes Amount
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
			0.00 100.00%	0.00		0.00
2G	TOTAL CONTRACTUAL CATEGORY				0.00	0.00

Contractual Category Comments:

TOTAL AGENCY OPERATIONS SECTION					2,446.53	18,000.00
--	--	--	--	--	-----------------	------------------

FY 2013		
BUDGET SUMMARY		
DOUGLAS COUNTY COMMUNITY CORRECTIONS		
Please attach a Budget Narrative to this document		
	Current Allocation	Actual Operations
PERSONNEL SECTION		
Cells auto fill-Verify amounts against Narrative		
1A ADMIN PERSONNEL CATEGORY		
Salary	81,299.69	87,106.40
Benefits	43,233.48	43,233.48
1B AISP PERSONNEL CATEGORY		
Salary	230,729.47	302,497.92
Benefits	91,215.83	145,564.15
TOTAL PERSONNEL SECTION	446,478.47	578,401.95
AGENCY OPERATIONS SECTION		
Cells auto fill-Verify amounts against Narrative		
2A TRAVEL CATEGORY	100.00	500.00
2B TRAINING CATEGORY	100.00	500.00
2C COMMUNICATIONS CATEGORY	1,746.53	16,000.00
2D EQUIPMENT CATEGORY	0.00	0.00
2E SUPPLIES/COMMODITIES CATEGORY	500.00	1,000.00
2F FACILITY CATEGORY	0.00	0.00
2G CONTRACTUAL CATEGORY	0.00	0.00
TOTAL AGENCY OPERATIONS SECTION	2,446.53	18,000.00
CONTRACTS/CLIENT SERVICES SECTION		
Cells auto fill-Verify amounts against Narrative		
3A CONTRACTS/CLIENT SERVICES CATEGORY		
Drug Testing Supplies	75.00	300.00
Drug Testing Services	1,000.00	1,500.00
Substance Abuse Evaluations	0.00	0.00
Substance Abuse Treatment	0.00	0.00
Mental Health Evaluations	0.00	0.00
Mental Health Treatment	0.00	0.00
Sex Offender Evaluations	0.00	0.00
Sex Offender Treatment	0.00	0.00
Academic Education Services	0.00	0.00
Vocational Education Services	0.00	0.00
Transportation Assistance	0.00	0.00
Housing Assistance	0.00	0.00
Subsistence	0.00	0.00
Cognitive Skills	0.00	0.00
Client Incentives	0.00	0.00
Electronic Monitoring Services	0.00	0.00
Surveillance Services	0.00	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
TOTAL CONTRACTS/CLIENT SERVICES CATEGORY	1,075.00	1,800.00
TOTAL CONTRACTS/CLIENT SERVICES SECTION	1,075.00	1,800.00
TOTAL NON-RESIDENTIAL FY12 BUDGET SUMMARY	450,000.00	598,201.95

FUNDING CONSIDERATIONS

As of 2/28/11 **As of 2/28/12**
Reported Current Allocation Difference Comments/Explanation of Changes

A. Staffing Levels

INSTRUCTIONS

FTE FTE

AGENCY

Intensive Supervision officers	5.00	5.00	-
Full-time Director	0.25	0.25	-
Part-time ISO II	0.75	0.75	-
			-
Total	<u>6.00</u>	<u>6.00</u>	<u>-</u>

RESIDENTIAL

Residential Case Managers	-	-	-
Correctional Advisors	-	-	-
Senior Case Managers	-	-	-
XXXXXX	-	-	-
XXXXXX	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

FUNDING CONSIDERATIONS

	<u>FY2011 Budget</u>	<u>FY2011 Expended</u>	<u>FY2011 Difference</u>	<u>FY2013 Current Allocation</u>	<u>Comments/Explanation of Changes</u>
B. Administrative Costs					
INSTRUCTIONS					
					Combined Admin/AISP costs together
Salaries	320,467.00	351,374.01	(30,907.01)	312,029.16	FY13 C.A: ISO II to part-time; ISO I to part-time;
Benefits	103,080.00	85,864.35	17,215.65	134,449.31	eliminate surveillance program (2 officers)
Total	423,547.00	437,238.36	(13,691.36)	446,478.47	

C. Funded Contracts Remaining Unused
INSTRUCTIONS

AGENCY

(List the products and/or services the agency purchased on a contractual Basis)

Drug Testing Services	150.00	360.38	(210.38)	75.00
Drug Testing Supplies	1,800.00	1,544.00	256.00	1,000.00
XXXXX	-	-	-	-
XXXXX	-	-	-	-
Total	1,950.00	1,904.38	45.62	1,075.00

RESIDENTIAL

(List the products and/or services the agency purchased on a contractual Basis)

Drug Testing Services	-	-	-	-
Food Services	-	-	-	-
Transportation contract	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

D. Indirect Costs
INSTRUCTIONS

Fixed Indirect Costs

AGENCY

Facility

Rent	47,003.00	10,800.00	36,203.00	-
XXXXX	-	-	-	-
Total	47,003.00	10,800.00	36,203.00	-

FY11 previous CEPO - 1/2 rent to pay salary; no longer charge due to his retirement

FUNDING CONSIDERATIONS

	FY2011	FY2011	FY2011	FY2013
RESIDENTIAL				
Facility				
Rent	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-
Variable Indirect Costs				
AGENCY				
Training				
## Registration	250.00	162.86	87.14	100.00
Lodging	-	-	-	-
Per Diem	-	-	-	-
XXXXX	-	-	-	-
Total	250.00	162.86	87.14	100.00
Communication				
Cell Phones	800.00	1,062.00	(262.00)	1,746.53 4 cell phones/data cards
Land Line	-	-	-	-
Internet	-	-	-	-
XXXXX	-	-	-	-
Total	800.00	1,062.00	(262.00)	1,746.53
Equipment				
Copier Lease Payment	-	-	-	-
Equipment rental/lease	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-
Supplies and Commodities				
Expendable Office Supplies	1,500.00	1,393.68	106.32	500.00
Printing	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
Total	1,500.00	1,393.68	106.32	500.00
Facility				
Utilities	-	-	-	-
Trash Hauling	-	-	-	-

FUNDING CONSIDERATIONS

	FY2011	FY2011	FY2011	FY2013
Buidling Maintenance & Repair	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

RESIDENTIAL

Training				
Registration	-	-	-	-
Lodging	-	-	-	-
Per Diem	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

Communication				
Cell Phones	-	-	-	-
Land Line	-	-	-	-
Internet	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

Equipment				
Equipment Repair	-	-	-	-
Appliances	-	-	-	-
Lawn & Garden	-	-	-	-
Computer	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

Supplies and Commodities				
Expendable Office Supplies	-	-	-	-
Printing	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
XXXXX	-	-	-	-
Total	-	-	-	-

Facility				
Utilities	-	-	-	-
Trash Hauling	-	-	-	-
Buidling Maintenance & Repair	-	-	-	-
XXXXX	-	-	-	-

FUNDING CONSIDERATIONS

XXXXX
XXXXX

	FY2011	FY2011	FY2011	FY2013
	-	-	-	-
	-	-	-	-
Total	-	-	-	-

FUNDING CONSIDERATIONS

E. Client Numbers
INSTRUCTIONS

ADP as of 2/28/12 169.40

Funding Considerations - Caseload Projections

<u>Fiscal</u> <u>Year</u>	<u>Average Daily</u> <u>Population</u>	<u>Percent of</u> <u>Change</u>	<u>Average</u> <u>% Change</u>	<u>Projected</u> <u>Caselaod</u>	<u>Comments/Explanation of Changes</u>
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F. Caseload Projections
INSTRUCTIONS

AGENCY

	2008	209.9			
	2009	182.1	-13.2%		
	2010	183.4	0.7%		
	2011	169.2	-7.7%	-6.8%	
(Projected)	2012	157.8	-6.8%		26.29432

RESIDENTIAL

	2008	0			
	2009	0	#DIV/0!		
	2010	0	#DIV/0!		
	2011	0	#DIV/0!	#DIV/0!	
(Projected)	2012	#DIV/0!	#DIV/0!		#DIV/0!

FUNDING CONSIDERATIONS

	<u>FY2011 Budget</u>	<u>FY2011 Expended</u>	<u>FY2011 Difference</u>	<u>FY2013 Current Allocation</u>	<u>Comments/Explanation of Changes</u>
G. Travel Costs					
INSTRUCTIONS					
AGENCY					
Vehicle Maintenance	150.00	-	150.00	100.00	County currently pays maintenance/gas.
Fuels	350.00	190.58	159.42	-	
Meals	-	-	-	-	
XXXXX	-	-	-	-	
Total	500.00	190.58	309.42	100.00	
RESIDENTIAL					
Vehicle Maintenance	-	-	-	-	
Fuels	-	-	-	-	
Meals	-	-	-	-	
XXXXX	-	-	-	-	
Total	-	-	-	-	
Total Miles Driven		22,736.00			
AGENCY					
Total Miles Driven in FY2011	-				
RESIDENTIAL					
Total Miles Driven in FY2011	-				

FUNDING CONSIDERATIONS

	FY2011	FY2011	FY2011	FY2013	
	<u>Budget</u>	<u>Expended</u>	<u>Difference</u>	<u>Current Allocation</u>	<u>Comments/Explanation of Changes</u>

H. Contracted Service Costs

INSTRUCTIONS

Not addressed in ("C" Funded Contracts Remaining Unused)

AGENCY

Drug Testing Supplies	-	-	-	-	
Intrepeting Services	-	-	-	-	
Client Vouchers	-	-	-	-	
XXXXXX	-	-	-	-	
XXXXXX	-	-	-	-	
Total	-	-	-	-	

RESIDENTIAL

Drug Testing Supplies	-	-	-	-	
Pre-Placement Physicals	-	-	-	-	
Prescription Services	-	-	-	-	
XXXXXXX	-	-	-	-	
XXXXXXX	-	-	-	-	
Total	-	-	-	-	

FUNDING CONSIDERATIONS

% of Shrinkage

I. Shrinkage
INSTRUCTIONS

AGENCY

Shrinkage % -8.22%

RESIDENTIAL

Shrinkage % #DIV/0!

Funding Considerations - Vacancy Savings

	<u>FY2011</u>	<u>FY2011</u>	<u>FY2011</u>	<u>FY2013</u>	
	<u>Budget</u>	<u>Expended</u>	<u>Difference</u>	<u>Current Allocation</u>	<u>Comments/Explanation of Changes</u>

J. Vacancy Savings
INSTRUCTIONS

AGENCY

Salary	320,467.00	354,781.79	(34,314.79)	319,877.48	
Benefits	103,080.00	103,572.05	(492.05)	123,376.18	
Total	<u>423,547.00</u>	<u>458,353.84</u>	<u>(34,806.84)</u>	<u>443,253.66</u>	

RESIDENTIAL

Salary	-	-	-	-	
Benefits	-	-	-	-	
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

FUNDING CONSIDERATIONS

	Number of Staff <u>7/1/2010</u>	Number of Staff <u>6/30/2011</u>	Number <u>Terminations</u>	Turnover <u>Rate</u>	<u>Comments/Explanation of Changes</u>
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K: Turnover Rate

INSTRUCTIONS

AGENCY

11.00	11.00	-	0%
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RESIDENTIAL

-	-	-	#DIV/0!
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Narrative

Douglas County Community Corrections is committed to enhancing public safety through Organizational Development, Evidence Based Practices and Collaboration. In addition, our agency provides intensive supervision, incorporating community resources and evidence-based practices that will enhance public safety and reduce offender recidivism. During Fiscal Year (FY) 2011, our agency received 224 total offender referrals to include Court assignments and courtesy transfer referrals. Of the total referrals, 34 offenders were not assigned to our program. As of April 1, 2012 (FY 2012) our agency has received 185 offender referrals with 26 of the offenders pending assignment to Community Corrections and 15 were not assigned. Our agency has three months remaining during FY12 and based on referral data more than likely our agency will exceed the number of referrals received in FY 2011. In addition, our agency is supervising approximately 30 offenders with presumptive prison sentences. Our agency's Average Daily Population (ADP) increased considerably between December 2011 (161.2) and March 2012 (191.9). With the increase in our agency's offender population, staff has been utilizing evidence-based practices to ensure lower revocation rates and higher successful terminations. In addition, it is very important our agency initiate all components of our risk reduction initiative program as we move forward in FY 2013.

Due to a steady rise in offender referrals, presumptive prison cases and high risk offenders our agency considered alternatives to help decrease caseload size to allow more opportunities to assist offenders. Our agency continues to believe that based on research, specialized caseloads enable ISOs to address offender risk and needs effectively. In addition, officers can assess what services would be appropriate and available to help the offender successfully complete probation and become a productive citizen within the community. Our agency provides high-risk offenders with three to nine months of intensive risk reduction-focused services that occupy 40-70% of their free time. In addition, our agency will continue to target appropriate treatment interventions and programs to match the offenders individualized needs, taking into account dosage and responsivity. Based on this, our agency has begun implementing a mentoring program and a cognitive skills class for high-risk offenders. In addition, our agency has provided those offenders doing well a chance to receive gift cards, bus passes, groceries, etc. through our newly implemented incentives program.

Our agency has added a quality assurance piece to the program that allows supervisors to not only review documentation and observe ISO/offender contact but provide written/verbal feedback. Training based on evidence-based practices will continue to be an integral part of our agency practice.

To help attain success in FY2013, it will be important for our agency to continue monitoring the number of offender referrals through our internal database. We will continue to make necessary adjustments to caseloads ensuring offenders are receiving proper intervention and treatment dosages. Our agency will continue to provide the most current training available for all agency staff. This training will allow staff the ability to provide quality assurance to ensure we are utilizing evidence-based practices in working with offenders assigned to our program. Lastly, throughout the fiscal year, our agency will monitor KDOC reports and data to guarantee we are striving to achieve our goal of a 75% success rate for offenders leaving the program.

Agency Summary of Programmatic Changes and Significant Events

Due to a new countywide radio system upgrade, Douglas County Emergency Management notified our agency that we would need to replace our current radios to ensure that we are part of the new communication system. We have four radios, two car units and two portable units, needing to be replaced. The anticipated cost to our agency is approximately \$14,000.00. Due to the safety of our staff, we believe this is an essential investment for our agency. This will ensure that when staff is transporting offenders or completing field visits, they will have a reliable and secure communication device.

Another significant event is the increase of presumptive prison cases, whether by presumption or special rule. Thus far during FY 2012, our agency had approximately 30 presumptive prison cases assigned to our program by the Court or acceptance of courtesy transfers from other community corrections agencies. Therefore, Officers are not only supervising offenders that are in our target population but also offenders that may not be appropriate or amenable to probation. Many of these offenders are high-risk, requiring more time and supervision. This contributes to a rise in caseloads and limited staff to supervise more offenders.

Need Statement (Statement of the Problem)

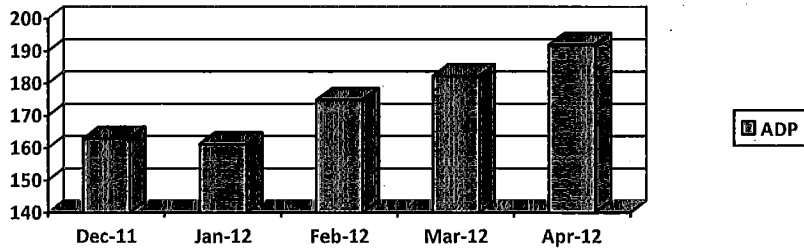
According to FY 2011 data obtained from the KDOC Court Case Sentencing Information, our agency had a 71% offender success rate. As of March 31, 2012 our agency has a 71% offender success rate. Therefore, it is clear that our agency will need to identify the needs of offenders more effectively in order to meet the 75% success rate in the next three years.

There were several challenges that our agency faced during FY 2011, to include the number of referral/ assignments to our program, internal services not completely implemented as scheduled and limited time and staff that we believe has contributed to the lower success rate of offenders in our program. Therefore, we continue to be creative in developing a program with components that will incorporate risk reduction strategies. In addition, the uses of internal programs are imperative for the success of the offenders.

Not having fully implemented programs has contributed to the lower success rate of offenders in our program. According to evidenced based practices the need for cognitive skills and a mentoring program play a significant role in the success of an offender learning pro-social skills in order to be successful and lead a conventional lifestyle.

Our agency has seen a rise in officer caseloads, and officers have become more concerned with time management. For example, from December 2011 to March 2012 our Average Daily Population (ADP) increased from 161.2 to 191.9, which is a considerable increase as noted in the chart below. This type of example has affected the amount of time officers have been able to spend with offenders. Officers must attend Court Hearings, complete pre-sentence plans and comply with KDOC standards with limited resources.

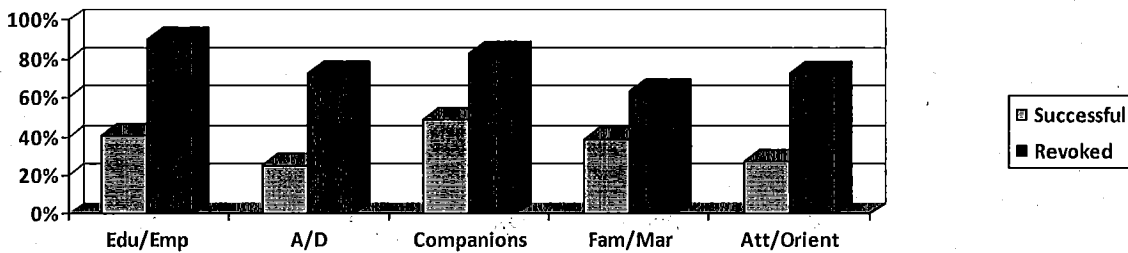
Noted Increase in Average Daily Population



Officers are in need of continued Advanced Communication Motivational Strategies (ACMS) and Case Plan refreshers. These tools are important and required to use while interacting with offenders. Without these tools, a lack of positive interaction between the officer and the offender could pose a risk to offender success. At this time, officers have not received an ACMS or a Case Plan Refresher to help ensure they are providing the most direct supervision possible.

Our agency reviewed data from the KDOC Statistical Summary and our prominent areas of risk and need for moderate/high-risk offenders are the following domains: Education/Employment, Alcohol/Drug, and Companions with Family/Marital and Attitudes/Orientation Domains following closely behind as indicated in the chart below: The chart shows significant differences between the successful probation population and

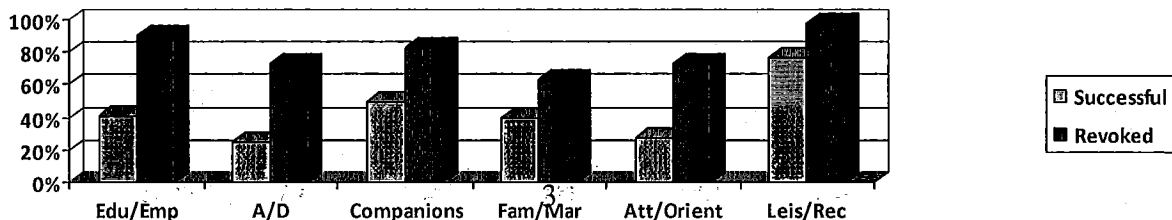
High-risk Score of Closed Offenders



the population of probationers revoked. Offenders revoked from supervision were more likely to score high risk in the noted domains. For our agency to reduce the revocation rate, we must address these areas of risk/need.

In reviewing the KDOC Statistical Summary our agency also found that Leisure/Recreation was another prominent area of risk and need for all moderate/high-risk offenders. As you will see in the chart below, it appears that most offender closures scored high-risk in the Leisure/Recreation domain whether successful or unsuccessful.

Leisure/Recreation Findings



Offenders may be unsuccessful in our program for reasons other than provided by data. Our agency is supervising more offenders with presumptive prison sentences. We have not completely developed our mentoring program and cognitive skills classes.

Again, the offender population that our agency continues to target for risk reduction are offenders who score moderate to high risk on the LSI-R assessment and offenders who score high or medium high on the Static 99 (sex offenders). Once all components of our program are in place our agency will be able to analyze our overall program, determine what is working and what is not, and make any adjustments necessary.

Current Practice/Operations of the Integrated Model

Our approach to supporting the offender population will continue to be Evidenced Based. We pay strict attention to the external research and carefully introduce programs and interventions that support the best research. It is our belief that continuing with this practice gleaned from external research, we can significantly improve the efficacy of any program we have, if implemented with appropriate fidelity.

1. Assessing actuarial risk/need: Assessing offenders in a reliable and valid manner is a prerequisite of offenders. Offender assessments are most reliable and valid when staff is formally trained to administer tools. Our agency's ISOs are formally trained and certified to administer the LSI-R on all assigned offenders to Community Corrections. All ISOs were recertified in FY 2011, as required by KDOC. The LSI-R is the required assessment tool that assesses dynamic and static criminogenic risks and needs of offenders. ISOs are also provided with the LSI-R scoring guide for review and reference throughout the LSI-R development process. Two ISOs have also been certified to administer the Static 99 for all sex offenders assigned to our program.

Currently, Court Services prepares the pre-sentence investigation (PSI) to determine if a newly convicted offender may fall into the targeted population for Community Corrections supervision. If so, Court Services refers the offender to Community Corrections for the development of a pre-sentence plan. Once the Director or designee reviews the referral, the offender is assigned to an ISO for an interview and development of a pre-sentence plan for the Court's review. A pre-sentence plan is an in-depth review and assessment of the offender based on the domains of the LSI-R. The plan is a written narrative along the lines of the LSI-R domains and includes recommended conditions based on the possible risk and/or needs of the convicted offender. This plan also includes the finding of the Static 99 for sex offenders. The Court reviews the plan prior to sentencing. There are also times where an offender may receive an assignment to Community Corrections unexpectedly and a plan is not completed.

Upon sentencing, the supervising officer completes an intake and orientation process with the offender within 10 working days, per policy/procedures and KDOC standards. The intake process includes the LSI-R interview with the offender and entering the LSI-R information into TOADS so that a supervision score is generated (as this is not an available pre-sentence option except for the SB-123 offender population). According to KDOC standards, the LSI-R is required within 45 days post-sentencing. The KDOC standards regulate the supervision of offenders including office and field contacts; residence, employment and intervention verifications; regular Case Plan reviews; and

monitoring of conditions of probation. Officers complete an LSI-R reassessment, for level I, II, & III offenders within six (6) months after the initial LSI-R and every six (6) months thereafter. For offenders on level IV supervision, a LSI-R reassessment is not necessary unless there are dramatic negative behavior changes in the probationers or new information is obtained that would change the offender's supervision level. A LSI-R reassessment may occur at any supervision level upon dramatic behavior change either negatively or positively. Our agency wants to be sure we are supervising all offenders at the appropriate supervision level to ensure he/she is provided the best services possible.

The supervision level is based on both the results of the LSI-R post-sentence (except for SB-123 offenders) and the court's order. For example: The LSI-R may not show a high or very high risk or need in the area of substance abuse. However, if the offense is substance abuse-related, some sort of verification that treatment has been completed is usually required by the court. Outside of a court-order and throughout supervision, the LSI-R helps identify risks and needs that may need intervention throughout supervision.

In regard to the LSI-R, our agency recently added a quality assurance (QA) piece to supervisory audits. ISO files are randomly reviewed upon completion of the offender's intake/orientation period and throughout the offender's supervision period. Although it is a complete audit, the main focus of the QA is to ensure appropriate scoring of the LSI-R based on the notes that are provided. If notes are vague, it is noted as a deficient area in the audit.

2. Enhancing intrinsic motivation: For lasting change to occur, a level of intrinsic motivation is desirable. Research strongly suggests that motivational interviewing techniques rather than persuasive tactics effectively enhance motivation for initiating and maintaining behavior changes. All ISOs, including the CSWC, have completed ACMS training. The agency's Director and the ISO II completed a 32-hour facilitator's training session in ACMS. The skills learned are built-in to the supervision of offenders. Our agency believes it is important to hold staff accountable for using these motivational techniques in their day-to-day interactions with offenders. It is important for staff to understand how to find each offender's motivation for change. Our agency completes this task utilizing motivational interviewing. In using motivational interviewing, offenders have an opportunity to see where they may change their behavior rather than telling them where change should occur. To ensure staff is providing the best opportunity for change, the Director and/or ISO II currently observe ISOs and client interaction intermittently, and provide written feedback.

3. Targeting Interventions: Our agency initiates the identification of interventions as we complete the LSI-R interview. The standard conditions of probation, along with the special conditions are reviewed with the offender to include recommended interventions derived from the LSI-R. Officers work with offenders to target the medium and high-risk areas shown on the LSI-R assessment. The resources that are provided to address the areas of need are prioritized so that the focus would be on the services most needed and provides the best opportunity for success. Should other interventions be necessary, they are targeted throughout the offender's supervision period and when the LSI-R reassessment is completed.

Risk & Need Principles: Successfully addressing this offender population requires smaller caseloads, the application of well-developed Case Plans, and placement of

offenders into sufficiently intense cognitive-behavioral interventions that target their specific criminogenic needs. Offenders have a variety of needs, some of which are directly linked to criminal behavior, which could pose a risk to the community. These needs are dynamic risk factors that, when addressed, affect the offender's risk from recidivism. We affect these risk factors through a Case Plan based on the criminogenic needs identified through the initial LSI-R assessment and subsequent reassessments as behavior changes. Those offenders who score as a higher risk through the LSI-R or having higher needs are required to make additional contacts with their supervising officer than those at lower risk based on required minimum contact standards, which are set forth by KDOC. Those with higher risk and/or need scores often have more interventions, required by the court and/or as directed by their supervising officer, to utilize. These interventions/services are prioritized to focus on the greatest criminogenic need of the offender. Each ISO, except for one, has two specialized caseloads, a high and low risk. The remaining ISO has a reduced caseload, supervising primarily high-risk offenders and monitoring the SCRAMx program.

Responsivity Principle: This requires that we consider individual characteristics when matching offenders to services. The principle of responsivity also requires that offenders be provided with treatment that is proven effective with the offender population. As previously mentioned, our agency has two caseloads per ISO, except one ISO supervises only high-risk offenders. Upon review of a referral from Court Services via the Community Corrections Director or designee, depending on the offender information that is received, the offender is assigned to an ISO. When meeting with the offender, officers consider individual characteristics so that they can begin to match them with the proper services needed. Research has shown us that a person's culture, gender, learning style, motivation to change and other factors play a key role in influencing an offender's responsiveness to certain types of treatment. This information along with our positive relationship with a number of treatment providers in our community allows us to help the offender get the treatment they need.

Dosage: During the initial 3-9 months of supervision, 40-70% of an offender's free time should be clearly occupied with delineated routine and appropriate services. The dosage of services is determined almost entirely on the level of the offender's LSI-R score. The dosage of reporting, residential, employment and intervention verifications doesn't deviate much unless driven by scheduled or unscheduled LSI-R reassessments based on changes in the offender's behavior. Offenders who show a higher risk to the community receive a higher dose of services and commonly require more strategic, extensive and extended services. The Court and/or the ISO may impose interventions to assist the offender in structuring time, including supervision through our internal surveillance program to curtail and monitor evening and weekend activities for a specified period as determined by the ISO. It is our goal not to set the offender up for failure by adding too much to their schedule at any given time. Therefore, prioritizing is an important component in the area of dosage.

Treatment Principle: Cognitive-behavioral based types of treatment are applied as an integral part of our supervision process. Taking a pro-active and strategic approach to supervision and Case Planning is important to the supervision process. Delivering targeted and timely treatment interventions will provide the greatest long-term benefit to the community, the victim and the offender. We attempt to integrate treatment into the full sentence/sanction requirement. We do understand treatment is an integral part of the

offender's Case Plan and work hard to match their need with the appropriate treatment to meet that need based on what is outlined through the LSI-R and as court-ordered.

4. Skill Training With Directed Practice: Our agency believes it is important to provide staff with the proper cognitive training so that they are able to emphasize these cognitive-behavioral strategies to offenders. To successfully deliver this treatment, staff must understand antisocial thinking, social learning, and appropriate communication techniques. All ISOs and the CSW Coordinator have received the 2-day "Thinking for a Change" training provided by the KDOC. In addition, three ISOs participated in cognitive skills facilitator training and are certified to facilitate cognitive skills classes using the Crossroads Curriculum and the Thinking for a Change Curriculum. According to EBP, agencies should prioritize, plan and budget to implement programs that have been proven to reduce recidivism. Our agency is currently collaborating with the Lawrence Parole Office in implementing cognitive skills classes with the first class scheduled to begin May 2012. Lastly, most ISOs communicate with providers to ensure that what is being administered in-group and/or individual treatment is consistent with what cognitive skills are being emphasized during offender supervision.

5. Increasing Positive Reinforcement: According to EBP, applying a higher ratio of positive reinforcement to negative reinforcement's may result in better-achieved sustained behavioral change. Our agency has put in place an incentives program for offenders whose behavior warrants positive feedback. Officers may submit an incentive request to the Director or ISO II and receive a gift card from a local merchant. Officers also have the ability to give the offender a signed certificate acknowledging their positive behavior change. These incentives are useful for beginning the process of behavior change. Currently ISOs provide positive reinforcement through verbal rewards. If an offender is on surveillance and/or curfew, offenders may be rewarded for positive behavior by being successfully discharged from the surveillance program and/or having the curfew removed. Offenders also have an opportunity to be reclassified to a lower level of supervision based on either a scheduled or an unscheduled LSI-R reassessment, meeting KDOC criteria. This practice is more of a positive reinforcement than a reward/incentive. Offenders also have the possibility of an early discharge if they are in compliance throughout their probation period. Our agency recognizes that not all offenders will respond to the increase of positive reinforcement. Therefore, it is important that clear rules be consistent and swiftly enforced, with appropriate and graduated consequences. In general, offenders will continue to comply with the most rewards and least punishments.

6. Engaging Ongoing Support in the Natural Communities: Current practice is limited in encouraging and engaging ongoing support in natural communities to selected populations. Officers in this agency continue to be active in recruiting family members, spouses and supportive others in the offenders immediate environment to positively reinforce new behaviors. Our agency has recently developed a mentoring program, which is in the final stages of implementation. This program will provide a support system for those offenders who do not have strong ties to their natural community. Substance abusers are guided to positive associations and support groups such as AA and NA. Peer associations and familial contacts are reviewed throughout offender supervision and may be targeted towards higher risk offenders.

7. Measuring relevant processes/practices: Our agency measures offender success throughout the supervision process. This includes discussions with the offenders and any treatment providers involved. Should there be any positive/negative cognitive-behavioral changes with the offender, ISOs are able to capture this change quickly and provide feedback along with corrective action as needed. ISOs also provide written documentation to the offender within their Case Plan to show when and where change is occurring. In addition, offender success is individualized and measured differently. Roadblocks for offenders during supervision do not necessarily mean failure. Currently, supervisors utilize offender, officer and agency TOADS reports to collect data regarding offender assessment and case management. We also collect data through LSI-R assessments, caseload reports, alpha rosters, employment reports, Full Court reports, intervention reports, ADT (admit, discharge, transfer) reports, court case sentencing reports, and average daily population reports. Supervisors measure staff performance through random file audits and review of TOADS reports along with annual performance evaluations. In addition, our agency has added an observation QA piece to our program that allows supervisors to observe ISO and client interaction and provide written feedback. Feedback is provided to staff in six month progress reports and yearly evaluations.

There is limited, informal recidivism information that comes forth on a case-by-case basis. Usually, this information may be found by receiving notice that offenders on supervision are arrested and/or convicted of new offenses or of offenders that have completed probation either successfully or unsuccessfully but re-offend later and are re-assigned to the program. Typically, ISOs receive this information by collateral contacts or by way of Law Enforcement Bulletins.

8. Providing measurement feedback: Providing feedback to offenders regarding their progress builds accountability and is associated with enhance motivation for change, lower treatment and improved outcomes. In order to enforce accountability and maintain integrity to the agency's mission, supervisors monitor ISO/offender interaction to ensure staff keeps focused on the ultimate goal of reducing recidivism through the use of evidenced based principles.

Weekly ISO meetings are held to provide staff an opportunity to review with other co-workers their offender's progress. Case Plans are reviewed with the offender throughout their supervision period to address any needs and accomplishments. Change is also monitored through LSI-R re-assessments.

Offender-based data is reviewed and evaluated annually through staff performance evaluations that include whether or not departmental and KDOC standards are being met. Random file audits are also completed. The Comprehensive Plan also will address outcomes and is forwarded to the Advisory Board, County Commissioners, the Chief Judge, and the Court Administrator for review. The Quarterly Reports also provide outcomes as to how our program is proceeding and is provided to the Advisory Board Sub-committee.

Our agency randomly provides offenders that are being successfully discharged from our program an opportunity to provide agency feedback regarding our program. We can measure progress internally and through data but it helps to receive feedback from the offenders we supervise.

Organizational Development

Our agency as a whole continues to work to improve our overall performance and individual development. We have recognized that in order for a change to occur within our agency, a process needs to be in place that includes strategic planning, organizational design, leadership development, coaching, diversity and a balanced relationship between employees. With this in mind, it is our agency's mission to ensure community safety and agency success through more effective efforts in Organizational Development, Evidence Based Practices and Collaboration. Our overall goals continue to be enhancing public safety, reducing offender recidivism and increasing successful terminations of offenders through effective case management services; along with encouraging offender accountability through the cost-effective use of community based supervision and agency interventions. Changing the way our agency does business has not been an easy task and is a work in progress. Although offender populations are increasing and budgets are tight, our agency still realizes the importance of recognizing the need to rely on less expensive and more effective methods of supervising offenders. We have strived to change our way of thinking and it has required energetic leadership with a willingness to place equal focus on evidence-based principles in service delivery, Organizational Development and Collaboration. Each component is essential for the success of our agency.

Organizational Development is required to successfully move from traditional supervision to evidence based practice. The key to success for our agency continues to be the staff that embodies our agency. It is important for staff to feel included in this process and embrace new ideas, for success to occur. The agency must be capable of delivering all of its services in the most effective and efficient way.

ISOs realize that knowledge, skills, and attitudes play an important role in offender supervision. In addition, our agency has implemented an incentive/reward program, the mentoring program, and cognitive skills classes in collaboration with Lawrence State Parole office. The programs are all evidence-based. ISOs continue to learn and utilize skills learned in EBP throughout supervision of offenders. Our agency has also implemented quality assurance that incorporates monitoring staff and offender programming to identify if adjustments need to be made, including providing necessary feedback. Our agency will continue to acquire data through KDOC reports and our internal database to measure performance of staff and the offender population. Our agency will continue to seek ways to enhance evidence-based practices and incorporate what is learned in our daily supervision of offenders.

Our ISOs, the CSW Coordinator, and surveillance officers, continue to gain knowledge and skills by attending trainings in evidence based practices. Information is shared with the Court, our Advisory Board and County Commissioners. In addition, as we work with outside providers and make collateral contacts, our vision and mission is shared. Sometimes the vision is shared indirectly with individuals that are involved in the offender's supervision. Our agency, with KDOC assistance, has also reviewed and updated our internal policies/procedures.

Collaboration

Our agency has a great opportunity to work with other agencies in our community who believe in the safe efforts needed for community safety as we do. We have shared goals that allow for positive interaction, great leadership and shared resources. Douglas County Community Corrections partners with the Advisory Board, County Commission, the Douglas County Sheriff's Department, District Court, District Attorney's Office, Lawrence Housing Authority, DCCCA, Bert Nash, and Heartland Works, Inc. (Workforce Center) in order to plan, implement, evaluate, and sustain a local risk reduction initiative.

It is important to note that, although the partners listed above are the main stakeholders, other partners may be added at a later date to assist Community Corrections in helping offenders become successful and productive citizens in the community. These partners may include but are not limited to the following:

- First Step at Lakeview- An alcohol/drug treatment facility for females that offers inpatient and reintegration services;
- Heartland Clinical Consultants- A facility that not only offers outpatient alcohol/drug treatment but other services such as a Theft Offender Treatment program, domestic batterer's intervention groups, family/individual therapy, mental health assessments and other services;
- Salvation Army-Case managers within the facility offer assistance to aide the offender in re-integrating back into the community.
- Other partners may include- Independence Inc., Vocational Rehab, Catholic Community Services, Cottonwood, and SRS.

Collaborative Partners

Advisory Board – The Advisory Board ensures that the overall goals and objectives of the program are effectively administered. The Board reviews the development and implementation of current and new programs; makes any recommended changes (amendments) to the annual comprehensive plan before approving it to be submitted to the Board of County Commission; and, evaluates action plans, goals and objectives for Community Corrections services. This includes but is not limited to Adult Supervision, Community Service Work Program, and the Anger Control Program. Our agency could not proceed without the help of the Advisory Board making sure that the program we have in place is acceptable through regular feedback and suggestions.

The Advisory Board will continue to approve and oversee our whole program including our Risk Reduction Initiative. The Advisory Board's sub-committee will conduct the quarterly reviews of the planning, implementation and outcomes of the initiative, providing feedback and direction.

County Commission – The Douglas County Commission is responsible for the oversight and decisions concerning all of Douglas County government. The Douglas County Commission provides general oversight for Douglas County Community Corrections by approving all required plans and budgets of the agency. During previous budget shortfalls, especially when it affects personnel, the County Commission has been helpful in helping our program maintain staff. Without the County's assistance, our agency

would be faced with layoffs, overworked staff, and an increase in our revocation rate, resulting in a decrease in successful terminations. In addition, public safety would be jeopardized.

The Douglas County Commission will approve our Risk Reduction Initiative and will, in general, oversee all our programs, approving all planning and budgeting items.

Douglas County Sheriff's Department –The Sheriff's Department is responsible for law enforcement throughout the county. The Sheriff's Department also operates the Douglas County Jail. The Sheriff's Department communicates and works with Community Corrections in regards to offenders that are incarcerated. The Sheriff's Department has included Community Corrections as an integral part of their new reentry initiative and The Transition from Jail to Community (TJC) Collaborative Agreement between the Jail and Community Corrections has been signed. The Community Corrections Deputy Director and the Douglas County Jail Re-entry Director meet twice a month to discuss offenders that are preparing for reentry to the community. Meeting with the Re-entry Director provides an opportunity to discuss the offenders needs/risks prior to releasing the offender into the community. In addition, the Re-entry Program recently hired two case managers that will also be active in offender re-entry and will collaborate with ISOs regarding mutual Community Corrections offenders being released from custody. The re-entry initiative will hopefully minimize recidivism.

The Sheriff's Department will communicate with Community Corrections to help reduce the number of probationers that are returned to prison for violations of probation. The Douglas County Jail's re-entry program will aid in preparing the offender for re-entry within the community and help prevent offenders who have been released from returning to incarceration. The Re-entry Program Director along with the case manager's will continue to collaborate with ISOs to ensure a plan is in place prior to the offender's return to the community.

District Court – The Court is responsible for assigning offenders to the Community Corrections program with Court ordered standard conditions of probation along with any special conditions/interventions. The Court also monitors the offender's compliance through communication with the Community Corrections program. Our agency is fortunate that we have a Court system that works well with Community Corrections to establish the best possible plan for an offender to be successful on probation. The Court trusts that our agency develops thorough plans that are provided to the Court prior to sentencing. The majority of the time the Court adopts the plan that also includes recommended interventions and/or treatment needs. The support of the Court has been instrumental in our program moving forward.

The Court will work with Community Corrections in assisting offenders in becoming more successful while on probation and becoming productive citizens of the community upon their release from probation. The Court will encourage the Community Corrections Program to exhaust all resources, except if an offender poses a risk to himself/herself or the community, before returning an offender for revocation proceedings.

District Attorney's Office – The District Attorney's Office is responsible for the prosecution of offenders and collaborates with Community Corrections in regards to recommending conditions of probation for those offenders who qualify for probation.

The District Attorney's Office is also responsible for the prosecution of probation violators and again collaborates with Community Corrections with the proposed disposition of the case. Without the support of the District Attorney's Office, it would create conflict amongst the Court, ISO, and the offender regarding recommendations and treatment needs.

The District Attorney's Office will continue to collaborate with Community Corrections in recommendations given to the Court concerning probationers who face probation violations. The District Attorney's Office is committed to working with Community Corrections in as far as is possible to ensure that probationers have every opportunity to succeed on probation if community safety is not compromised.

Lawrence/Douglas County Housing Authority – The housing authority works with individuals who are in need of housing, provides qualified applicants with housing, and further holds them accountable with complying with the rules and regulations of being a renter. Many offenders are homeless at the time of their offense and/or sentencing. Furthermore, we have offenders that become homeless throughout their probation period. Without the assistance and the signed Participation Agreement between our agency and the Lawrence/Douglas County Housing Authority it would be much more difficult for offenders to seek residence because of their convictions.

The housing authority will work with offenders to help them understand their responsibilities as a renter and may be able to assist offenders in becoming eligible for rent assisted housing.

DCCCA – DCCCA is an outpatient substance abuse treatment facility offering many services to individuals in need of alcohol/drug treatment. The cognitive and behavioral tools are used in order to help the individual restructure their way of thinking about the negative use of alcohol and drugs and teaches them to become active participants in their recovery in hopes of leading a successful, drug free lifestyle along with being a productive citizen of the community. Without DCCCA it would be extremely difficult for offenders to receive substance abuse treatment due to the limited agencies we have in our community. Since many offenders have substance abuse issues additional treatment services are a necessity.

DCCCA will work with offenders and help establish and maintain abstinence, reinforce cognitive behavioral skills, and reinforce restructured social networks to reduce the incidence of relapse and to increase the likelihood of offenders contributing to society in positive ways.

Bert Nash Community Mental Health Center – Bert Nash assists offenders who suffer from mental health problems. Bert Nash provides brief crisis intervention and group therapy and assists in maintaining an inmate's psychotropic medication regimen when possible. Case management services (including assistance with housing/employment), medication services, psychological evaluations, individual and group therapy, as well as crisis intervention services are also provided. Psycho-educational programs on anger management and parenting skills are also offered. It would be difficult to supervise offenders with mental health needs without the assistance of Bert Nash. Other than private providers, Bert Nash is the only mental health facility in Lawrence/Douglas County.

Bert Nash will work with offenders who suffer from mental health problems. Bert Nash will provide mental health treatment and/or medication services to offenders. Case management services are based on the need of the offender.

Lawrence Workforce Center/Heartland Works – Both programs work jointly with individuals who are in need of employment or wanting to further their education. Heartland Works, Inc. is the Workforce Investment Act (WIA) administrator and One-Stop Operator for a seventeen-county area in Northeast, Kansas. The Lawrence Workforce Center is one of four Centers Heartland Works operates. Heartland Works, Inc. has a long-standing relationship with the Kansas Department of Corrections in working with offenders. These programs also administer the Corrections to Careers grant. Since many of our offenders are unemployed, if we did not have the Workforce Center it would place more responsibility and time on the ISOs to help offenders seek employment which can take away from other issues that need to be addressed.

Both programs will work with offenders through strategies such as skills and interest assessments, addressing barriers to employment, and enhancing job search skills, coupled with comprehensive job development. They will also help offenders further their training and gain employment. Lawrence Workforce Center provides our agency with the dates of the trainings and the title of each class; officers then refer offenders who may be in need of assistance.

The Advisory Board, partners, and stakeholders will be active participants in implementing, evaluating, and sustaining the risk reduction initiative program. Regular collaboration will be held between the leaders of each entity to discuss the progress and outcome of offenders.

Community Corrections ISOs will be responsible to complete the re-assessment at the scheduled six-month period and unscheduled re-assessments if there is dramatic positive and/or negative behavioral or circumstantial change as defined by KDOC. The last LSI-R will be completed at discharge. Level movements (negative or positive) throughout an offender's probation will help in measuring offender success.

It makes sense since all stakeholders are involved, that they be involved with each component of the local risk reduction initiative. The Community Corrections ISOs along with DCCCA and Bert Nash will also be involved with enhancing intrinsic motivation and targeting interventions. Bert Nash and DCCCA will also be available to administer additional interventions and be involved in the cognitive behavioral treatment methods. Although there will be regular meetings with stakeholders to address and measure relevant processes and practices, the Advisory Board and County Commission will oversee the program and provide measurable feedback.

Current Resources

In regard to in-house services, our agency is fortunate to have a full-time Community Service Work Coordinator (CSWC). Please note that although our agency benefits from the services of the CSWC, this position is funded by the County/City and is not included in our budget piece. Once community service work is ordered by the Court, the referring entity (i.e. supervising Community Corrections officer, supervising Court Services

officer, District Attorney's Office, District/Municipal Court), completes a referral which is provided to the CSWC and an appointment is scheduled. During the appointment, the offender is provided information, completes the required paperwork, provides a timesheet, and then placed at an approved CSW placement site. It is the offender's responsibility to schedule their work hours with the placement site. Once the offender completes the required hours, the timesheet is signed by the supervisor at the placement site and returned to the CSWC. Notification of completion is then provided to the referring entity. Should there be any questions regarding the offenders timesheet, the CSWC will verify the information with the site supervisor. The CSWC will collaborate with the referring entity should there be issues surrounding the offender and/or their placement site. In regard to Community Corrections offenders, although CSW may be ordered, it also allows for the offender to utilize and structure their free time in a productive way, which can affect the leisure/recreation LSI-R domain. For example, we continuously have a mentally disabled sex offender, who continues to volunteer community service work, to help utilize his idle time in a productive and meaningful way.

Our CSWC also manages the Food for Service Program. Some of the food is acquired through donations but the majority is acquired from *eligible* offenders who are required to complete community service work. Due to some offenders needing hygiene items, we recently added such things as laundry detergent, hand soap, tooth paste, etc. to the Food for Service Program. Offenders may purchase food or hygiene items that totals half of their community service work hours. The remaining hours the offender must work off at a placement site. In order for an offender to participate in the Food for Service Program, the offender must complete half of their community service work hours "first" before being allowed to purchase food/hygiene items for the remaining half. The items are donated to our indigent offenders, through offender gift baskets during the Thanksgiving and Christmas holidays, to the Salvation Army, Oxford Houses, and The Shelter, Inc. (for displaced youth). We believe that the Food for Service Program is a benefit to the community as well as the offender (i.e. offenders who are under a work related time constraint or stressed about feeding their family).

In addition, our agency currently offers a nine week Anger Management course, facilitated by the CSWC. The course meets Douglas County and City of Lawrence criteria for satisfactory completion of required participation in a court ordered anger management course and is provided for anyone who has been ordered by Municipal Court, District Court, or the District Attorney's Office to participate in an anger management course. The Douglas County Community Corrections Anger Management Class is made up of Nine (9) individual classes. Each class may take an hour, sometimes an hour and fifteen minutes depending on class discussion and participation. In addition we offer an Accelerated Anger Management course consisting of six (6) individual classes. Each class lasts one (1) hour. An overview of both the sessions is described below:

- Orientation, review and sign contract/obligation/commitment for completion of course. A pre-test is given.
- Ownership of anger.
- How you manage or mismanage anger effects your life and lifestyle, including how your children grow up.

- No more excuses. Once you understand how your anger controls you and how you can predict your behavior step by step, you have no excuse for losing control.
- Wrap up, review, and understand why you behave the way you do.
- Post-test will be given.

During FY 2011, 45 offenders participated in the Anger Management course with 33 (73%) successfully completing the course and 12 (27%) non-completions. These classes continue to be a benefit not only to our offenders and agency but offenders who are being supervised by other entities. One offender who successfully completed the program requested to re-take the course as a refresher.

Another in-house service that our agency has the availability to offer is the Cognitive Skills classes. Overall, the classes are designed to help offenders develop a personal plan to achieve their potential and become positive, law abiding, and contributing citizens in society. In addition, the classes allow participants to learn and practice life-skills, by increasing their self-confidence, and by identifying and cultivating lifetime patterns for self-improvement, resulting in law-abiding behaviors. The classes help offenders realize that their values, attitudes, and behaviors can affect other citizens, and help them think through the choices they make. The classes are taught by our certified facilitators and based on the "Thinking for a Change" curriculum approved by KDOC. This has been a recent change, as we originally had attempted to use the NCTI "Crossroads" Curriculum. In regard to the "Crossroads" curriculum, classes previously required 16 – 22 offenders for the classes to be productive and have a better chance of success. When held, the classes were once a week for approximately 10 – 12 weeks, lasting two hours. Due to the lack of required number of offenders, the classes did not make much headway. We are now collaborating with Douglas County Parole and teaching the "Thinking for a Change" Curriculum to allow for more referrals and a better opportunity for successful classes. Two hour classes are scheduled once a week for twelve weeks. With collaboration taking place with Parole, we will be alternating locations at the start of each new session. The class is now able to accommodate as few as 10 offenders with a maximum of 25. We will continue to target the high-risk offenders. We will also continue to identify potential candidates for this class through offender interviews and DCCC Plans submitted to the court prior to sentencing.

During this fiscal year, our agency has begun a partnership with the Lawrence Workforce Center in which offenders receive training on basic employability skills. Lawrence Workforce Center provides our agency with the dates of the trainings and the title of each class; officers then refer offenders who may be in need of assistance. The classes are once a week, for an hour and a half per class. Upon successful completion, offenders will receive a certificate of completion, recognition by employers and an edge over other job seekers. The courses offer training in customer service skills, ethics in the workplace, punctuality, appearance, positive attitudes, communication skills and conflict resolution. Offenders are also given an opportunity to attend a 3 hour Job Readiness Workshop that assists them in understanding job search tools, job search strategies, networking skills, application hints, resume/cover letters and job interviews. Lastly, individual time is also available for offenders that may be interested in one-on-one assistance.

During FY 2012, bus passes were available to offenders needing transportation to and from work, treatment, appointments with their ISO, among other needs. Although the bus pass procedure was closely monitored to ensure that ISOs were not over using, funding became an issue and therefore we partnered with Douglas County Court Services in assisting us with purchase of additional bus passes which were shared between the two agencies.

Another current and in-house program that we have implemented is SCRAMx, which monitors alcohol use. We have received new units, SCRAMX, from Alcohol Monitoring Systems (AMS) that monitor alcohol and house arrest. During FY 2011 22 offenders were placed on the SCRAM program with 21 successfully completing and 1 unsuccessful completion. Many offenders are placed on SCRAM long-term. So far during FY 2012 we have had 10 offenders placed on the SCRAM program with 1 successfully completing the program and 2 that were unsuccessful. Seven are currently being monitored by Alcohol Monitoring Systems (AMS).

Not only drug use but alcohol use continues to be an ongoing problem and very challenging issue with offenders. We continue to see an increase in DUI cases/assignments and discover offenders with alcohol issues during their probation. Because alcohol use is often harder to detect than the use of illegal drugs, alcohol becomes the drug of choice while on probation. Therefore, the use of alcohol is a significant factor in many revocation cases and our goal is to reduce our revocation numbers. The use of alcohol can interfere with many aspects of an offender's lifestyle, including their cognitive thinking, decision making, and a host of other negative choices an offender makes that can result in negative consequences while on probation. We believe that the SCRAM program will help protect the community, help lower recidivism, provide better responses to treatment and allow for offenders to continue to maintain family obligations, maintain employment and outside obligations, and contribute positively to the community. If we can help an offender break the cycle of alcohol use we can be much more successful in helping that offender be successful in completing all the conditions of his/her probation. The SCRAM program coupled with the cognitive skills classes and mentoring program that our agency will be offering will provide the offenders additional tools to help them be successful throughout their supervision. Douglas County District Court and Municipal Court, along with the District Attorney's Office are utilizing the SCRAM program and it has been successful thus far. We have also received out of state referrals. Lastly, we still anticipate the Douglas County Jail participating in the program.

We are currently working to finalize our mentoring program. We have completed the Policy and Procedure, and the training curriculum; our Advisory Board Subcommittee has also reviewed these. We are currently working with the Court Administrator to complete the final steps for implementation. We are also looking to possibly partner with the Douglas County Jail Re-entry program as they are looking into developing a mentoring program.

The incentives/rewards program has also been implemented and ISOs have began referring offenders to the program. ISOs provide the Director or ISO II with a referral requesting that certain offenders be rewarded for their positive change while being a part of the program. ISOs may request a certain reward based on the offenders need or leave it to the discretion of the Director/ISO II. This program has been beneficial as it has

allowed staff to show an understanding of what it takes for an offender to be successful and allows them to express that to the offender.

In regard to outside programming, we collaborate with treatment providers on a regular basis. The collaboration provides meaningful information regarding the offender's outside treatment, probation progress, and any updates regarding the providers practice or our agency's practice.

Currently, officers refer probationers to community-based resources that are tied to areas of risk and need noted on the LSI-R and/or court-ordered at sentencing. ISOs also identify areas of need throughout the supervision of offenders. Depending on the situation and the client's motivation level, it is the officer's responsibility to ensure the referral is completed properly. The referrals are based on long-running collaboration and partnerships with community intervention providers and can be formal or informal. Some of these community intervention providers include but are not limited to: DCCCA (alcohol/drug treatment facility), First Step at Lakeview (structured female halfway house), Oxford Houses, Bert Nash (mental health treatment facility), Workforce Center, SRS, Health Care Access (provides health care to indigent individuals), education assistance, and other treatment or service providers. Staffing and follow up regarding progress follows suit with KDOC intervention verification standards through either collaborative meetings or other types of collateral contacts.

Our agency, among other agencies, is currently working with the Douglas County Jail regarding helping Community Corrections probationers re-integrate into the community. The Director meets with the Re-entry Director bi-weekly to discuss Community Corrections offenders in custody and other issues that may pertain to re-entry. In addition, the ISOs are in daily contact with the re-entry case managers. There is no formal process but continued collaboration between the ISO and the Re-entry Director/case managers prior to the offender being released from the re-entry program. This process continues to be extremely beneficial.

Gaps Between Current Practice and Integrated Model: Our agency would like to continue to target and accomplish our program components that will result in a positive, productive, and a well developed program which meets the offender's needs. The following gaps have been identified:

Gap 1 - The process in Case Plan development has been difficult for ISOs. This is a concern because thorough Case Plans help drive offender behavior. Identifying treatment resources and interventions for high-risk offenders are necessary, but without ISOs understanding the Case Plan, these resources are inconsistent. In addition, we have no formal method of being responsive to temperament, learning style, motivation, gender, or culture.

Gap 2- Staff continues to utilize cognitive skills throughout supervision; however, there are no sustained in house programs. This has affected the supervision process because we have not provided our ISOs the proper tools to engage offender change consistently.

Gap 3 – Currently staff do not practice new skills with offenders during office visits, on a consistent basis. It is important that officers understand the importance of practicing new skills with the offenders they are working with. Officers will be encouraged to work with

offenders during office visits on skills learned in the Anger Management classes, Thinking for a Change classes, employment classes and any other opportunity where pro-social skills can be used to change behavior. Although our agency has a quality assurance program in place and provides ISOs with feedback regarding their skill practice with offender's it does not monitor ISO performance on a consistent basis.

Gap 4 - Research indicates that many successful interventions that are used within the moderate/ high-risk offender population actively recruit and use family members, spouses, and supportive others in the offender's immediate environment to positively reinforce desired new behaviors. Although on-going contact with the offender's pro-social influences may be identified as a benefit to the offender, through the LSI-R interview and/or through case supervision, interacting with this group is not a formal practice in our agency, but needs to be.

Program Strategy and Design: Due to time constraints, limited staff, and since most of the program components are time consuming, we are implementing in phases. We will continue to work toward establishing a sustainable approach helping medium to high risk and need offenders become more successful therefore increasing successful terminations, keeping in mind overall public safety.

Several gaps will be our focus during FY2013. We intend to work toward bridging the gaps and accomplish our goals through the following methods:

- Developing thorough Case Plans continues to be a struggle for our ISOs. Therefore, we are currently working with KDOC trainers in order to facilitate Case Plan training. We believe this will be helpful for not only knowing the process but also being able to develop and deliver a tool for offenders that focuses on and prioritizes goals to assist in offender success. In addition, our agency will have a quality assurance process in place to ensure Case Plans are properly completed. Our agency has informed KDOC of our interest in volunteering as a member of the new Case Plan group to ensure our staff is more comfortable with this process.
- The utilization of cognitive skills during offender supervision is important in our agency. During FY 2013, it is a goal of our agency to have implemented a cognitive skills group in collaboration with Lawrence State Parole and have our mentoring program fully implemented. By having these programs implemented, we provide ISOs an opportunity to utilize new cognitive skills with offenders while they are in the programs. Treatment providers that we collaborate with will provide cognitive skill based treatment and an action plan that targets similar areas of need. This will allow for more consistency between the ISO/provider.
- During the next fiscal year, our agency will monitor ISO/offender interaction to ensure ISOs are utilizing skill practice during office visits. Supervisors will have staff provide a recorded office contact where skill practice was used. Feedback will be provided to ISOs, and supervisors will work with staff to provide training on interacting with offenders, so that they are comfortable teaching and role-playing pro-social skills to affect behavior change for offenders. Our agency will

continue to use KDOC Central Office Skill Developers/Program Consultants to aid ISOs in this opportunity for skills growth.

- Our agency will implement a mentoring program during FY2013 in order to provide an additional resource for medium to high-risk offenders. This will ensure that domains of the LSIR, such as leisure /recreation, companions, accommodations, family/marital, and attitudes/orientation are targets and provide the offender with the best opportunity for success. In addition, this will decrease negative associations. Pro-social influences, such as positive family members, will be encouraged to participate in offender office visits as this will provide additional support for the offender.

The strategies addressed above to close our gaps cannot appropriately be used without targeting services according to the LSIR assessment. In reviewing the domains for our high-risk offenders, we discovered that reducing risk in Education/Employment, Alcohol/Drug, and Companions with Family/Marital and Attitudes/Orientation Domains following closely would help reduce our unsuccessful closures. When addressing offender risk and needs our proposed Risk Reduction Initiative will target:

- Building problem solving, self-management, and coping skills through: cognitive-behavioral techniques utilized within supervision practices.
- Reducing association with criminals and enhancing contact with pro-social associates.
- Enhancing performance rewards for school and work: through motivational interviewing techniques utilized within supervision practices.
- Family and/or marital services to reduce conflict, build positive relationships, and improve communication: through identifying positive associations.
- More collaborative communication with treatment providers to ensure goals of offenders are aligned so offender stay focused on recovery and probation helps in the treatment process.
- Assisting offenders with transportation barriers by interacting with Ellsworth Correctional Facility and their free bike program to ensure transportation and increase pro-social and familial associations.

Our proposal targets the reduction and specialization of ISO caseloads by channeling medium and high-risk offenders, along with sex offenders identified as a high risk to recidivate via the Static 99, into two smaller, shorter-term (3-9 months) caseloads. By doing this we provide the offender with a more impactful case plan and goal setting process. Offenders who see success early are more likely to stay engaged throughout the entire supervision process.

Varieties of internal and court-ordered intermediate sanctions are available for our use. These include increased reporting, increased drug and alcohol testing, community service work, surveillance, curfew, intensive treatment, alcohol monitoring (SCRAMx), jail sanctions and possible referrals to the residential center in Johnson County, KS. Any of these may be used to motivate and help probationers be successful so as not to have his/her probation revoked and be sent to prison.

Our proposal identifies staff training and skill development as key components for all staff in utilizing evidence-based practices in their interactions with offenders in order to promote risk reduction interventions.

We will utilize treatment options, including but not limited to, substance abuse treatment, mental health treatment, and cognitive behavioral programs, including our in-house cognitive skills classes. If there is a potential need for treatment, probationers will be referred to the appropriate agency for further assessment and evaluation of treatment needs.

Our community has a wealth of available providers who offer a wide range of treatment services, with the exception of residential inpatient facilities for males (available within 30 miles). Douglas County Community Corrections has a high-quality relationship with all the providers in our community and regularly refer probationers to substance abuse treatment programs, mental health treatment programs, and many others. In addition, our agency will be offering cognitive skills classes.

Management and Organizational Capabilities

All staff will be responsible for developing and implementing the overall plan. All staff is responsible for helping to reduce revocations and increase successful terminations. Staff will be committed to enhancing public safety by helping offenders be successful while on probation and preparing them to live law-abiding and productive lives upon successful discharge.

Currently, the Director and ISO II are responsible for overall supervision/auditing, to include running quarterly TOADS reports to make sure the agency is meeting the 75% successful rate. Both are also responsible for overseeing and evaluating the overall program and provide information to the Chief Administrative Judge, Court Administrator, Advisory Board, and County Commissioners regarding how well the program is doing and request any feedback. All ISOs, CSW Coordinator, and surveillance officers will be responsible in completing all risk reduction training to include refresher trainings. Our ISO II and three other ISOs have been trained to facilitate the cognitive skills training with the ISO II being responsible for facilitating the Cognitive Skills groups at this time. The Director, ISO II and Administrative Secretary II are responsible for developing the mentoring program with assistance from the Douglas County District Court Administrator. National Toxicology Lab will continue to test all urinalysis and provide written test results to include some confirmations. Alcohol Monitoring Systems is our contact for our SCRAM program. The agency's organization chart is attached for your review.

Monitoring and Evaluation

Monitoring and evaluation are important for program development. Measurement and progress toward organizational goals provides our agency with guidance and feedback to aid in success of offender supervision. A healthy program forms the foundation for an effective change process and ensures the success of our agency. In addition, reviewing our agency strategy and design helps with removal of barriers that may contribute to an unsuccessful program, therefore careful monitoring and adjustments of the programs we have in place is very important.

Our agency program reviews will be conducted quarterly and will focus first on making sure each part of the initiative has been implemented successfully and then the focus will be on the outcomes of the initiative.

We currently have a research and evaluation advisory board sub-committee that reviews whether goals and objectives have been reached and, if they have, what specific component(s) of the overall program were most effective in enabling us to achieve success. To do this, the committee first reviews the noted evaluation components to determine which components were effective, and which were not, in reaching our ultimate goal. In other words, the committee focuses on what specific parts of the program work and which parts do not work. This is accomplished through a review of the collection of data, entering the data in a systematic way, and the evaluation of the data through the use of research tools that have been well established by the research and that are readily available for us to use.

The Douglas County Community Corrections Advisory Board Monitoring Sub-Committee will be responsible for conducting the reviews. The committee is chaired by Milton Scott, who is also the chair of the Advisory Board, along with three other well qualified board members making up the rest of the committee. In addition, the committee can enlist a University of Kansas faculty member or other outside experts to help with these reviews.

The sub-committee notes all areas that need corrective action and will notify the Director and ISO II of those specific needs. The Director and ISO II will initiate the appropriate corrective action needed and will report that back to the sub-committee.

Outcomes of the reviews will be documented through quarterly meeting minutes and provided to the members of the Advisory Board, including sub-committee members, along with the designated stakeholders.

Listed below are our agency goals for FY 2013:

Goal 1	Increase the percentage of probationers successfully completing Community Corrections supervision by June 30th, 2013.		
	Objective 1	Achieve and maintain a supervision success rate of at least 75% or improving such rate by at least 3% each year.	
		Evaluation/Data Component:	Review TOADS Court Case Information data quarterly.
Goal 2	By June 30, 2013 ISOs will be consistent in writing Case Plans that provide offenders with SMART goals that can be monitored.		
	Objective 1	KDOC will provide effective Case Plan refresher training by September, 2012.	
	Objective 2	Supervisors will select random Case Plans for review on a monthly basis and provide feedback.	
Goal 3	Begin re-facilitating cognitive groups on a consistent basis by June 30, 2013.		
	Objective 1	Collaborate with Lawrence State Parole office by May 2012 to ensure the program is in place.	

	Objective 2	Explain the referral process to ISOs by May 2012.	
		Evaluation/Data Component:	Review the referral log once a month for placement of potential participants in the program.
		Evaluation/Data Component:	Update the referral log following each session to obtain data on successful/unsuccessful terminations.
Goal 4	Advance our Quality Assurance component to include completing file audits and observing office visits between ISOs and the offenders on a consistent basis by June 30, 2013.		
	Objective 1:	Supervisors will begin consistently ensuring ISOs are utilizing skills learned from trainings during their supervision of offenders by June 30, 2013.	
		Evaluation Component:	Supervisors will randomly monitor interaction between the ISO/offender via recorded office visits once per month.
Goal 5	By June 30, 2013 ISOs will be more effective in utilizing positive associations in offender case plans and during office contacts.		
	Objective 1	Finalized the mentoring program by September 1, 2012.	
	Objective 2	Review mentor training manual to include referral forms with staff by October 1, 2012.	
	Objective 4	Solicit and interview mentors by October 1, 2012.	
	Objective 3	Review referral procedure with staff by November 1, 2012.	
	Objective 5	Begin orientation with mentors by January 1, 2012.	
		Evaluation/Data Component:	Review referral log quarterly to obtain data on successful/unsuccessful completions.
		Evaluation/Data Component:	Obtain data from LSIR Performance Report to review if domain scores are decreasing in the areas of Leisure/Recreation, Education/Employment, Companions, Family/Marital, and Attitudes/Orientations.

Evaluation is a key component to enhance our performance and to make sure the program continues in the future. Through thorough evaluations we can determine which components of the program are actually contributing to the success of the program and which are not. Once this is determined, then those parts of the program that are proving to be most effective can be expanded upon and those parts of the program that are not as effective can be examined as to the reason for their ineffectiveness and can be eliminated, improved upon, or replaced with another component that might prove to be effective.

Once the data is collected, organized systematically, and evaluated it will be used to help us determine where weaknesses lie in specific parts of the program. The data can be analyzed further to suggest ways to modify the program to enhance overall performance. The data will also be used to confirm that each component of the program is meeting the expectations we had of it. If a component of the program is not effective in advancing the overall goal of the initiative it can be replaced with something else that could be more effective in contributing to the overall success of the initiative.

Douglas County Community Corrections will use the data, once it is collected and evaluated, to verify the stated goals and objectives are being met (or, if not, what goals and objectives to create or modify in order to succeed) with the overall purpose of helping probationers be more successful in becoming productive citizens of the community. This also reduces revocations to the state prison system. All of this adds up to saving significant sums of money for the citizens of the state, while at the same time actually enhancing public safety in our communities.

The economy continues to be a concern and although expenses to run a quality program continue to increase, many agencies have received budget cuts. Should there be additional grant funding available (i.e. unexpended funds, etc.), our agency will apply for those grants. As mentioned throughout this Grant Application, our plan is to help keep our community safe, and also help offenders from spending any amount of time behind prison walls. We believe that with the right people in place and the correct use of resources our agency will help at least 75% of offenders referred to our agency become law abiding citizens. Should our agency be granted additional funding our plan will be to purchase additional bus passes, incentives/rewards, and possibly hire an additional ISO to help reduce high-risk caseloads.

Attachment A: Agency Identification Form

Attachment B: Advisory/Governing Board Membership Detail

Attachment C: Current and New Resources

Attachment D: N/A

Current and New Resources

Services/Fees	Enter 'x' if Currently Available	Enter 'x' if New In FY2013	Estimated Cost to Agency Per Probationer	FY2012 Fee Charged To Probationer	FY2013 Fee Charged To Probationer
Agency Supervision Fee				\$25/month	\$25/month
Child Care Assistance					
Clothing (work related or other)					
Cognitive Behavioral Interventions	X		\$0	\$0	\$0
Community Service Work	X				
Courtesy Transfer Fee					
DNA Cost	X		\$0	\$20	\$20
Drug Confirmation Tests	X		*\$20 **\$15	\$35/drug	\$35/drug
Drug Screens	X		*** \$3.90-\$5.30	\$20/positive screen	\$20/positive screen
Educational Services					
Electronic Monitoring					
Employment Services					
Food	X		\$0	\$0	\$0
Housing Assistance					
Medication					
Mental Health Counseling					
Mental Health Evaluations					
Mentoring		X	\$0	\$0	\$0
Sex Offender Evaluations					
Sex Offender Treatment					
Substance Abuse Counseling					
Substance Abuse Evaluations					
Transportation Assistance	X		\$1/Bus pass	\$0	\$0
Utilities (heat, electric, phone, water)					
OTHER :					
Offender Appointment Books	X		\$1.40/calendar	\$0	\$0
SCRAMx (alcohol monitoring/EMD)	X		\$5.30 (EMD and alcohol monitoring) \$6.30/wireless	\$10/EMD \$12 /EMD & alcohol monitoring \$13/wireless	\$10/EMD \$12 /EMD & alcohol monitoring \$13/wireless
Anger Management	X		\$0	\$10/session \$140/accelerated	\$10/session \$140/accelerated
Alco-Sensor Breath Test	X		\$4.55/ test tube	\$10	\$10

- * Confirmation for up to three drugs; and confirmation for up to three drugs tested by an initial saliva test
- ** For individual drugs tested by an initial on site method.
- *** Prices range from one drug to ten drugs tested.

MEMORANDUM

To : Board of County Commissioners
From : Keith A. Browning, P.E., Director of Public Works/County Engineer
Date : April 17, 2012
Re : Consent Agenda Approval of Bids for 2, 4-D (Amine) Herbicide

Bids were opened on Monday, April 16, 2012 for the supply of 800 gallons of 2, 4-D (Amine). This re-bid was necessary because of the restrictions placed on the 2, 4-D (Hardball) herbicide which was included in the earlier bid. Five bids were received as shown below.

The bids are as follows:

<u>Herbicide</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Vendor</u>
2,4-D Amine	800 gal.	\$13.48	\$10,784.00	Helena Chemical
2,4-D Amine	800 gal.	\$12.79	\$10,232.00	Van Diest
2,4-D Amine	800 gal.	\$17.90	\$14,320.00	Grass Pad
2,4-D Amine	800 gal.	\$16.80	\$13,440.00	V M Distribution
2,4-D Amine	800 gal.	\$12.90	\$10,320.00	Red River Specialties

Action Required: Consent Agenda acceptance of the low bid from Van Diest for 800 gallons of 2,4-D Amine at \$12.79/gallon.

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

2, 4-D (AMINE)

BID NO.12-F-0011

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HERBICIDES

BID NO.12-F-0011

BY

THE DOUGLAS COUNTY COMMISSIONERS

Jim Flory
Member

Nancy Thellman
Member

Mike Gaughan
Chairman

Jamie Shew
County Clerk

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

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO.12-F-0011
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of 800 gallons of 2,4D (Amine) by the Douglas County Department of Public Works will be received in the office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:00 p m, Monday, April 16, 2012 then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet at www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "2, 4-D (AMINE)", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

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

The Douglas County Department of Public Works reserves the right to reject any or all bids, waive technicalities, and to purchase the herbicides which in our opinion are best suited for the use intended.

DATED: 03/29/2012

DOUGLAS COUNTY PUBLIC WORKS

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

Published: Monday, April 2, 2012
Saturday, April 7, 2012

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

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO. 12-F-0011
INSTRUCTIONS TO BIDDERS

1. It is the intent of the Douglas County Public Works Department to purchase 800 gallons of 2,4D (Amine).
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or by Demand Star at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall submit sample labels and material safety data sheets of all pesticides bids.
4. Bidders shall show net price per gallon on each container size, and formulations. The total price for the county shall be F.O.B. our warehouse, Lawrence, Kansas. The county is not subject to Federal, State or City taxes.
5. The herbicide specified must be approved by the Kansas State Board of Agriculture, for cost share, for the current year.
6. Bids shall be submitted as follows:
 - a. One or more deliveries of 800 gallons – 2, 4-D (Amine) – (2 1/2 gallon containers)
7. Each herbicide shipment will be delivered no later than fourteen (14) working days after notification from the Public Works Department.
8. Prices for purchase of additional amounts of herbicides will be guaranteed for the remainder of calendar year 2012.
9. Bids shall be sealed and shall show on the outside name of bidder and clearly marked "HERBICIDES". Bids shall be delivered to the Office of the Douglas County Clerk before the time and date specified in the Notice to Bidders. Any bids received after the time specified will be returned unopened.
10. We reserve the right and to purchase the herbicides which in our opinion is best suited for use intended.
11. A sample of each lot and formulation may, at the discretion of the Director of Public Works, be checked by the Kansas Department of Agriculture, Control Division, before the herbicides are paid for.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO.12-F-0011
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Party of the First Part hereinafter referred to as the Owner and Van Diest Supply Co. of Leedsberg, Kansas, Party of the Second Part and hereinafter referred to as the Dealer.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with the purchase of _____

_____ in accordance with the terms of this contract; and

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

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

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

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Dealer by the Owner as set forth in the schedule of prices, the said Dealer shall furnish all herbicides as set forth in the specifications, ready for use, and in strict accordance with the contract specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

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

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO.12-F-0011
CONTRACT AGREEMENT (continued)

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

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

OWNER, First Party

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purposes shall be CONSIDERED AS THE ORIGINAL.

Douglas County, Kansas

By: _____
Chairman
Douglas County Commission

DEALER, Second Party

By: _____

ATTEST:

(Position of Signer)

County Clerk

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO.12-F-0011
PROPOSAL

1. Proposal of Van Diest Supply Co. for the purchase of herbicides by Douglas County Public Works Department as shown by the Specifications and set forth in the dealer's proposal.

TO THE DOUGLAS COUNTY COMMISSIONERS:

2. The undersigned agrees to execute a contract for the proposed herbicides within five (5) days after notice of the award of the bid.
3. The following ties and riders shall be considered a part of the proposal of undersigned bidder.
we will hold this price as long as our costs do not increase. Please confirm price after July 1st before ordering.
4. In submitting this bid, the undersigned declares that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation and that he/she is qualified to make such bid.
5. The undersigned further declares that he/she has carefully examined the specifications, form of contract, and has satisfied himself/herself as to all quantities and conditions, and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.
6. The undersigned bidder shall furnish to the "OWNER" the awarded herbicides as stipulated in Item No. 6 of the INSTRUCTIONS TO BIDDERS.

BID OF Van Diest Supply Co.
(Firm)

By: Bill Bean
(Signature)

Date: 4-10-12

area manager
(Title)

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS
BID NO. 12-F-0011

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. **COMPLETING BID:** Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in an envelope clearly marked "HERBICIDES" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 p m, Monday, April 16, 2012.
7. **ADDENDA:** All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

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

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

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

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

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

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

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

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

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

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

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO.12-F-0011

SPECIFICATIONS
FOR
2, 4-D (Amine)

The following specifications shall apply to the purchase of 800 gallons of 2, 4-D (Amine) by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

(NO SUBSTITUTE)

SPECIFICATIONS:

2, 4-D (Amine)

800 gallons

Equivalent 19.6% 2, 4-D acid or 1.74lb/gal.

ACTIVE INGREDIENT

24-Dichlorophenoxyacetic Acid 19.6%
Inert Ingredients 80.4%
Total 100%

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 1/2 gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDE INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID NO. 12-F-0011

Handwritten initials/signature

SCHEDULE OF PRICES
FOR
2, 4-D (AMINE)

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

2, 4-D AMINE: Trade Name Cornbelt *3X stronger than HARDBACK*
Price Per Gallon \$ 12.79 Total Price \$ 10,232.00 *net 30*
800 gal. (furnished in 2 1/2 gal. containers packaged 2 containers per carton)

All herbicides are to be delivered to the Douglas County Department of Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:00 p m, Monday, April 16, 2012.

BID OF: Van Drest Supply Co.
(Firm)
BY: Bill Bean
(Signature)
area manager
(Title)

CORNBELT 4 LB. AMINE

LIQUID HERBICIDE

**For selective control of many broadleaf
weeds in non-crop areas, grass pastures, rangelands,
and in certain crops - also for
control of trees by injection.**

ACTIVE INGREDIENT

Dimethylamine Salt of

2,4-Dichlorophenoxyacetic Acid*46.3%

INERT INGREDIENTS53.7%

100.0%

**2,4-Dichlorophenoxyacetic Acid Equivalent* 38.4%--3.8 lb/gal
*Isomer Specific by AOAC Method No. 978.05 (15th Ed.)**

3.8 lb.

EPA Reg. No. 11773-2

EPA Est. No. 11773-IA-1

KEEP OUT OF REACH OF CHILDREN

DANGER

PELIGRO

**Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en
detalle. (If you do not understand this label, find someone to explain it to you in
detail.)**

NET CONTENTS:

*If you want 19% Dichlorophenoxyacetic
Acid*

*Buy Van West Cornbelt
2,4-D and add more water
1/3 the rate.*

why buy 19% 2,4-D ???

MEMORANDUM

To : Board of County Commissioners

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

Date : April 18, 2012

Re : Consider Awarding Contract for Project No. 2012-8
Route 442 Mill, Patch, Overlay and Paved Shoulders through Eudora

Bids were opened on April 12 for the referenced project. The project entails 2"-deep milling, patching and asphalt overlay on Route 442 (10th Street) from the Wakarusa River bridge to K-10. The project also includes construction of 4'-wide paved shoulders from Ash Street to K-10.

Bids were received from four contractors as follows:

<u>Bidder</u>	<u>Total Bid</u>
Sunflower Paving	\$512,856.55
Bettis Asphalt	\$574,914.97
Hamm, Inc.	\$594,763.30
Little Joe's Asphalt	\$641,579.03
Engineer's Estimate	\$600,425.25

It is recommended to accept the low bid from Sunflower Paving in the amount of \$512,856.55.

You will recall the City of Eudora has agreed to assume maintenance of the road following these improvements. The CIP includes \$412,000 for milling, patching and asphalt overlay on Route 442 (10th Street) from the Wakarusa River bridge to the K-10 interchange east of Eudora. That CIP allocation did not include 4'-wide paved shoulders in any portion of the project. The City of Eudora requested the paved shoulders, and construction of paved shoulders where feasible is consistent with our current practices. There are adequate funds in the CIP to absorb the additional cost.

Given the uncertain quantity of patching required, I request authorization to approve change orders totaling up to 10% of the contract amount.

Action Required: Accept the low bid from Sunflower Paving in the amount of \$512,856.55 for Project No. 2012-8, which includes 2"-deep milling, patching and asphalt overlay on Route 442 (10th Street) from the Wakarusa River bridge to K-10, and construction of 4'-wide paved shoulders from Ash Street to K-10. Authorize the Public Works Director to approve change orders up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS

PROJECT 2012-8/BID NO. 12-F-0010

DESCRIPTION: HMA MILLING, PATCH, OVERLAY, GEOTECH. FABRIC, TEMP. TRAFFIC CONTR. & SHOULDER ADDTION ON RTE 442

BID TABULATION

April 12, 2012

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	ENGINEER'S ESTIMATE		SUNFLOWER PAVING		BETTIS ASPHALT		HAMM INC. & SUBS.	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Mobilization	1	L.S.	\$20,000.00	\$20,000.00	\$19,100.00	\$19,100.00	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00
2	HMA – Commercial Grade (Class A) (Surface)	4600	Ton	\$62.00	\$285,200.00	\$53.00	\$243,800.00	\$59.05	\$271,630.00	\$63.05	\$290,030.00
3	HMA – Commercial Grade (Class A) (Base)	1419	Ton	\$63.00	\$89,397.00	\$52.00	\$73,788.00	\$57.54	\$81,649.26	\$55.90	\$79,322.10
4	HMA – Commercial Grade (Class A) (Patching)	300	Ton	\$100.00	\$30,000.00	\$93.50	\$28,050.00	\$113.60	\$34,080.00	\$95.00	\$28,500.00
5	Milling (2" Nominal)	34230	S.Y.	\$1.25	\$42,787.50	\$0.70	\$23,961.00	\$1.15	\$39,364.50	\$0.75	\$25,672.50
6	Asphalt Overlay Geotextile	31,739	S.Y.	\$0.75	\$23,804.25	\$0.95	\$30,152.05	\$0.89	\$28,247.71	\$1.00	\$31,739.00
7	Asphalt Cement	41	Ton	\$700.00	\$28,700.00	\$730.00	\$29,930.00	\$697.00	\$28,577.00	\$697.00	\$28,577.00
8	Asphalt Pavement Smoothness	1	L.S.	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$1.00	\$1.00	\$2,500.00	\$2,500.00
9	Shoulder Preparation (HMA Widening)(4' Width)	59	Sta.	\$80.00	\$4,720.00	\$117.00	\$6,903.00	\$139.17	\$8,211.03	\$245.00	\$14,455.00
10	Pavement Edge Wedge	97	Sta.	\$25.00	\$2,425.00	\$48.00	\$4,656.00	\$92.63	\$8,985.11	\$72.00	\$6,984.00
11	Stockpile Existing Shoulder Material	872	C.Y.	\$15.00	\$13,080.00	\$5.50	\$4,796.00	\$7.63	\$6,653.36	\$12.35	\$10,769.20
12	Stockpiled Shoulder Material (Reuse)	265	C.Y.	\$45.00	\$11,925.00	\$14.90	\$3,948.50	\$17.57	\$4,656.05	\$26.30	\$6,969.50
13	Remove Existing Curb and Gutter	144	L.F.	\$40.00	\$5,760.00	\$8.00	\$1,152.00	\$7.50	\$1,080.00	\$10.00	\$1,440.00
14	Construct Curb Transition	25	L.F.	\$75.00	\$1,875.00	\$42.00	\$1,050.00	\$32.00	\$800.00	\$45.00	\$1,125.00
15	Construct Concrete Drainage Flume (3')	20	L.F.	\$125.00	\$2,500.00	\$58.00	\$1,160.00	\$45.50	\$910.00	\$60.00	\$1,200.00
16	Monument Box	3	Ea.	\$1,500.00	\$4,500.00	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$1,000.00	\$3,000.00
17	Traffic Control (Initial Setup)	1	L.S.	\$1,000.00	\$1,000.00	\$3,670.00	\$3,670.00	\$1,227.31	\$1,227.31	\$3,500.00	\$3,500.00
18	Traffic Control – Two Lane w/ One Lane Closed	1	L.S.	\$15,000.00	\$15,000.00	\$14,540.00	\$14,540.00	\$21,521.64	\$21,521.64	\$29,000.00	\$29,000.00
19	Flagger (Set Price)	1	Hr.	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
20	Construction Sign (0 to 9.25 Sq. Ft.)	1435	Ea./Day	\$0.50	\$717.50	\$2.00	\$2,870.00	\$0.30	\$430.50	\$2.00	\$2,870.00
21	Construction Sign (9.26 to 16.25 Sq. Ft.)	595	Ea./Day	\$0.60	\$357.00	\$2.00	\$1,190.00	\$0.50	\$297.50	\$2.00	\$1,190.00
22	Type III Barricade (4-8 Ft.)	70	Ea./Day	\$1.50	\$105.00	\$6.00	\$420.00	\$0.80	\$56.00	\$5.00	\$350.00
23	Type "A" Warning Light	630	Ea./Day	\$0.40	\$252.00	\$1.00	\$630.00	\$0.40	\$252.00	\$1.00	\$630.00
24	Trimline Channelizer	3780	Ea./day	\$1.00	\$3,780.00	\$1.00	\$3,780.00	\$0.35	\$1,323.00	\$1.00	\$3,780.00
25	Portable Changeable Message Sign	20	Ea./Day	\$225.00	\$4,500.00	\$130.00	\$2,600.00	\$150.00	\$3,000.00	\$125.00	\$2,500.00
26	Pavement Marking (Int. Gr.)(WH)(24")	124	L.F.	\$15.00	\$1,860.00	\$20.00	\$2,480.00	\$18.00	\$2,232.00	\$20.00	\$2,480.00
27	Maintenance and Restoration of Haul Road (Set Price)	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
28	Mailbox Installation (Set Price)	1	Ea.	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
TOTAL					\$600,425.25		\$512,856.55		\$574,914.97		\$594,763.30

4/12/2012

Keith A. Browning, PE, Director of Public Works

Date:

Jaime Shew, Douglas County Clerk

DOUGLAS COUNTY PUBLIC WORKS
 PROJECT 2012-8/BID NO. 12-F-0010
 DESCRIPTION: HMA MILLING, PATCH, OVERLAY, GEOTECH. FABRIC, TEMP. TRAFFIC CONTR. & SHOULDER ADDTION ON RTE 442
 BID TABULATION (Page 2)
 April 12, 2012

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	LITTLE JOE'S ASPHALT		UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
				UNIT COST	AMOUNT						
1	Mobilization	1	L.S.	\$3,040.00	\$3,040.00						
2	HMA – Commercial Grade (Class A) (Surface)	4600	Ton	\$62.64	\$288,144.00						
3	HMA – Commercial Grade (Class A) (Base)	1419	Ton	\$16.33	\$23,172.27						
4	HMA – Commercial Grade (Class A) (Patching)	300	Ton	\$129.21	\$38,763.00						
5	Milling (2" Nominal)	34230	S.Y.	\$1.49	\$51,002.70						
6	Asphalt Overlay Geotextile	31,739	S.Y.	\$1.07	\$33,960.73						
7	Asphalt Cement	41	Ton	\$777.08	\$31,860.28						
8	Asphalt Pavement Smoothness	1	L.S.	\$8,786.76	\$8,786.76						
9	Shoulder Preparation (HMA Widening)(4' Width)	59	Sta.	\$651.35	\$38,429.65						
10	Pavement Edge Wedge	97	Sta.	\$589.12	\$57,144.64						
11	Stockpile Existing Shoulder Material	872	C.Y.	\$26.82	\$23,387.04						
12	Stockpiled Shoulder Material (Reuse)	265	C.Y.	\$27.66	\$7,329.90						
13	Remove Existing Curb and Gutter	144	L.F.	\$8.61	\$1,239.84						
14	Construct Curb Transition	25	L.F.	\$58.34	\$1,458.50						
15	Construct Concrete Drainage Flume (3')	20	L.F.	\$79.98	\$1,599.60						
16	Monument Box	3	Ea.	\$775.99	\$2,327.97						
17	Traffic Control (Initial Setup)	1	L.S.	\$4,355.56	\$4,355.56						
18	Traffic Control – Two Lane w/ One Lane Closed	1	L.S.	\$2,652.82	\$2,652.82						
19	Flagger (Set Price)	1	Hr.	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
20	Construction Sign (0 to 9.25 Sq. Ft.)	1435	Ea./Day	\$2.35	\$3,372.25						
21	Construction Sign (9.26 to 16.25 Sq. Ft.)	595	Ea./Day	\$2.66	\$1,582.70						
22	Type III Barricade (4-8 Ft.)	70	Ea./Day	\$8.13	\$569.10						
23	Type "A" Warning Light	630	Ea./Day	\$7.94	\$5,002.20						
24	Trimline Channelizer	3780	Ea./day	\$1.15	\$4,347.00						
25	Portable Changeable Message Sign	20	Ea./Day	\$146.09	\$2,921.80						
26	Pavement Marking (Int. Gr.)(WH)(24")	124	L.F.	\$23.78	\$2,948.72						
27	Maintenance and Restoration of Haul Road (Set	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
28	Mailbox Installation (Set Price)	1	Ea.	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
TOTAL					\$641,579.03						

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DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2012-8

HMA MILLING, HMA PATCH, HMA OVERLAY, GEOTEXTILE FABRIC,
SHOULDER ADDITION AND TEMPORARY TRAFFIC CONTROL
ON DOUGLAS COUNTY ROUTE 442 (E2090 TO K10)

BID # 12-F-0010

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: 03/19/12

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

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DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Thursday, April 12, 2012, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2012-8 consists of 2" mill and overlay on mainline, add 4' paved shoulders from Ash St to K-10 (6" Depth), mill and overlay 48' width from 100' west of Main to Ash St., place crack reduction material on 24' mainline (PetroMat), pavement patching, patterned cold plastic traffic markings for crosswalks and stop bars, place aggregate along shoulders. The project is located on Douglas County Route 442 from E2090 (East end of the Wakarusa Bridge) to the South side of K-10.

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

All bids are submitted on forms obtainable at the Office of the Director of Public Works and County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2010-18", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents, Plans and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Twenty-Five Dollar (\$25.00) non-refundable deposit is required per set, which includes one 11" x 17" set of plans and a copy of the contract documents and specifications. The contract documents, plans and specifications become the property of the prospective bidder and are not returnable. Copies of the project drawings and specifications are on file and open for public inspection at the Office of the County Engineer.

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

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

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

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 03/19/2012

Publication Dates: Thursday, March 22, 2012
Sunday, March 25, 2012

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

Douglas County Administrator
Douglas County Purchasing
Douglas County Shop

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

INFORMATION FOR BIDDERS

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

SPECIFICATIONS

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

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS
(Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

SPECIFICATIONS
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-8", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS
(Continued)

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

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

Section 109

MEASUREMENT AND PAYMENT

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010
PROPOSAL

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

1. Proposal of SUNFLOWER PAVING INC. for the performance of "Douglas County Project No. 2012-8", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if this proposal is accepted, within Twenty Five (25) working days after issuing the "Notice to Proceed". The earliest anticipated date for the "Notice to Proceed" is June 11, 2012. The latest date for the "Notice to Proceed" is July 9, 2012
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in Table 108-1; TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

SUNFLOWER PAVING INC.
Name of Organization

By:

Jeff Engloff
JEFF ENGLOFF, PRESIDENT

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

SCHEDULE OF PRICES

SPEC. NO.	BIDDING ITEMS	APPROX QTYS.	UNIT	UNIT PRICE	AMOUNT
801	Mobilization	1	L.S.	19,100.00	19,100.00
611	HMA – Commercial Grade (Class A) (Surface)	4600	Ton	53.00	243,800.00
611	HMA – Commercial Grade (Class A) (Base)	1419	Ton	52.00	73,788.00
611	HMA – Commercial Grade (Class A) (Patching)	300	Ton	93.50	28,050.00
612/Plans	Milling (2" Nominal)	34230	S.Y.	0.70	23,961.00
Sp. Prov.	Asphalt Overlay Geotextile	31,739	S.Y.	0.95	30,152.05
Sp. Prov	Asphalt Cement	41	Ton	730.00	29,930.00
603/Sp. Prov.	Asphalt Pavement Smoothness	1	L.S.	3500.00	3500.00
Sp. Prov.	Shoulder Preparation (HMA Widening)(4' Width)	59	Sta.	117.00	6,903.00
Sp. Prov.	Pavement Edge Wedge	97	Sta.	48.00	4,656.00
Sp. Prov.	Stockpile Existing Shoulder Material	872	C.Y.	5.50	4,796.00
Sp. Prov.	Stockpiled Shoulder Material (Reuse)	265	C.Y.	14.90	3,948.50
Plans	Remove Existing Curb and Gutter	144	L.F.	8.00	1,152.00
Plans	Construct Curb Transition	25	L.F.	42.00	1,050.00
Plans	Construct Concrete Drainage Flume (3')	20	L.F.	58.00	1,160.00
Plans	Monument Box	3	Ea.	850.00	2,550.00
805	Traffic Control (Initial Setup)	1	L.S.	3,670.00	3,670.00
805	Traffic Control – Two Lane w/ One Lane Closed	1	L.S.	14,540.00	14,540.00
805	Flagger (Set Price)	1	Hr.	\$40.00	40.00
805	Construction Sign (0 to 9.25 Sq. Ft.)	1435	Ea./Day	2.00	2,870.00
805	Construction Sign (9.26 to 16.25 Sq. Ft.)	595	Ea./Day	2.00	1,190.00
805	Type III Barricade (4-8 Ft.)	70	Ea./Day	6.00	420.00
805	Type "A" Warning Light	630	Ea./Day	1.00	630.00
805	Trimline Channelizer	3780	Ea./day	1.00	3,780.00
805	Portable Changeable Message Sign	20	Ea./Day	130.00	2,600.00
Plans/ 2208	Pavement Marking (Int. Gr.)(WH)(24")	124	L.F.	20.00	2,480.00
804/Sp. Prov.	Maintenance and Restoration of Haul Road (Set Price)	1	L.S.	\$2,000.00	\$2,000.00
805	Mailbox Installation (Set Price)	1	Ea.	\$140.00	140.00

GRAND TOTAL 512,856.55

NOTE: Bidder shall extend all items and total bid

MS

[Signature]

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

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 Sunflower Parking Inc. of Lawrence, Kansas 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 11.

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

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:

E. H. [Signature]

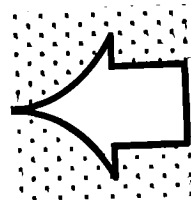
Douglas County Counselor

Name of Organization

4/19/2012
Date

By: _____

Title of Signature



DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-8
BID # 12-F-0010

STATUTORY BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-8
BID # 12-F-0010

STATUTORY BOND (continued)

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

Principal

Surety

Attorney-In-Fact

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

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2012-8

BID # 12-F-0010

PERFORMANCE AND MAINTENANCE BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-8
BID # 12-F-0010

PERFORMANCE AND MAINTENANCE BOND (continued)

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

Principal

Surety

Attorney-In-Fact

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

GENERAL DESCRIPTION:

Douglas County Project 2012-8 consists of 2" mill and overlay on mainline, add 4' paved shoulders from Ash St to K-10 (6" Depth), mill and overlay 48' width from 100' west of Main to Ash St., place crack reduction material on 24' mainline (PetroMat), pavement patching, patterned cold plastic traffic markings for crosswalks and stop bars, place aggregate along shoulders. The project is located on Douglas County Route 442 from ~E2090 (East end of the Wakarusa Bridge) to the South side of K-10.

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

Sheet No.	Sheet Title
1	Title Sheet
2	General Notes, Quantities
3-4	Typical Sections
5	HMA Pavement Patching Detail and Concrete Flume Detail
6-15	Road Plans
16-26	Traffic Control
27	Pavement Marking

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SECTION 837

PAVEMENT WIDENING, SHOULDERING AND PAVEMENT EDGE WEDGE FOR
HMA OVERLAY PROJECTS

Delete this entire section and replace with the following:

837.1 DESCRIPTION

Widen the existing pavement, construct shoulders and/or construct the pavement edge wedge as shown in the Contract Documents.

BID ITEMS

Shoulder Preparation (HMA Widening)
Pavement Edge Wedge
Stockpile Existing Shoulder Material
Stockpiled Shoulder Material (Reuse)

UNITS

Station
Station
Cubic Yard
Cubic Yard

837.2 MATERIALS

a. Material for Pavement Edge Wedge.

Use existing shoulder material or Stockpiled Shoulder Material to the fullest extent possible.

b. HMA Materials. Provide the designated HMA that complies with Division 600.

837.3 CONSTRUCTION REQUIREMENTS

a. Shoulder Preparation (HMA Widening). Excavate along the edge of the existing pavement to the depth, slope and width shown in the Contract Documents. Excavate, remove and stockpile this material at locations shown in the contract documents.

Compact the bottom of the excavated areas for HMA widening according to Type B (MR-90) compaction, Section 205. If material unsuitable for proper compaction is encountered in the bottom of the excavated area, remove the unsuitable material and replace it with stockpiled shoulder material (reuse). Dispose of the unsuitable material in waste sites approved by the Engineer.

Before placing any HMA material in the excavated area, clean the excavated area of all loose material.

Provide for drainage of the excavated area, as necessary.

b. Placing HMA for Pavement Widening. Clean the edge of the existing pavement. Paint or spray a thin coat of asphalt tack on the pavement edge. Place and compact the HMA base material in the excavated area by the method that produces the best results. Place the top lift of HMA shoulder widening (4' width) concurrently with the roadway surfacing. Compact the top lift of HMA surfacing material to comply with the density requirements of HMA Overlay.

c. Pavement Edge Wedge Construction. After the final HMA surface course is in place, construct edge wedges *utilizing previously stockpiled material (if required)* as shown in the Contract Documents. Do not damage the asphalt surfaces. Do not dump or mix material on the asphalt surfaces.

Place the material for pavement edge wedge in a uniform layer. Compact the edge wedge to comply with Type B (MR-90) Compaction. Positive drainage away from the asphalt surface is required (as shown in Contract Documents).

837.4 MEASUREMENT AND PAYMENT

The Engineer will measure "Shoulder Preparation (HMA widening)" by the station as measured along the centerline of roadway, which includes both the left and right side of roadway. This work shall include excavation, shaping and compaction of the widened shoulder area as shown in the contract documents. This item shall also include any entrance and side road grading required to construct entrances and side roads as shown on the plan details.

The HMA quantities for the HMA shoulder widening are included in the roadway surfacing quantities.

The Engineer will measure construction of "Pavement Edge Wedge" by the station as measured along the centerline which includes left and right side of roadway. This work shall include constructing edge wedges for widened shoulders, entrances and side roads within the project limits.

The Engineer will measure the quantity of "Stockpile Existing Shoulder Material" by the cubic yard. This work shall include loading, transporting and stockpiling existing material from shoulder excavation areas, to an approved stockpile location. This item shall also include removing any excess excavated material from entrance and side road construction.

The Engineer will measure "Stockpiled Shoulder Material (Reuse)" by the cubic yard. This work shall include loading, transporting and placing previously Stockpiled Shoulder Material (Reuse) at locations where additional material is required to construct the Pavement Edge Wedge as shown in the plan details. Stockpiled shoulder material (reuse) may be required at various locations throughout the project, as determined by the Engineer. After project completion, any remaining stockpiled material shall become the property of Douglas County for use on other projects.

Payment for "Shoulder Preparation (HMA Widening)", "Pavement Edge Wedge", "Stockpile Existing Shoulder Material", and "Stockpiled Shoulder Material (Reuse)" at the contract unit price is full compensation for the specified work. Items not listed separately are subsidiary to other items in the proposal.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
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RATES OF APPLICATION/ PROJECT CONTINGENCIES:

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (BASE) (150 pcf)	HMA (SURFACE) (150 pcf)
Route 442	11,902 L.F.	24'	3%	3%

-HMA transitions ($\pm 3'$ width) are required at all paved entrances to construct a smooth transition from the newly constructed asphalt surface.

- Emulsified Asphalt (SS-1HP) for Tack: 0.03 gals/s.y. subsidiary to HMA-Commercial Grade

SPECIAL PROVISIONS
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EDITION OF 2007

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

SECTION 804

MAINTENANCE AND RESTORATION

OF HAUL ROADS

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

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

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

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

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

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

NOTE: Final surface repair on East 1750 Road south of K-10 Highway will not be required under this project line item. The Contractor shall perform preventative and repair maintenance, as directed by the Engineer, to minimize damage to E1750 Road during hauling operations. Douglas County will pay for HMA material used for intermediate surface repair at 2.5 times the bid unit cost for HMA-Commercial Grade (Class A)(Surface).

**SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

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

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

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

2.0 MATERIALS:

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

3.0 EQUIPMENT:

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

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

4.0 CONSTRUCTION METHODS:

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

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

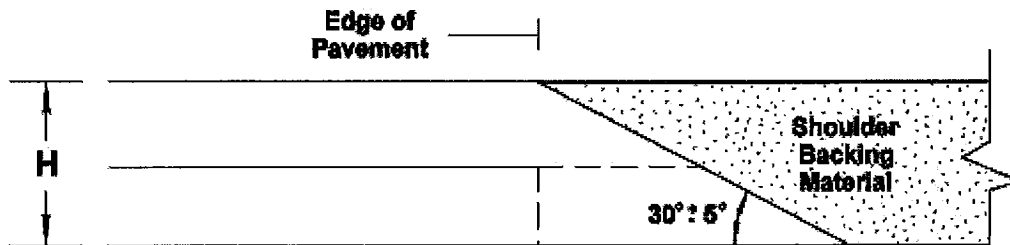
Safety edge shape shall be constructed as shown in the contract documents.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

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



For H < 5 In.

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

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

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SECTION 603 (amended)

ASPHALT PAVEMENT SMOOTHNESS

603.1 DESCRIPTION

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

BID ITEM

Asphalt Pavement Smoothness

UNITS

Lump Sum

603.2 MATERIALS - None specified.

603.3 CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use these methods for corrections:

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

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

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

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

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

603.4 MEASUREMENT AND PAYMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

The following specification labeled Asphalt Overlay Geotextile (Paving Fabric) for Water Resistance and Crack Retardation in New Overlay in the entirety of its four pages is the specification for paving fabric for this contract.

Asphalt Overlay Geotextile (Paving Fabric) for Water Resistance and Crack
Retardation in New Overlay

Description

- 1.1. This item covers the requirements for furnishing materials and installing asphalt overlay geotextile (paving fabric) in accordance with details specified herein. Paving fabric shall be placed at locations shown in the typical overlay section or as specified by the Engineer.
- 1.2 The contractor shall include all supplementary tools and equipment necessary or required for a complete, satisfactory and approved installation.

MATERIALS

2.1 Material shall be a needle punched, nonwoven polypropylene fabric. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects which will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat bonded only on one side to reduce bleed-through of tack coat during installation. The fabric shall meet the following physical requirements:

Tensile Strength	90 lbs. Min. ASTM D 4632
Elongation	55% Min. ASTM D 4632
Asphalt Retention	0.20 gals/sq. yd.
Melting Point	300 deg. F ASTM D 276

2.2 Asphaltic Tack. The asphaltic tack coat used to impregnate the fabric and bond the fabric to the pavement shall be the same grade as the asphalt hot mix.

2.3 Application of Tack:

The tack coat should be applied at the rate of 0.25 - 0.30 Gal./Sq. Yd. based on residual content. The tack coat application rate must be sufficient to saturate the fabric and to bond the fabric to the existing pavement surface. The application rate shall not be in excess which could cause a slippage plane.

Tack coat application shall be accomplished with a calibrated asphalt distributor spray bar. Hand spraying and brush application may be used in locations of fabric overlap, but every effort shall be made to keep hand spraying to a minimum. The tack coat shall be applied uniformly to the prepared, dry pavement surface.

The width of asphalt tack application should be the material width plus 6 inches, and in no case shall be less than 2 inches wider than the fabric width. The tack coat shall be applied only as far in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement.

The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. The minimum temperature shall be 290 deg. F , and the maximum temperature shall not exceed 325 deg. F.

EQUIPMENT

3.1 Asphalt Distributor:

The distributor must be capable of spraying the tack coat at the prescribed temperature and application rate. It must be adjustable to give a uniform spray pattern over the entire width of application. The engineer may require preliminary test applications at an off-site area to ensure proper distributor performance.

The distributor shall be equipped with a hand spray with only one nozzle. The hand spray must be easily controlled and have a positive shut-off valve. Hand spraying may be used only in areas where a distributor cannot be used.

3.2 Paving Fabric Application Equipment:

Special laydown equipment as approved by the Engineer shall be used in the laydown procedure. The laydown equipment shall be capable of providing a smooth installation with a minimum amount of wrinkling or folding.

3.3 Miscellaneous Equipment:

Razor blade knives should be provided to cut the paving fabric. Stiff bristle push brooms to remove bubbles and wrinkles should also be provided. Pneumatic rolling equipment may be required to smooth fabric into the asphalt binder.

CONSTRUCTION PROCEDURE

4.1 Surface Preparation:

The pavement surface shall be thoroughly cleaned of all dirt, water and oil to the satisfaction of the Engineer.

4.2 Paving Fabric Placement:

The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding. In no case shall wrinkles large enough to cause laps of the fabric be permitted. Such wrinkles shall be cut and laid out flat. The fabric shall be broomed or squeegeed to remove air bubbles and make complete contact with the road surface.

The paving fabric shall be placed prior to the tack coat cooling and losing tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a minimum compacted thickness of less than one inch.

The relatively smooth, heat-set side of the paving fabric should be placed up, with the fuzzy side worked into the tack. The material shall be applied when the ambient temperatures are 50 deg. F and rising.

No traffic except necessary construction equipment will be allowed to drive on the paving fabric. Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts and stops shall also be avoided. Damaged fabric shall be removed and replaced with the same type of fabric. Overlaps and slit folds shall be shingled-lapped in the direction of paving. Additional tack coat shall be placed between the overlap to satisfy saturation requirements of the fabric. Overlaps shall be sufficient to ensure full closure of the joint, but shall not exceed six inches.

4.3 Hot Mix Overlay:

Hot mix overlay shall closely follow placement of the paving fabric. All areas in which paving fabric has been placed will be paved during the same day.

Excess tack coat which bleeds through the paving fabric shall be removed. Excess tack coat can be removed by broadcasting hot mix or sand on the paving fabric. Excess sand or hot mix shall be removed before beginning the paving operation. In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay, the paving fabric must be allowed to dry completely before asphalt is placed.

METHOD OF MEASUREMENT

5.1 Paving Fabric:

The unit of measurement of the paving fabric shall be square yards.

5.2 Tack Coat:

Asphalt cement used for the tack coat shall be measured by the ton.

BASIS OF PAYMENT

6.1 Paving Fabric:

The accepted quantities of paving fabric will be paid for at the contract unit price per square yard in place. This price shall be full compensation for furnishing all materials and for all preparation and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

6.2 Tack Coat:

The accepted quantities of asphalt cement used for tack coat for the paving fabric will be paid for at the contract unit price per ton complete in place.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SUBSECTION 611.1 DESCRIPTION, Add the following Bid Items:

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

SUBSECTION 611.2 MATERIALS, Table 611-1,

Change the “Reclaimed Asphalt Pavement (RAP) (max. %)” from 25% to 10% for mixes designated for surface construction and 30% for mixes designated for asphalt base and patching. HMA Base (RCI) shall meet all requirements of Special Provision 07-06010-R01.

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 and entrances.

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

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

SPECIAL PROVISIONS
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.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

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

OFFICE OF



THE SHERIFF

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

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaub

From: Sheriff Kenneth M. McGovern

Date: April 11, 2012

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase three 2013 Ford Police Interceptor sedans, three 2013 Ford Police Interceptor utility vehicles, one 2012 Ford Explorer, and one 2012 Ford E-350 cargo van. This purchase would total \$196,150 and is necessary to ensure the continued reliable operation of our vehicles. The funding for this purchase is currently available in the 2012 Sheriff's Office budget in the vehicle equipment reserve line item.

These eight vehicles would replace eight late model and/or high mileage vehicles that are currently in operation. This purchase would be made utilizing the MACPP joint vehicle bid. Multiple contract awards were given to different dealerships during the MACPP bid process. The purchasing entity determines which dealer to choose based on best pricing, location, etc.

I would like to complete the purchase of these vehicles with Shawnee Mission Ford. Shawnee Mission Ford appears to provide these vehicles with the options needed at the lowest cost.

I recommend that the BOCC authorize the Sheriff to complete the purchase of these vehicles. Attached, you will find copies of the MACCP bid prices for the vehicles. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 145-#-1

Vendor Name/Address:
Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:
Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Contact: Lt. Gary Bunting (785-865-6640)
Date: 03-26-2012

Bill To:
Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Approved by the BOCC on (Date)

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	3	2013 Ford Police Interceptor - Sedan (P2M) with specified options listed in bid # 2011-071		\$ 23,446.00	\$ 70,338.00
100	13000	82000	3	Decal - Badge delete (19D)		\$ -	\$ -
100	13000	82000	3	Dog Dish Hub Caps - Small wheel covers (Delete 64L)		\$ (40.00)	\$ (120.00)
100	13000	82000	3	Floor Covering - Heavy duty vinyl front and rear (no carpet - delete 17I)		\$ (85.00)	\$ (255.00)
100	13000	82000	3	Handles - Inside rear door inoperative (63P)		\$ 35.00	\$ 105.00
100	13000	82000	3	Handles - Rear window inoperative (67D)		\$ 25.00	\$ 75.00
100	13000	82000	3	Keys - All vehicles keyed alike (code 1284X)		\$ 50.00	\$ 150.00
100	13000	82000	3	Seat - Front cloth bucket, rear vinyl bench (RW)		\$ (40.00)	\$ (120.00)
100	13000	82000	1	Service manual (CD)		\$ 200.00	\$ 200.00
100	13000	82000	3	Spot Light - Driver only LED bulb (21L)		\$ 120.00	\$ 360.00
100	13000	82000	3	Temporary Tag (OF)		\$ 3.00	\$ 9.00
				Exterior Color: Medium Titanium Metallic, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 70,742.00

Approved By: _____
Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 145-#-1

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Lt. Gary Bunting (785-865-6640)

Date: 03-26-2012

Approved by the BOCC on (Date)

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	2	2013 Ford Police Interceptor - Utility (K8A) with specified options listed in bid # 2011-071		\$ 25,337.00	\$ 50,674.00
100	13000	82000	2	Decal - Badge delete (16D)		\$ -	\$ -
100	13000	82000	2	Floor Covering - Heavy duty vinyl front and rear (no carpet - delete 16C)		\$ (80.00)	\$ (160.00)
100	13000	82000	2	Handles - Inside rear door inoperative (68G)		\$ 35.00	\$ 70.00
100	13000	82000	2	Handles - Rear window inoperative (18W)		\$ 25.00	\$ 50.00
100	13000	82000	2	Keys - All vehicles keyed alike (code 1284X)		\$ 50.00	\$ 100.00
100	13000	82000	2	Seat - Front cloth bucket, rear vinyl bench (9W)		\$ (40.00)	\$ (80.00)
100	13000	82000	1	Service manual (CD)		\$ 200.00	\$ 200.00
100	13000	82000	2	Spot Light - Driver only LED bulb (51R)		\$ 160.00	\$ 320.00
100	13000	82000	2	Temporary Tag (DI)		\$ 3.00	\$ 6.00
				Exterior Color: Medium Titanium Metallic, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 51,180.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 145-#-1

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Lt. Gary Bunting (785-865-6640)

Date: 03-26-2012

Approved by the BOCC on (Date)

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	1	2013 Ford Police Interceptor - Utility (K8A) with specified options listed in bid # 2011-071		\$ 25,337.00	\$ 25,337.00
100	13000	82000	1	Decal - Badge delete (16D)		\$ -	\$ -
100	13000	82000	1	Interior - Police interior upgrade package (65U)		\$ 350.00	\$ 350.00
100	13000	82000	1	Keys - All vehicles keyed alike (code 1284X)		\$ 50.00	\$ 50.00
100	13000	82000	1	Spot Light - Driver side delete (51Y)		\$ (150.00)	\$ (150.00)
100	13000	82000	1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Medium Titanium Metallic, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 25,590.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 145-#-1

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Lt. Gary Bunting (785-865-6640)

Date: 03-26-2012

Approved by the BOCC on (Date)

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	1	2012 Ford Explorer - (K8B) with specified options listed in bid # 2011-049 Item #15		\$ 23,890.00	\$ 23,890.00
100	13000	82000	1	Keys - 3 identical keys per vehicle		\$ 30.00	\$ 30.00
100	13000	82000	1	Alarm system with remote start (DI)		\$ 530.00	\$ 530.00
100	13000	82000	1	Service manual (CD)		\$ 200.00	\$ 200.00
100	13000	82000	1	Temporary Tag (SMF)		\$ 3.00	\$ 3.00
100	13000	82000	1	Tow - Trailer towing package, heavy duty (52T)		\$ 570.00	\$ 570.00
				Exterior Color: White Suede, Interior Color: Medium Light Stone		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 25,223.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 145-#-1

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Lt. Gary Bunting (785-865-6640)

Date: 03-26-2012

Approved by the BOCC on (Date)

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	1	2012 Ford E250 - (E2E) with specified options listed in bid # 2011-049 Item #27		\$ 18,170.00	\$ 18,170.00
100	13000	82000	1	Air Conditioning - Factory installed, front and rear (574)		\$ 825.00	\$ 825.00
100	13000	82000	1	Battery Upgrade - 750 CCA (63G)		\$ 50.00	\$ 50.00
100	13000	82000	1	Back-up Alarm (DI)		\$ 130.00	\$ 130.00
100	13000	82000	1	Door Locks - Side and rear cargo doors keyed alike		\$ -	\$ -
100	13000	82000	1	Door Locks - Power door locks and windows (90F 54E)		\$ 614.00	\$ 614.00
100	13000	82000	1	Extended Cargo Capacity - Van box extension and upgrade to Ford E350 (S3E)		\$ 2,855.00	\$ 2,855.00
100	13000	82000	1	Keys - 3 identical keys per vehicle		\$ 3.00	\$ 3.00
100	13000	82000	1	Power Driver Seat (90P 21A ME)		\$ 485.00	\$ 485.00
100	13000	82000	1	Service manual (CD)		\$ 200.00	\$ 200.00
100	13000	82000	1	Temporary Tag (SMF)		\$ 3.00	\$ 3.00
100	13000	82000	1	Upgrade Alternator 155 (63M)		\$ 80.00	\$ 80.00
				Exterior Color: Ingot Silver Metallic, Interior Color: Medium Flint		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 23,415.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

MEMORANDUM

To : Board of County Commissioners

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

Date : April 20, 2012

Re : Consent Agenda approval of contract for Pavement Marking services
Project No. 2012-7

Bids were opened April 17 for supplying materials and painting pavement markings on county routes. Pavement markings typically need repainting annually. For the past five years, Douglas County has utilized a renewable contract for pavement marking services. That contract was executed in 2007 with Midwest Striping, Inc., and was renewable through 2011. This year we need to enter into another renewable contract for these services.

Bids were received from three contractors, as follows:

<u>Contractor</u>	<u>Total Bid</u>
Midwest Striping	\$148,326.20
C-HAWKK Construction	\$175,121.20
Twin Traffic Marking	\$293,191.00
Engineer's Estimate	\$160,483.95

The 2012 Road & Bridge Fund 201 has \$148,533 allocated for pavement markings. Typically, this contract under-runs the contract amount slightly.

We recommend awarding a contract to the low bidder, Midwest Striping, in the amount of \$148,326.60.

Action Required: Consent Agenda approval to award contract for Project No. 2012-7, pavement marking services, to Midwest Striping in the amount of \$148,326.20.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2012-7/BID NO. 12-F-0012
DESCRIPTION: PAVEMENT MARKINGS
BID TABULATION
April 17, 2012

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	ENGINEER'S ESTIMATE		Midwest Striping		C-Hawkk Const., Inc.		Twin Traffic Marking	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Application of Painting Materials (4") (WH/YEL)	9435	Gallon	\$4.75	\$44,816.25	\$4.50	\$42,457.50	\$7.50	\$70,762.50	\$16.00	\$150,960.00
2	Material Cost (Paint) (Yellow)	3510	Gallon	\$12.00	\$42,120.00	\$11.11	\$38,996.10	\$10.07	\$35,345.70	\$13.90	\$48,789.00
3	Material Cost (Paint) (White)	5925	Gallon	\$12.00	\$71,100.00	\$11.11	\$65,826.75	\$10.07	\$59,664.75	\$13.90	\$82,357.50
4	Pavement Marking (Paint) (White) (18")	308	L.F.	\$0.30	\$92.40	\$0.15	\$46.20	\$3.00	\$924.00	\$3.00	\$924.00
5	Pavement Marking (Paint) (White) (24")	195	L.F.	\$0.50	\$97.50	\$0.20	\$39.00	\$5.00	\$975.00	\$4.00	\$780.00
6	Pavement Marking (Paint)(Yellow) (18")	561	L.F.	\$0.30	\$168.30	\$0.15	\$84.15	\$3.00	\$1,683.00	\$3.00	\$1,683.00
7	4" Dashed Lines	265	L.F.	\$0.30	\$79.50	\$0.10	\$26.50	\$0.25	\$66.25	\$0.50	\$132.50
8	Pavement Marking Symbol (White) (Paint) (Turn Arrow, Lt-Rt)	40	Ea.	\$30.00	\$1,200.00	\$10.00	\$400.00	\$100.00	\$4,000.00	\$75.00	\$3,000.00
9	Pavement Marking Symbol (White) (Paint) (Combination Arrow)	3	Ea.	\$30.00	\$90.00	\$10.00	\$30.00	\$150.00	\$450.00	\$105.00	\$315.00
10	Pavement Marking Symbol (Paint) (White) ("Only")	1	Ea.	\$45.00	\$45.00	\$15.00	\$15.00	\$125.00	\$125.00	\$200.00	\$200.00
11	Pavement Marking Symbol (Paint) (White) (RRXing. Symbol)	9	Ea.	\$75.00	\$675.00	\$45.00	\$405.00	\$125.00	\$1,125.00	\$450.00	\$4,050.00
TOTAL					\$160,483.95		\$148,326.20		\$175,121.20		\$293,191.00

Keith A. Browning, PE, Director of Public Works

4/17/2012
Date:

Ben Lampe for:
Jaime Shew, Douglas County Clerk

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
DOUGLAS COUNTY PROJECT NO. 2012-7
PAVEMENT MARKINGS
BID NO. 12-F-0012

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Jim Flory, Member

Approved By:

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

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PAINTED INTERSECTION AND RAILROAD CROSSING SYMBOL LOCATIONS - MAP
"ONLY" AND "TURN ARROW" DETAILS
RAILROAD CROSSING SYMBOL DETAILS
ESTIMATED INTERSECTION QUANTITIES

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County Route 442/1023 (2 Pages)
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County Route 438/1029 (3 Pages)
County Route 442/Shawnee County Line
Route 6 Curve

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012
INFORMATION FOR BIDDERS

15. Douglas County is soliciting bids for furnishing and applying traffic line paint to approximately 150 miles of roadway maintained by Douglas County. Douglas County may make changes in the scope of work required to be performed by the Contractor under this contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the contract or any guarantee given by him/her pursuant to the contract provisions. No limit will be fixed and no change order will be required for such increased or decreased quantities nor shall any adjustment in unit prices be allowed, provided the net monetary value of all such additive and subtractive change in quantities of such items of work shall not increase or decrease in the original contract price by more than twenty-five percent (25%).
16. Period of Contract. Date of Award through December 31, 2012. The County may renew this contract for four (4) additional one (1) year periods, at its option, by notifying the Contractor in writing on or before December 31 of the current contract year of its intentions to exercise the option. Such notice from the county to the contractor shall create a binding contract between the Contractor and the County for furnishing and applying traffic line paint on specified county routes during the renewal year on the same terms and conditions as the current year, except for changes in Unit prices as set forth in Paragraph 18.
17. Termination of Contract: Douglas County shall have the right to terminate this contract after giving ten days written notice of termination to the Contractor in the event of any default by the Contractor. It shall be considered a default by the Contractor whenever he shall:
- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
 - c. Fail to provide a qualified superintendent, competent workmen or subcontractors or proper materials or fail to make prompt payment therefore.
- The Contractor may suspend work or terminate the contract upon ten days notice to the Owner and the Engineer for any of the following reasons:
- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
 - b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
 - c. If the Owner should fail to act upon any request for payment within 30 days after approval by the Engineer.
 - d. If the owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.
18. Unit Prices: The contractor will be paid the unit prices as shown on the schedule of prices (SP-1) for the initial contract period effective through December 31, 2012. For renewal years, the material prices may be increased or decreased at County's discretion, to allow for market fluctuations. On or before December 1 of each year before a renewal period, the Contractor shall provide the County with verification and documented proof of actual material unit costs anticipated for the renewal period. The County, in good faith, shall then set the unit prices for the renewal period based upon the verification and the County's own independent investigation.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, April 17, 2012, then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Project No. 2012-7 consists of the application of yellow centerline markings and white edgeline markings to approximately 150 miles of roadway in accordance with the attached specifications. In addition, this project will include application of painted symbols, stop bars, railroad crossing symbols, and words as shown in the schedule of prices. All roads will be made available for application of traffic line paint on or before October 1, 2012. This work will be performed during the Summer/Fall of 2012 upon receipt of a "Notice to Proceed". The bid documents and contract will provide Douglas County with the option to renew the contract for up to four (4) additional one (1) year periods (i.e. application of traffic line markings during the Summer/Fall of 2013, 2014, 2015 and 2016).

All bids are submitted on forms obtainable at the Office of the Director of Public Works and County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or Demand Star, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-7", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents, Plans and Specifications may be obtained from the Director of Public Works and County Engineer of Douglas County, Kansas.

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

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

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works
DATE: 03/22/2012

Publication Dates: Tuesday, March 27, 2012
Sunday, April 1, 2012

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012
PROPOSAL

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

1. Proposal of Midwest Striping Inc for the performance of "Douglas County Project No. 2012-7", 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 . Douglas County will make available approximately 20 centerline miles that may be painted after July 16, 2012. The remaining road miles shall be painted between October 1 and October 26, 2012. If the County exercises its option to renew the contract, the work for subsequent years will be performed in such subsequent years on a similar timeline.
3. In conformity with Article 108.08 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

April 5, 2012

Midwest Striping Inc
Name of Organization

By: Curt Clawson

President

2324 West 11th St

Grand Island Ne

68803

DOUGLAS COUNTY, KANSAS
 PROJECT NO. 2012-7
 BID NO. 12-F-0012
 SCHEDULE OF PRICES

SPEC. NO.	BIDDING ITEMS	APPROX. QTYS.	UNIT	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
07-DG-96	Application of Painting Materials (4")(WH/YEL)	9435	Gallon	4.50	42,457 ⁵⁰
07-DG-96	Material Cost (Paint)(Yellow)	3510	Gallon	11.11	38,996 ¹⁰
07-DG-96	Material Cost (Paint)(White)	5925	Gallon	11.11	65,826 ⁷⁵
07-DG-96 07-DG-97	Pavement Marking (Paint) (White) (18")	308	L.F.	.15	46 ²⁰
07-DG-96 07-DG-97	Pavement Marking (Paint) (White) (24")	195	L.F.	.20	39 ⁰⁰
07-DG-96 07-DG-97	Pavement Marking (Paint) (Yellow) (18")	561	L.F.	.15	84 ¹⁵
07-DG-96 07-DG-97	4" Dashed Lines	265	L.F.	.10	26 ⁵⁰
07-DG-96 07-DG-97	Pavement Marking Symbol (White) (Paint) (Turn Arrow, Lt - Rt)	40	Ea	10.00	400 ⁰⁰
07-DG-96 07-DG-97	Pavement Marking Symbol (White) (Paint) (Combination Arrow)	3	Ea	10.00	30 ⁰⁰
07-DG-96 07-DG-97	Pavement Marking Symbol (Paint) (White) ("Only")	1	Ea	15.00	15 ⁰⁰
07-DG-96 07-DG-97	Pavement Marking Symbol (Paint) (White) (RR Xing. Symbol)	9	Ea	45 ⁰⁰	405 ⁰⁰

GRAND TOTAL \$ 148,326²⁰

NOTE: Bidder shall extend all items and total bid.

RC
 MS

Curt Cloumen
 CONTRACTOR

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

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 _____, 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 Schedule of Prices attached to Contractor's Proposal, the said Contractor shall furnish all labor, equipment, accessories, supplies; 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 Documents 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. 68-521.

Article 3: It is hereby further agreed that Contractor will, for the term of this contract as stated in Article 7, 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 Specifications and Contract Documents, 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 refer to the Contractor, his-her-their heirs, executors, administrators, successors, or assigns.

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.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

CONTRACT (continued)

Article 7. It is hereby further agreed that the term of this Contract shall commence immediately and extend through December 31, 2012. The County may renew this Contract for four (4) additional one (1) year periods by notifying Contractor in writing on or before December 31 of the current contract year of its intentions to exercise the option (i.e., the Contract can be renewed for calendar year 2013 by written notice on or before December 31, 2012 and the Contract can be renewed for calendar year 2014 by written notice on or before December 31, 2013). Such notice from the County to the Contractor shall extend this Contract for one year and require Contractor to apply traffic paint to specified County routes during the renewal year on the same terms and conditions as the current year, except for changes in Unit prices as set forth in the Specifications and Contract Documents.

Article 8. It is hereby further agreed that, if the County exercises its option to renew this Contract for additional years as set forth in Article 7, the Contractor shall, within twenty-one (21) days of receipt of such notice, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the contract sum for the renewal period.

IN WITNESS WHEREOF, the County and Contractor, 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

Chairperson

Date

Commissioner

Approved as to Legality:

Commissioner

Douglas County Counselor

Name of Contractor

Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-7
BID NO. 12-F-0012

STATUTORY BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-7
BID NO. 12-F-0012

STATUTORY BOND (continued)

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

Principal

Surety

Attorney-In-Fact

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

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

PERFORMANCE AND MAINTENANCE BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-7
BID NO. 12-F-0012

SPECIFICATIONS

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

DIVISION 100
GENERAL CLAUSES AND COVENANTS
Section 101
DEFINITION AND TERMS

101.05 BID BOND - ADD - The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the total bid for the first year initial term.

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

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

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

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

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

101.36 LABORATORY - DELETE item and ADD - The testing laboratory designated by the Engineer.

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

SPECIFICATIONS
(Continued)

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.02 PREQUALIFICATION OF BIDDERS - DELETE the first sentence beginning with "Before...." and ending with "....bid" and ADD - Bidders shall be qualified for the type and magnitude of work covered by this Contract. The Engineer may request references of at least three (3) owners of previous traffic marking projects performed by the prospective bidder completed within the past 12 months. Previous projects should be of similar scope and magnitude to Project 2012-7. Douglas County's award of the contract may be based in part on references submitted.

102.02(b)(c)(d)(e) - DELETE ALL beginning with "A prospective bidder", and ending with the final sentence of the subsection "....the individual classifications", and ADD - Nothing in the above qualifications shall be construed as depriving the County of the right to reject any bid prior to the award of the Contract, where other circumstances and developments have in the opinion of the Secretary of Transportation changed the qualifications or responsibility of the bidder.

All proposal blanks shall be obtained by qualified bidders from the Office of the Director of Public Works of Douglas County, 1242 Massachusetts, Lawrence, Kansas. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.10 PREPARATION OF PROPOSAL - DELETE ALL beginning with the fourth paragraph "If one or more...."and ending with the final sentence of the Article "....with other classifications.", and ADD - If one or more Contracts are bid upon, combination bids as described below will be accepted. If the bidder desires to make the space provided for this purpose in the Proposal, the combination or combinations he will accept. Qualified bidders may tie two or more Contracts.

In case a bidder desires to make a deduction if awarded more than one Contract, the deduction may be shown (1) as a certain deduction of the unit price on one or more of the major items of the work (which is preferable) or, (2) by a lump sum deduction, if shown, will be deducted in the amount specified and will not be adjusted due to an increase or decrease in the final amount due on the Contract. Percentage deductions, if shown will be deducted as the specified percentage of the amount due on the Contract.

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

SPECIFICATIONS
(Continued)

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

102.13 DELIVERY OF PROPOSAL - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-7", 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.

102.14 WITHDRAWAL OF PROPOSAL - 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.

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

103.05 REQUIREMENTS OF CONTRACT BOND - 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) days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

SPECIFICATIONS
(Continued)

103.06 EXECUTION OF CONTRACT - DELETE the first sentence beginning with "The successful bidder...." and ending withby the secretary." and ADD - The successful bidder shall furnish satisfactory Bonds and sign the Contract at the Office of the County Clerk, Courthouse, Lawrence, Kansas, within twenty-one (21) days after notice of the award of Contract.

103.07 FAILURE TO EXECUTE 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

109.06 (b) RETAINAGE – Delete this section and replace with the following: 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).

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS

EDITION OF 2007

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

GENERAL DESCRIPTION AND CONSTRUCTION SEQUENCING:

Project 2012-7 consists of furnishing and applying traffic line paint to approximately 150 miles of roadway maintained by Douglas County.

The contractor will also be responsible for painting intersections, including turning lanes, wording, stop bars, and railroad crossing symbols at specific locations as shown in these documents or as specified by the Engineer.

In completing this work, the contractor shall address the following priorities:

- A. Centerline markings for priority routes (Available on or before Oct. 1)
- B. All other centerline markings
- C. Edge lines, intersection and railroad crossing symbols.

All routes that receive centerline markings will require white edge line markings.

Estimated Lengths of 4" Longitudinal Traffic Lines

For Information Only

Item	County Wide Striping Totals
4" White Pavement Markings	1,571,676 L.F.
4" Yellow Pavement Markings	930,946 L.F.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS

EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1.	Pavement Marking Map – County Wide
2.	Painted Intersection and Railroad Crossing Symbol Locations – Map
3.	“Only” and “Turn Arrow” Details
4.	Railroad Crossing Symbol Details
5.	Estimated Intersection Quantities

INTERSECTION DETAILS (For Information Only)

County Route 442/1057 (3 Pages)
 County Route 1023/1029 (2 Pages)
 County Route 442/1023 (2 Pages)
 County Road E900/Clinton Parkway (2 Pages)
 31st Street/Louisiana Ave. (2 Pages)
 31st Street/Haskell Ave.
 County Route 438/K-10 (3 Pages)
 County Route 438 Berry Plastics Turn Lane (2 Pages)
 County Route 438/1029 (3 Pages)
 County Route 442/Shawnee County Line
 County Route 6 Curve

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS

EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS

EDITION OF 2007

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

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

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

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

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

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

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

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

SPECIFICATIONS: The bidder and/or Contractor is 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. Copies may be purchased from the Kansas Department of Transportation, State Office Building, Topeka, Kansas 66612.

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS**

EDITION OF 2007

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

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

3.0 CONSTRUCTION REQUIREMENTS.

(a) Equipment.

Use self propelled or truck-mounted equipment which is designated for the purpose of applying painted traffic lane markings of the type, width and thickness required. Hand application or towing of the equipment will not be allowed for longitudinal markings. Equip the machine with an adjustable guide-on to assure proper placement of the line. On previously painted routes, the striping machine shall be capable of accurately superimposing lines upon existing stripes.

(b) Surface Preparation.

The County will broom all routes prior to painting operations.

(c) Alignment.

The County will layout all intersection details prior to painting operations. The contractor shall locate all longitudinal pavement marking stripes a maximum of six inches from existing longitudinal joints. If longitudinal pavement markings are not properly aligned with the "True" centerline of the roadway, the engineer will require the contractor to place guide marks (2 in. by one foot at 50 ft. intervals) for the application of the pavement markings.

(d) Pavement Marking Application.

Mix and thin paint in accordance with the manufacturer's recommendations.

Apply paint at a wet film thickness of 18 mils at an approximate rate of 3.77 gal./1,000 ft. for 4 in. solid line and 0.94 gal./1,000 ft. for 4 in. broken line. For other widths of marking, increase the amount of paint proportionally.

Apply glass beads to the painted line at a minimum rate of 6 lbs. of glass beads for each gallon of paint. Glass beads shall be uniformly distributed across the width of line. Use an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the line as it is being installed. Equip the glass bead dispenser with an automatic cut-off control synchronized with the cut-off of the paint.

Intermittent skip lines shall be painted as 12.5 Feet segments with 37.5 Feet gaps. Double centerlines should consist of 4" lines separated by 4" spaces.

Do not apply paint when the air temperature is below 40 degrees Fahrenheit, upon damp or frosted surfaces or when in the opinion of the Engineer, conditions are not satisfactory for the work.

The Engineer will check the painted wet film thickness at the beginning of each day, and at varied intervals throughout the day to insure that the materials are being placed at the proper thickness. The Engineer shall be notified prior to making any adjustments that will vary the mil thickness.

(e) Replacement of Unsatisfactory Pavement Marking.

The Engineer will verify the width of finished lines. The required widths of lines will be shown on the plans. Applied pavement markings shall be straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance.

The Contractor shall remove and replace pavement marking that has areas that present a ragged appearance, areas that do not present clear and sharply defined edges, or areas with abrupt unintended changes in alignment or areas with unsatisfactory night time reflectivity.

The removal and replacement of unsatisfactory pavement marking will be at the Contractor's expense.

4.0 MEASUREMENT AND PAYMENT

The "Application of Painting Materials (4")(WH/YEL)" will be measured and paid based on the actual amount of painting materials used, applied and accepted at the per unit cost shown on the schedule of prices. The bid items "Material Cost (Paint)(Yellow)" and "Material Cost (Paint)(White)" will be measured and paid by the actual amount of paint applied. This price shall include the cost for materials (including paint and beads) and any incidentals needed to complete the work.

The amount bid per each "Turn Arrow (Lt./ Rt./ Comb.)", "ONLY", and Railroad Crossing Symbol shall be measured and paid per each unit installed and accepted. The length of Pavement Marking (Paint)(Yellow)(18") and Pavement Marking (Paint)(White)(18", 24") shall be measured and paid per linear foot installed and accepted. The prices shall include all labor, equipment, tools, and incidentals necessary to complete the work as shown on the plans in a safe and satisfactory manner. The amount of materials (paint, beads, etc.) used to complete these bid items will be measured and paid for at the contract unit price as shown in the schedule of prices for "Material Cost (Paint)(Yellow or White)".

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.

Add a new Subsection to Section 2200.

SECTION 2215

TRAFFIC LINE PAINT

1.0 Description:

This Special Provision covers traffic line paint and glass beads suitable for use as retroreflective pavement markings on portland cement concrete or bituminous pavement.

2.0 REQUIREMENTS:

2.1 Paint

(a) Use white or yellow paint which is specifically manufactured for use on traffic markings. The paint must comply with volatile organic compound (VOC) requirements, be lead and other toxic heavy metal free, and exhibit the following qualities:

- (1) Dry-Opacity: A contrast ratio of not less than 0.96 when the paint is applied with a 300um-film applicator. Dry Opacity will be determined according to Method 4121, Federal Test Method Standard No. 141a. Apply the paint with the above applicator to the chart specified in Section 1.1 of Method 4121.
- (2) Daylight Reflectance: Daylight Reflectance of the white paint not less than 80% relative to magnesium oxide when tested according to Method 6121, Federal Test Standard No. 141a.
- (3) Color: Closely match the color of the yellow paint with Color No. 33538 of Federal Test Standard No. 595a.
- (4) Bead Embedment: Apply paint to a glass panel at a wet film thickness of 300 um followed immediately by an application of glass beads (AASHTO M247, Type 1) dropped onto the surface of the paint. After drying for at least 24 hours observe the amount of bead embedment with a 30 power microscope. At least 90 % of the beads must be embedded between 40 and 60%.

- (b) The Engineer may take two-one quart samples for verification samples of each color of paint used on each project and forward the samples to the Materials and Research Center for verification testing.

2.2 Glass Beads for Traffic Line Paint:

Furnish regular beads which are specifically manufactured to be compatible with the paint being used, and which comply with the requirements of AASHTO m247, Type 1. Beads are to be coated with a moisture resistant coating and an adhesion promoting coating which is compatible with the paint being used.

The Engineer may take a one-gallon verification sample of glass beads used on each project and forward the sample to the MRC for verification testing.

3.0 Basis of Acceptance:

Acceptance of traffic line paint and glass beads will be made on the basis of Type "D" certifications as set forth in Section 2600, visual inspection of performance and consistency on the project site, and satisfactory results of tests performed by the Materials and Research Center on samples representing each batch of material supplied.

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.

COUNTY SHOP STAGING AREA: The Douglas County Public Works Department will make the County Shop Complex available from ten (10) days prior to the Notice to Proceed date until ten (10) days after completion of the project. All containers, cleaning agents, supplies, etc. shall be removed and the site left in a clean condition prior to final payment. Inside storage will be available for bead storage.

The contractor shall make arrangements for deliveries during shop operating hours, 7:00 - 3:30, and shall make arrangements for loading and unloading of materials during these hours. The shop complex will be available after hours, with 24 hour notification, once the Notice to Proceed is issued.

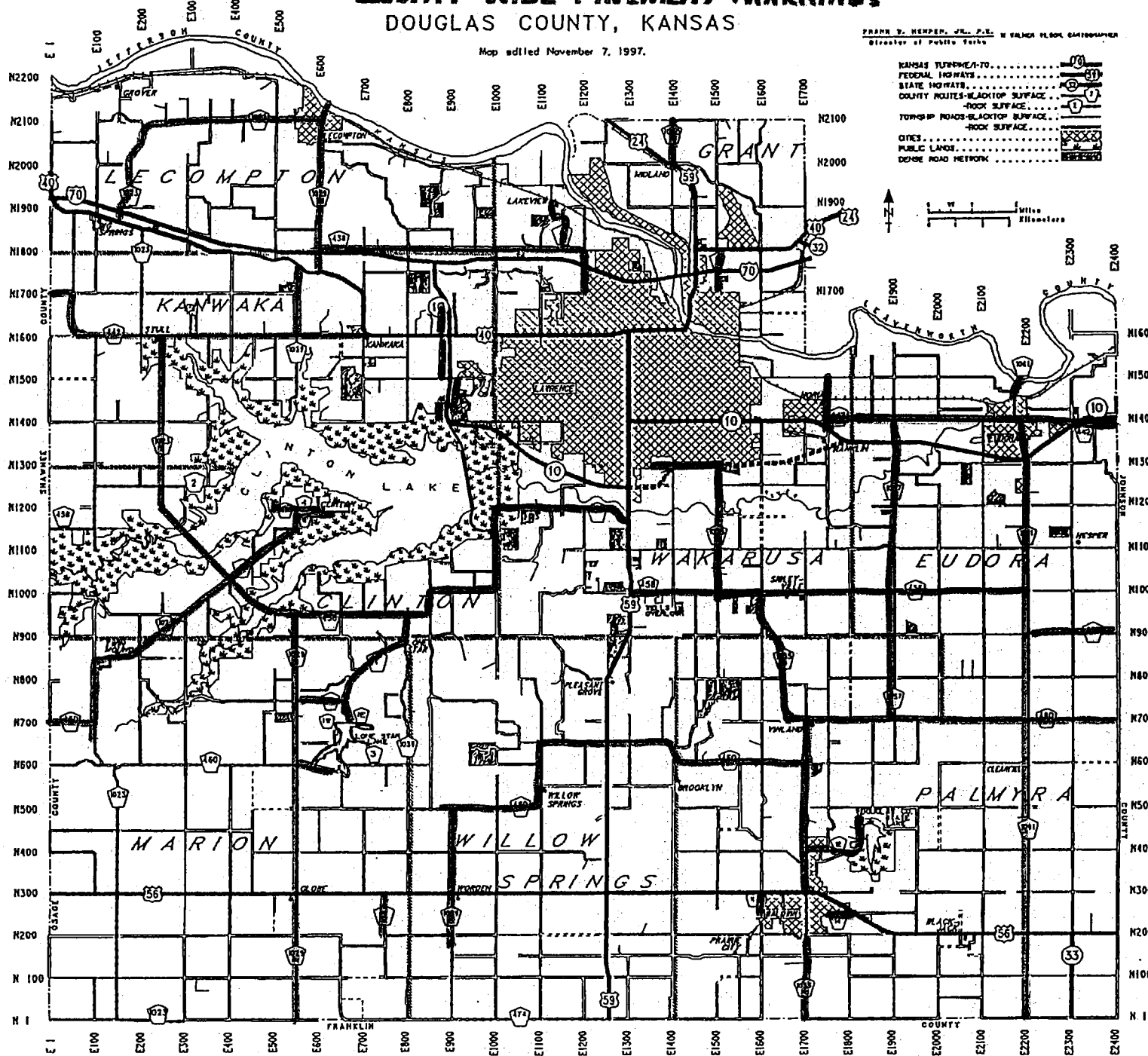
The contractor shall assume all liability for injury to persons or property resulting from use of this site.

COUNTY WIDE PAVEMENT MARKINGS

DOUGLAS COUNTY, KANSAS

Map edited November 7, 1997.

FRANK D. HEMPER, JR., P.E. & VALERIA FLECK, CARTOGRAPHER
Director of Public Works



Douglas County Public Works
PAVEMENT MARKING LOCATION MAP

SHEET — DJF

Project No.	1342
Prepared By	Kevin D. Lee
Checked By	Kevin D. Lee
Date	1/1/2000



Douglas County Public Works
1342 Massachusetts
Lawrence, Kansas 66044

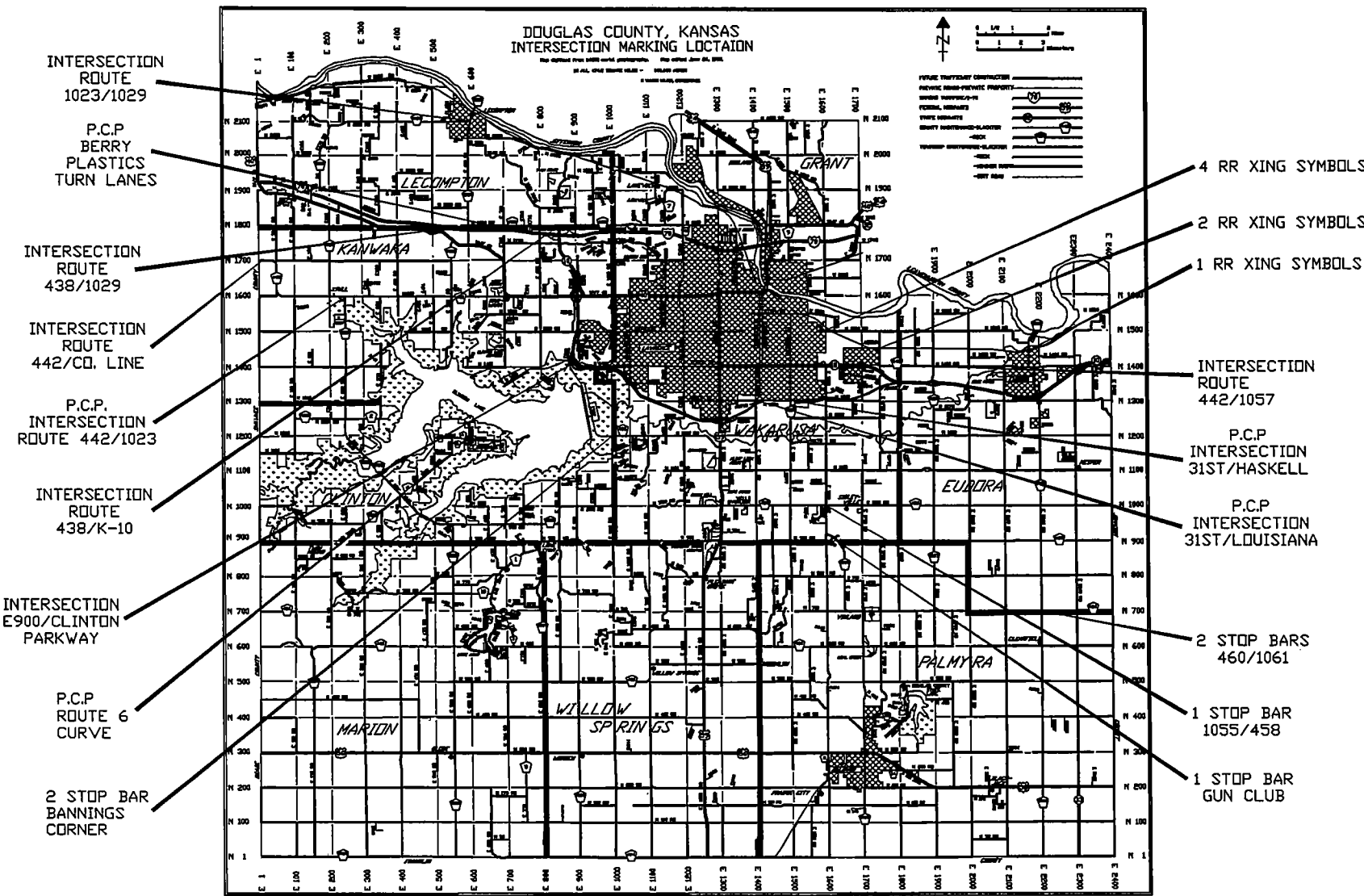
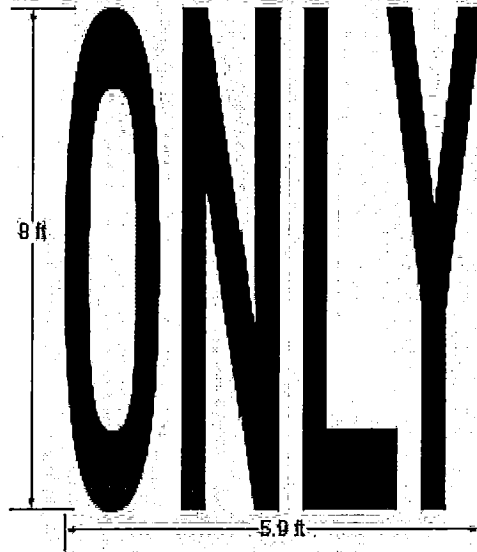


Figure 3B-23. Example of Elongated Letters for Word Pavement Markings

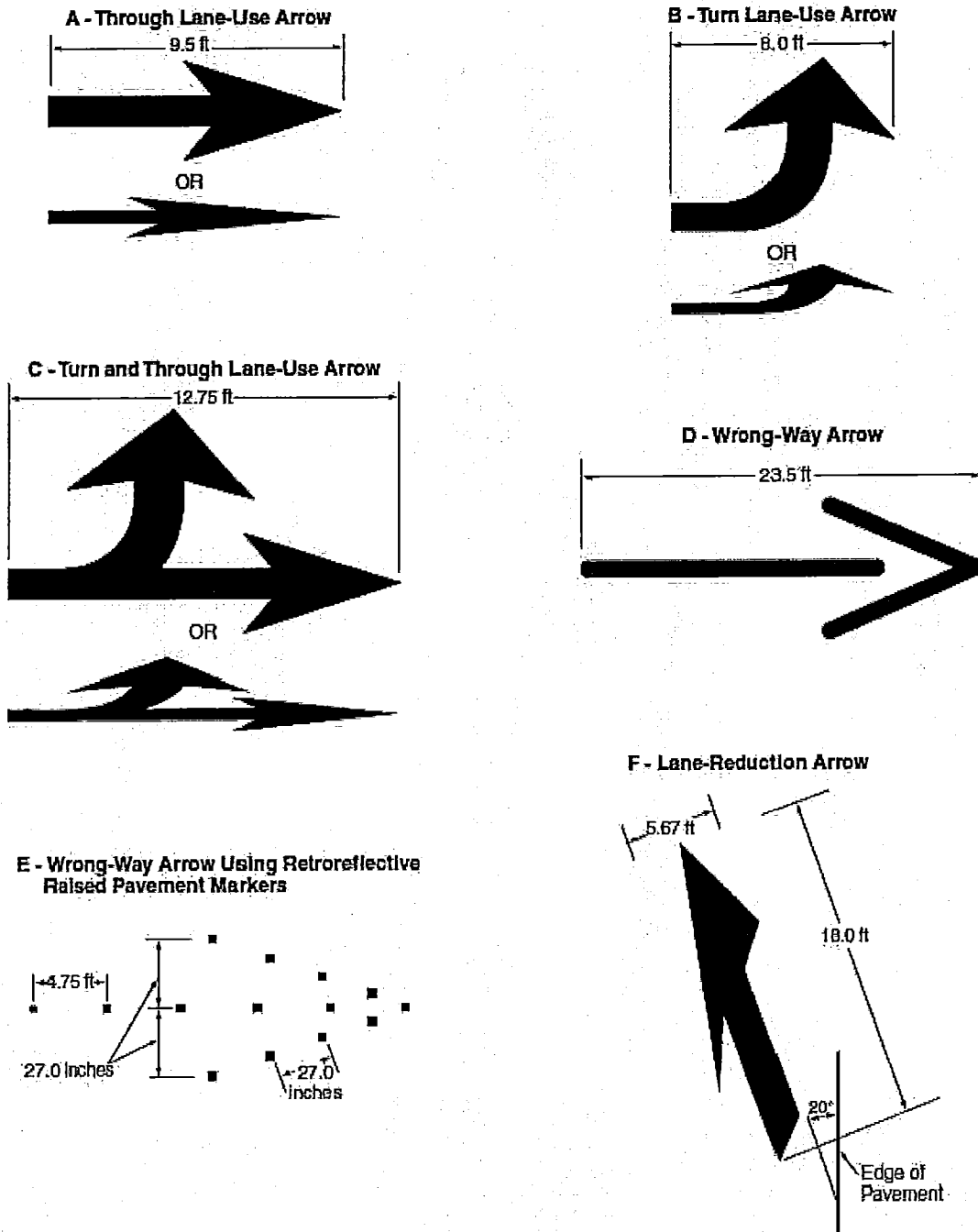


December 2009

Sect. 3B.19 to 3B.20



Figure 3B-24. Examples of Standard Arrows for Pavement Markings



Notes:

1. Typical sizes for normal installation; sizes may be reduced approximately one-third for low-speed urban conditions; larger sizes may be needed for freeways, above average speeds, and other critical locations.
2. The narrow elongated arrow designs shown in Drawings A, B, and C are optional.
3. For proper proportion, see the Pavement Markings chapter of the "Standard Highway Signs and Markings" book (see Section 1A.11).

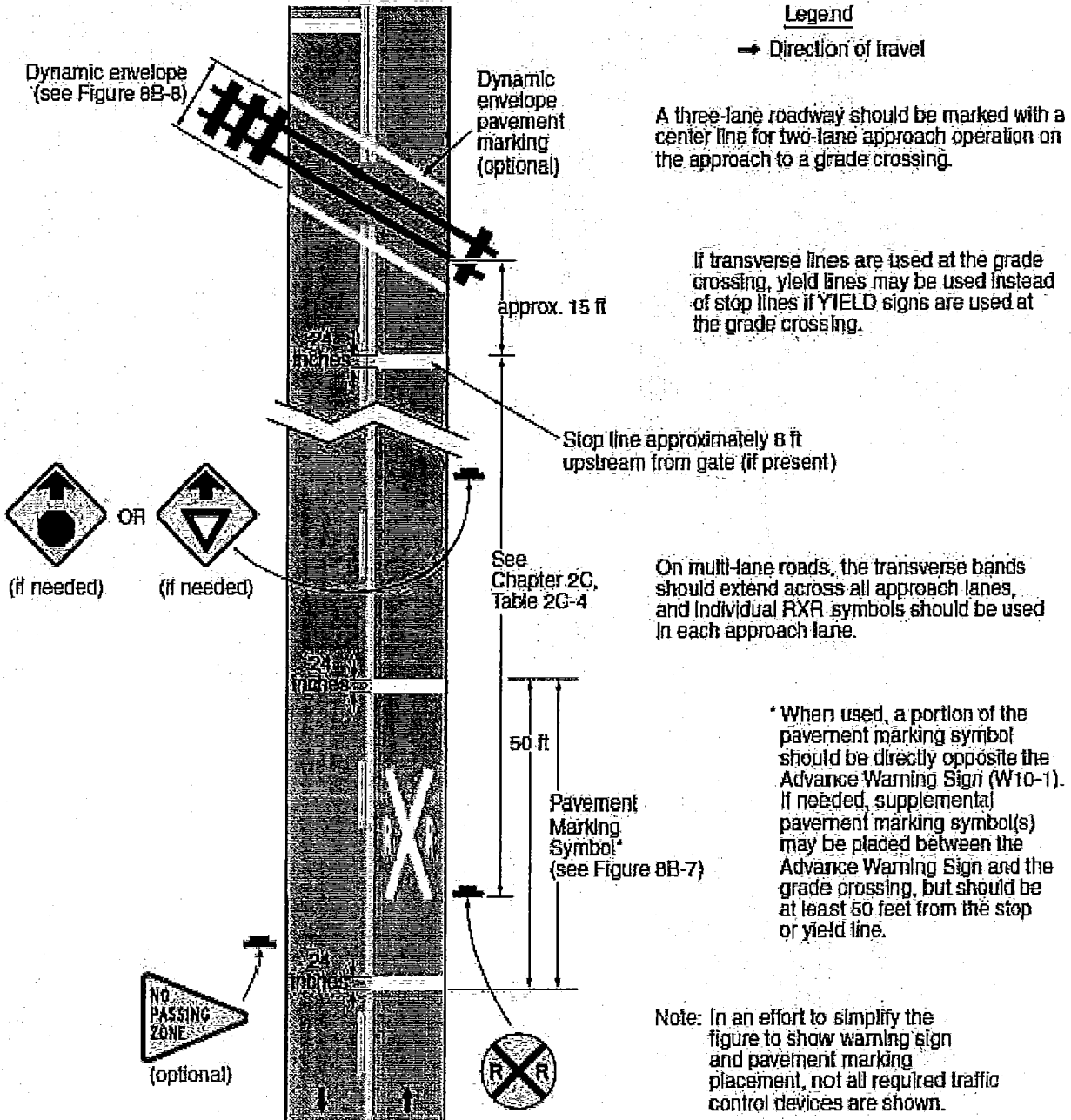
Sect. 3B.20

December 2009

MIRROR EXISTING MARKINGS UNTIL EXISTING MARKINGS ARE REMOVED BY CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.



Figure 8B-6. Example of Placement of Warning Signs and Pavement Markings at Grade Crossings



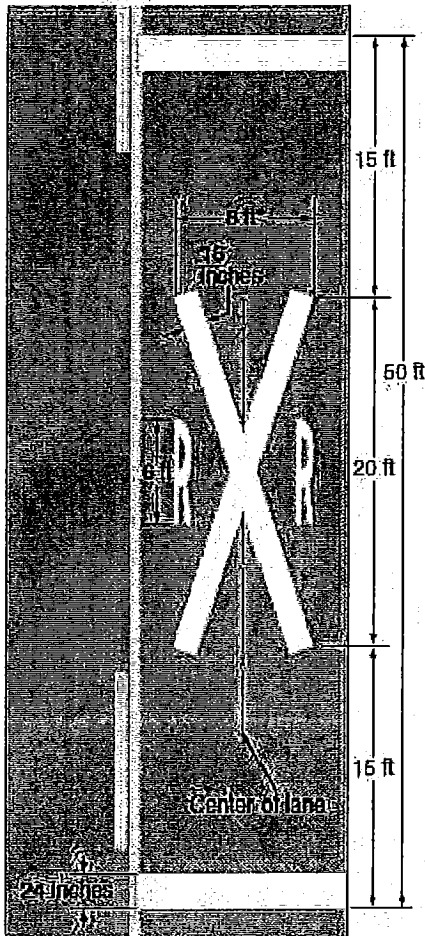
NOTE:

MIRROR EXISTING MARKINGS UNTIL EXISTING MARKINGS ARE REMOVED BY CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.



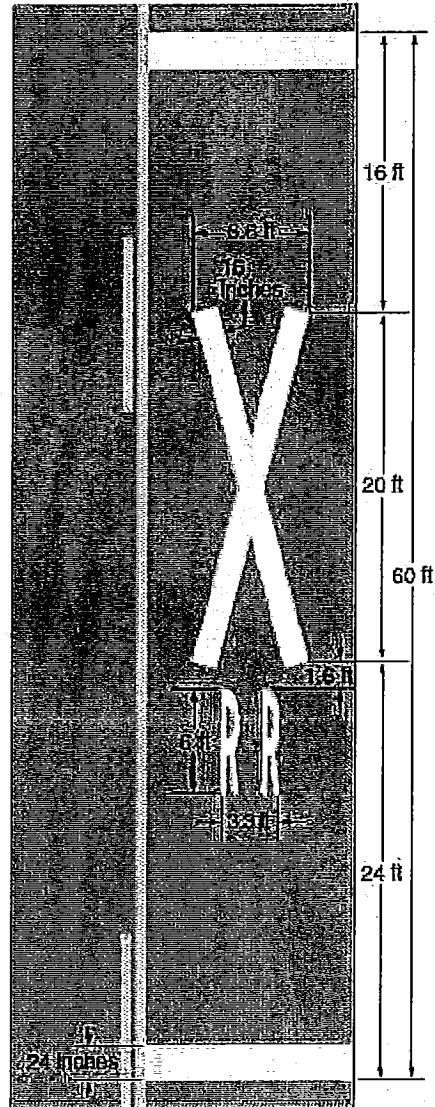
Figure 8B-7. Grade Crossing Pavement Markings

A - Grade crossing pavement marking symbol



*Width may vary according to lane width

B - Grade crossing alternative (narrow) pavement marking symbol



Note: Refer to Figure 8B-6 for placement



**DOUGLAS COUNTY
ESTIMATED INTERSECTION QUANTITIES**

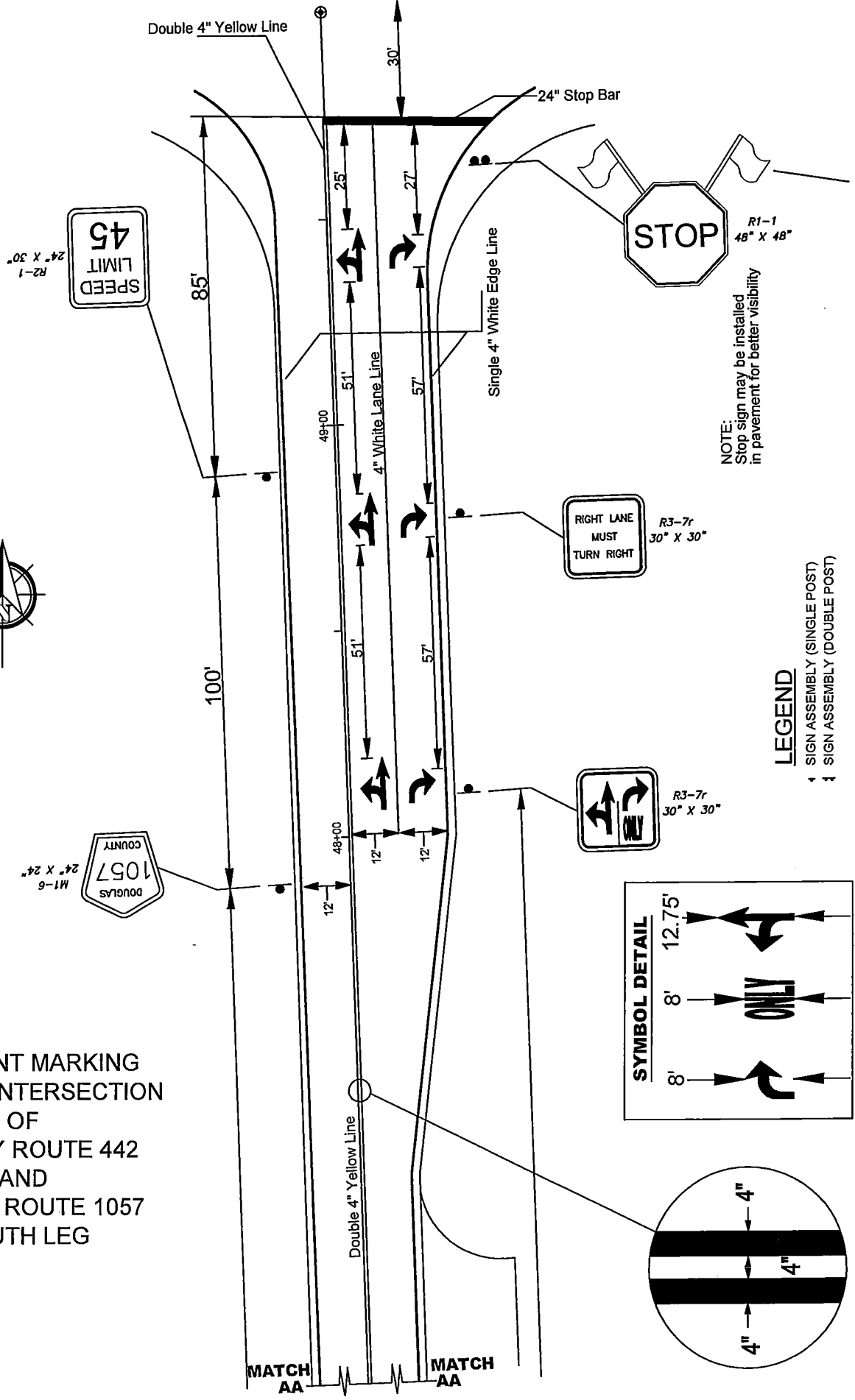
LOCATION	WHITE PAINT						YELLOW PAINT	PCP			
	ONLY (EA.)	24" STOP BAR (L.F.)	18" DIAG. LINES (L.F.)	4" DASHED LINES	LEFT ARROW (EA.)	RIGHT ARROW (EA.)	COMBINATION ARROW (EA)	18" DIAG. LINES (L.F.)	White 4" Lines	White 6" Lines	Yellow 4" Lines
1. Clinton Pkwy & E900Rd					2			122			
2. Rte. 438 & K-10		28			8	6		126			
3. Rte. 1023 & Rte. 1029					3	3		73			
4. Rte. 442 & Rte. 1057	1	37	308		3	2	3	98			
5. Rte. 442 & County Line								62			
6. Rte.460 & Rte.1061		23									
7.Rte. 438 & Rte. 1029		43		265	8	5		80			
8. Rte.1055(NBL)& Rte.458		18									
9.Rte. 458 (Bannings Corner)		11									
10. Rte. 458 (C.O.E.)		18									
11.Route 1055/E900 (Gun Cl.)		17									
PAINT TOTALS	1	195	308	265	24	16	3	561			

PCP Intersections

	PCP										
31st & Haskell Avenue		66			5				1,184	220	10,192
31st & Louisiana Street		24			3				5149	110	5350
Route 442 & 1023 (Stull)					2	2		72		235	3434
Rte 438 @ Berry Plastics				83	6	7		128	5584		8260
Rte 6 Curve										1940	1900
PCP TOTALS		90		83	16	9		200	11917	2,505	29136

NOTE: These quantities are estimated and shown for information only.

PAVEMENT MARKING
FOR THE INTERSECTION
OF
COUNTY ROUTE 442
AND
COUNTY ROUTE 1057
SOUTH LEG



NOTE:
Stop sign may be installed
in pavement for better visibility

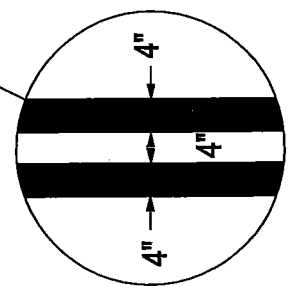
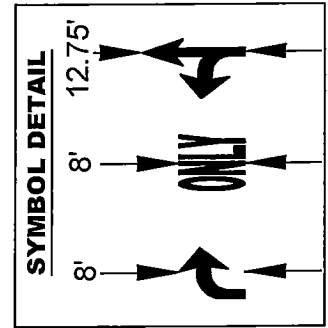
*FLAGS SHALL BE DISPLAYED FOR 30 DAYS
FROM OPENING OF ROADWAY

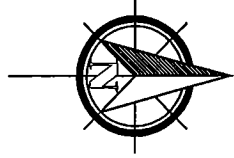
RIGHT LANE
MUST
TURN RIGHT
R3-7r
30" X 30"

R3-7r
30" X 30"

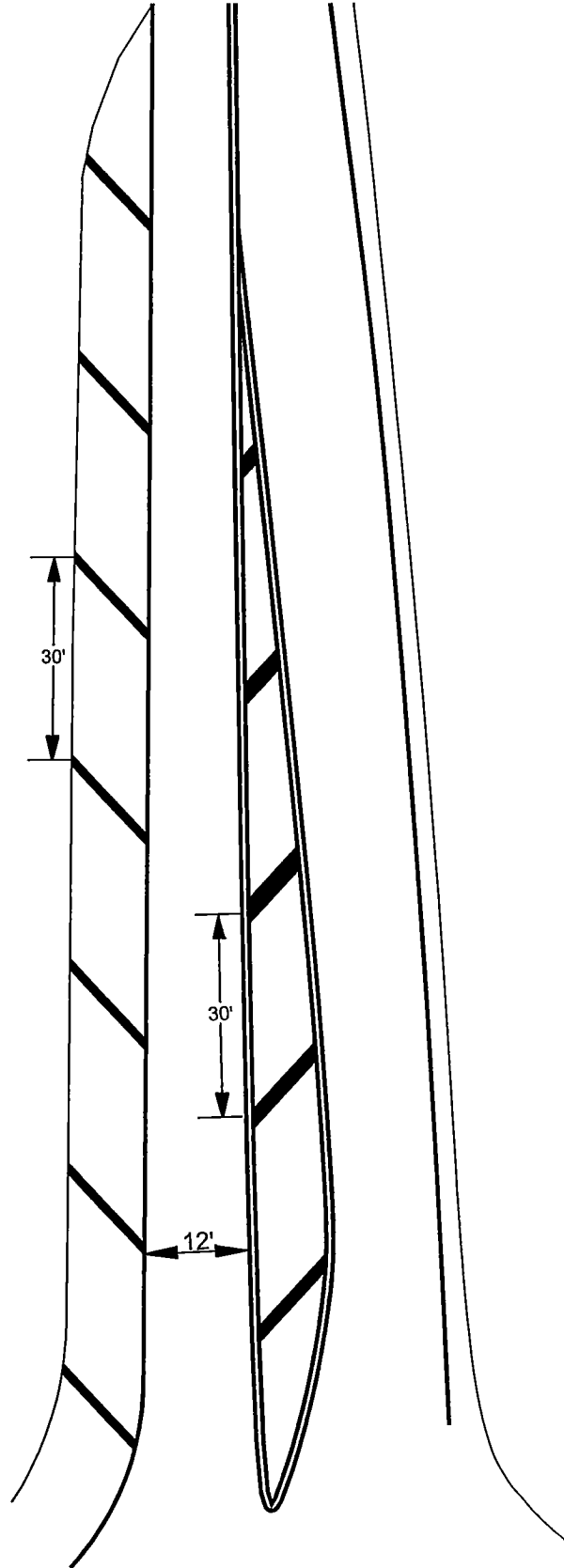
LEGEND

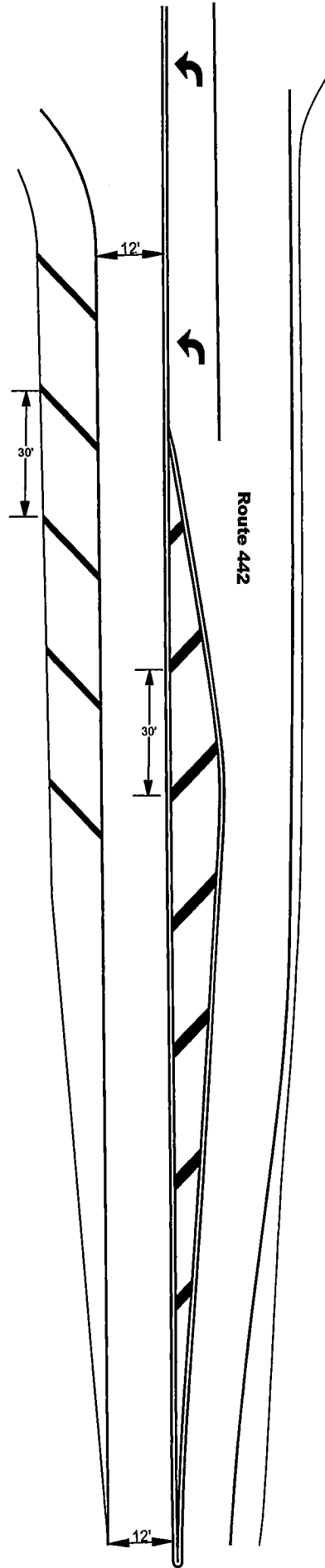
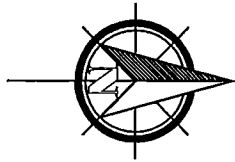
- 1 SIGN ASSEMBLY (SINGLE POST)
- 1 SIGN ASSEMBLY (DOUBLE POST)





PAVEMENT MARKING
FOR THE INTERSECTION
OF
COUNTY ROUTE 442
AND
COUNTY ROUTE 1057
442 WEST LEG





PAVEMENT MARKING
FOR THE INTERSECTION
OF
COUNTY ROUTE 442
AND
COUNTY ROUTE 1057
442 EAST LEG



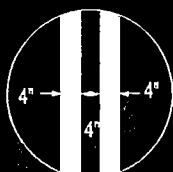


NOT TO SCALE

4" WHITE EDGELINES

30 DEGREES

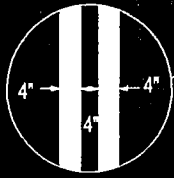
18" DIAG. LINES



NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



NOT TO SCALE



4" WHITE EDGELINES

30 DEGREES

18" DIAG. LINES

75'

50'

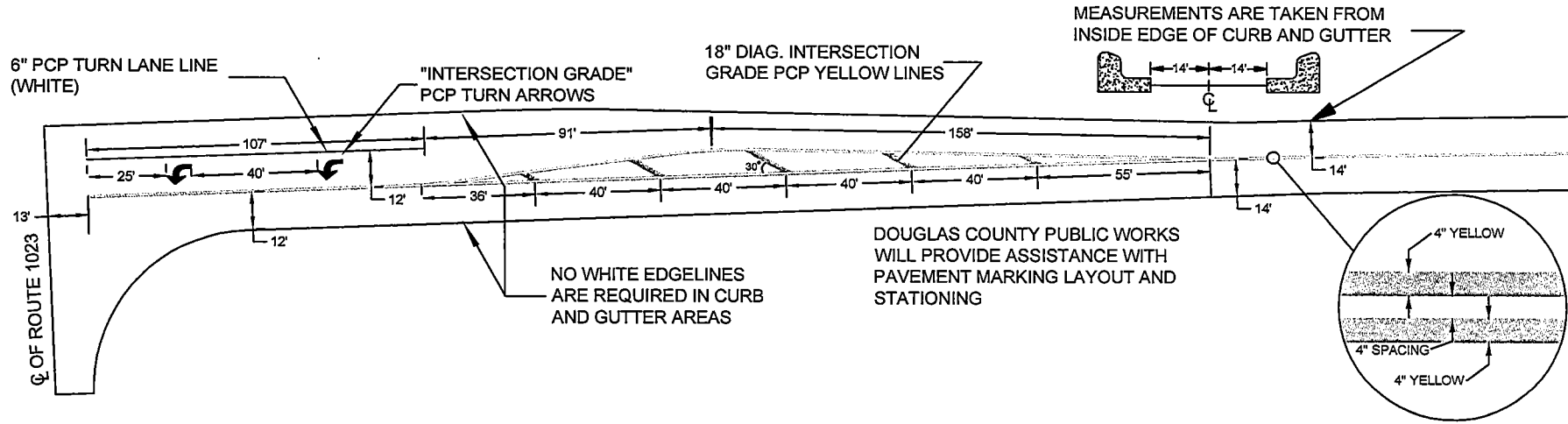
205'

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE

ROUTE 442 AND ROUTE 1023 EAST LEG



NOT TO SCALE



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

INTERSECTION
442 AND 1023 (STULL)
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL

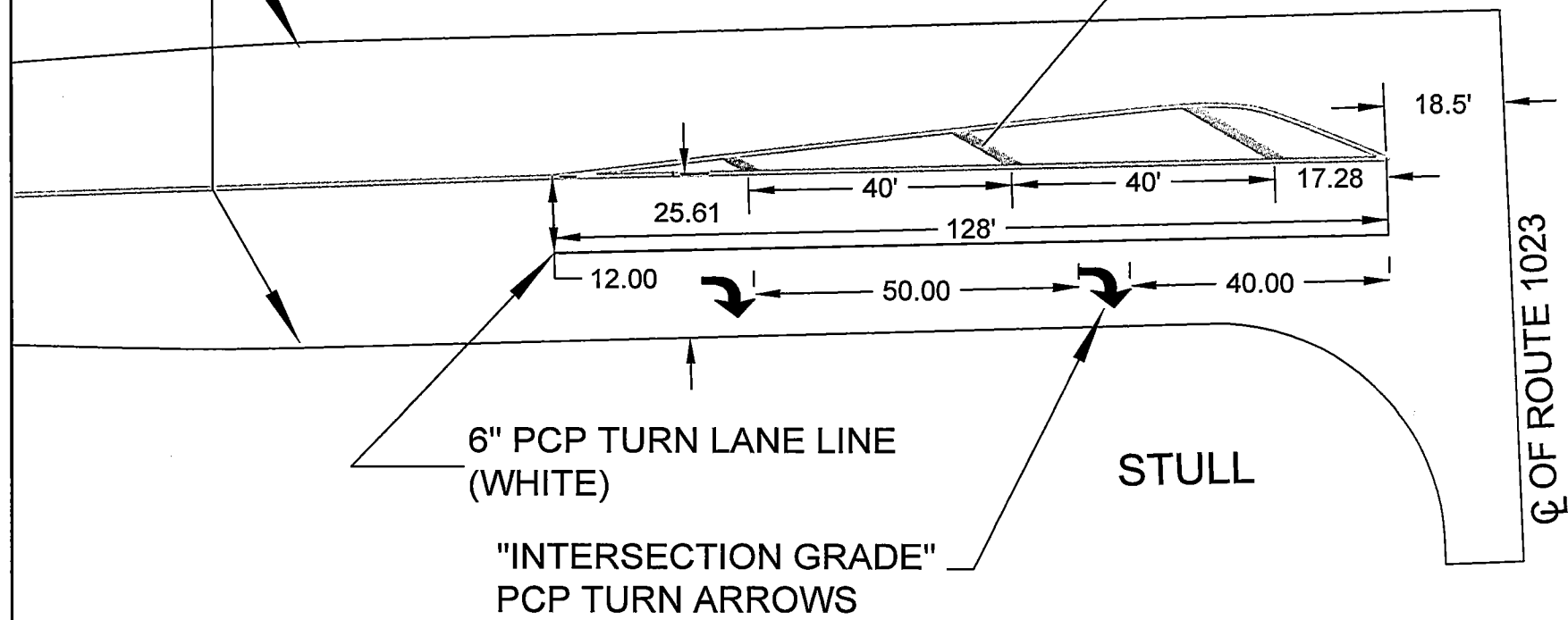
ROUTE 442 AND ROUTE 1023 WEST LEG



NOT TO SCALE

ES
URB
S

18" DIAG. INTERSECTION
GRADE PCP YELLOW LINES



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

INTERSECTION
442 AND 1023 (STULL)
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL



SCALE: 1" = 40'

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE

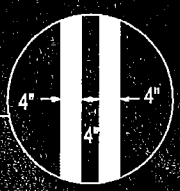
4" WHITE EDGELINES

18" DIAG. LINES
SPACED AT 30'

30 DEGREES

285'

30'



6" WHITE LANE LINE

30'

30'

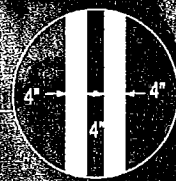
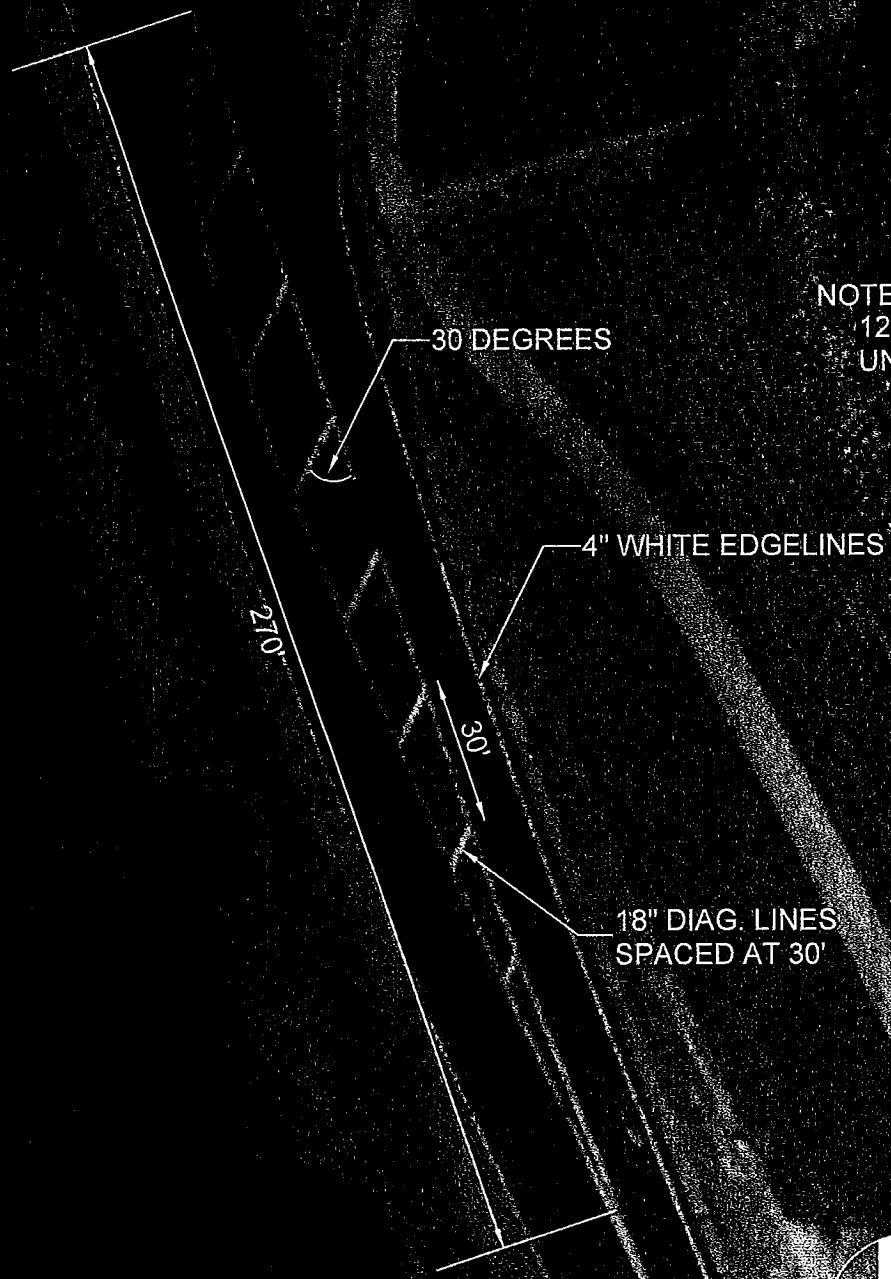
25'

6" WHITE LANE LINE



SCALE: 1" = 40'

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



31st STREET AND LOUISIANA INTERSECTION EAST LEG

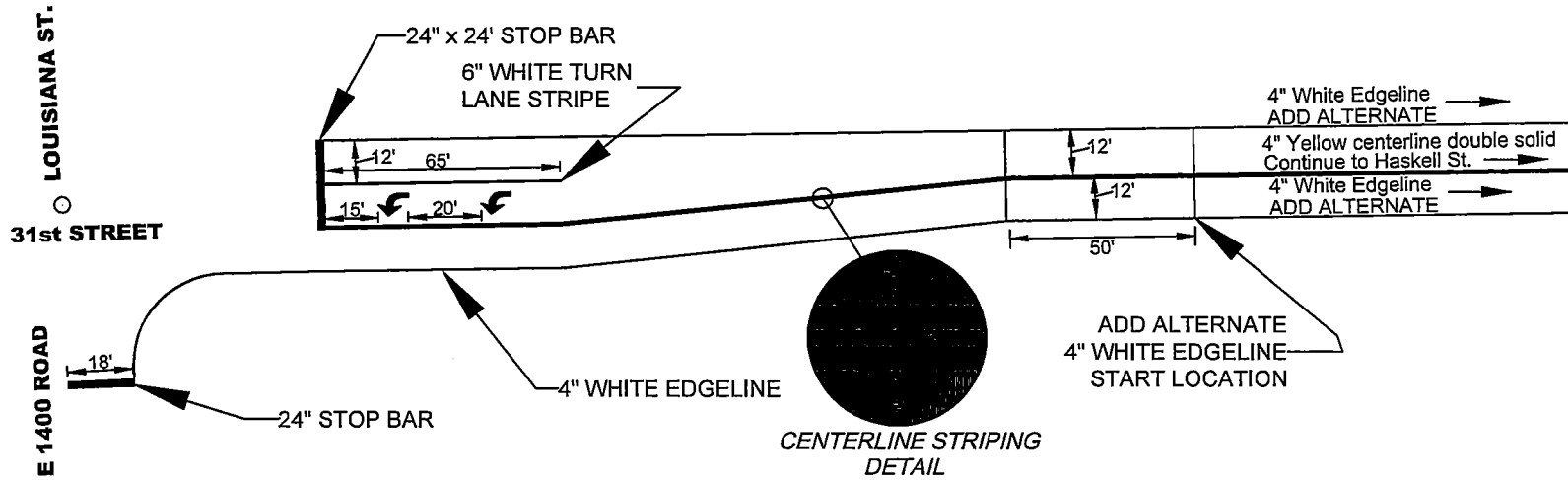


NOT TO SCALE

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

INTERSECTION
31ST AND LOUISIANA
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL

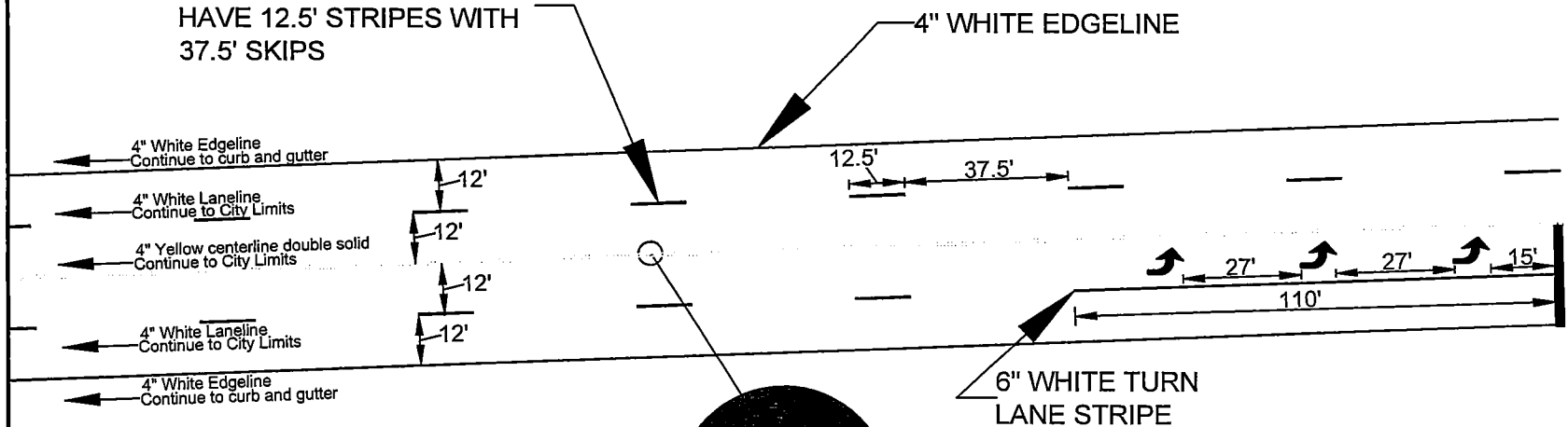


31st STREET AND LOUISIANA INTERSECTION WEST LEG



NOT TO SCALE

4" WHITE STRIPES SHALL
HAVE 12.5' STRIPES WITH
37.5' SKIPS



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

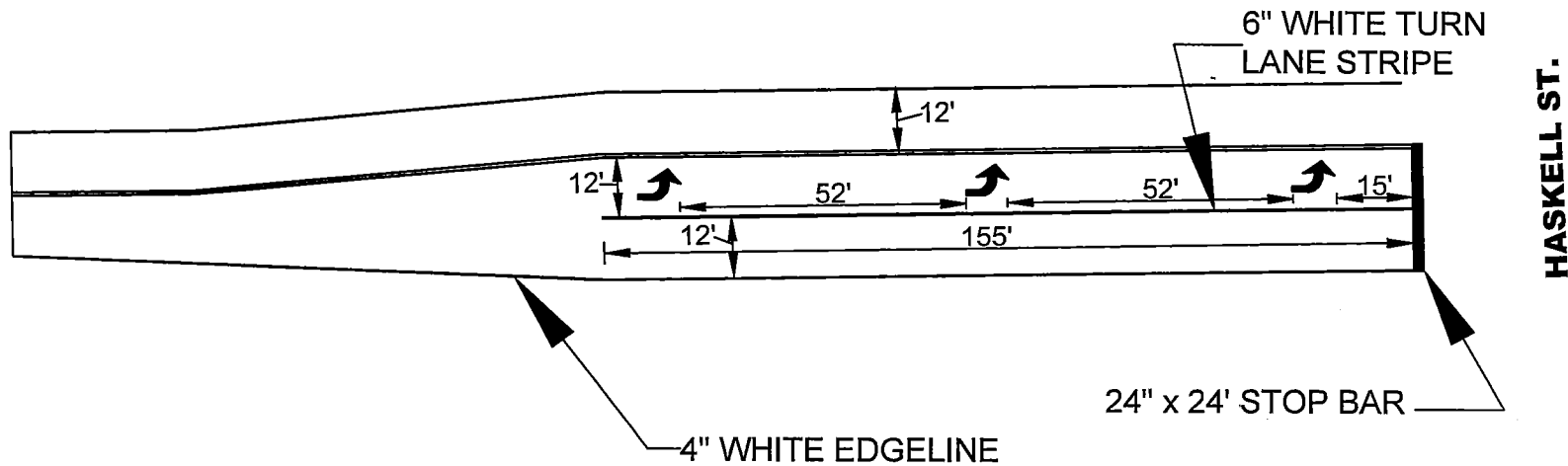
INTERSECTION
31ST AND LOUISIANA
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL

31st STREET AND HASKELL INTERSECTION



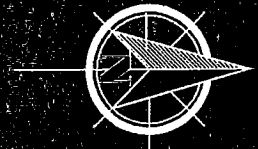
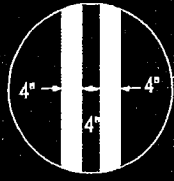
NOT TO SCALE



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

INTERSECTION
31ST AND HASKELL
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL



NOT TO SCALE

COUNTY ROUTE 438

80'

690'

6" WHITE LANE LINE

50'

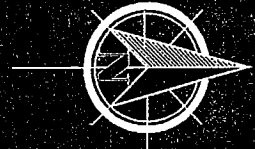
4" WHITE EDGELINES

18" DIAG. LINES

30 DEGREES

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE

K-10



NOT TO SCALE

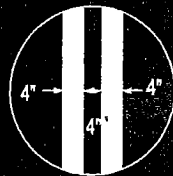
6" WHITE LANE LINE

COUNTY ROUTE 438

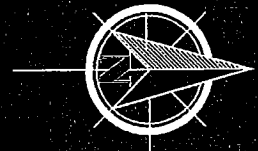
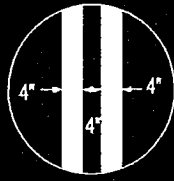
680'

80'

4" WHITE EDGELINES



NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



NOT TO SCALE

COUNTY ROUTE 438

50'

690'

4" WHITE EDGELINES

30 DEGREES

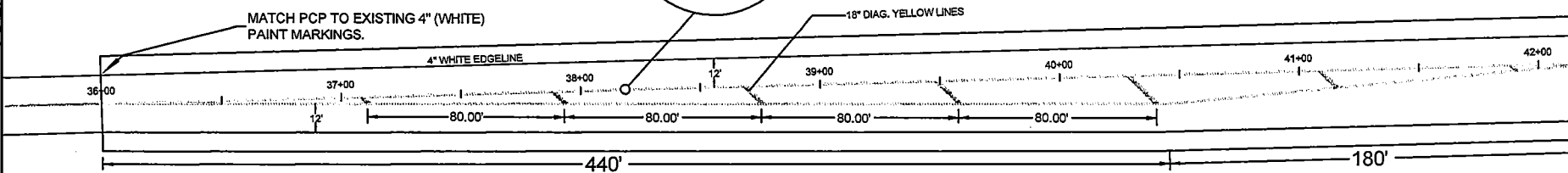
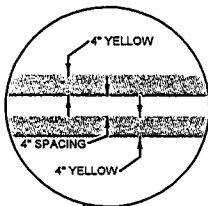
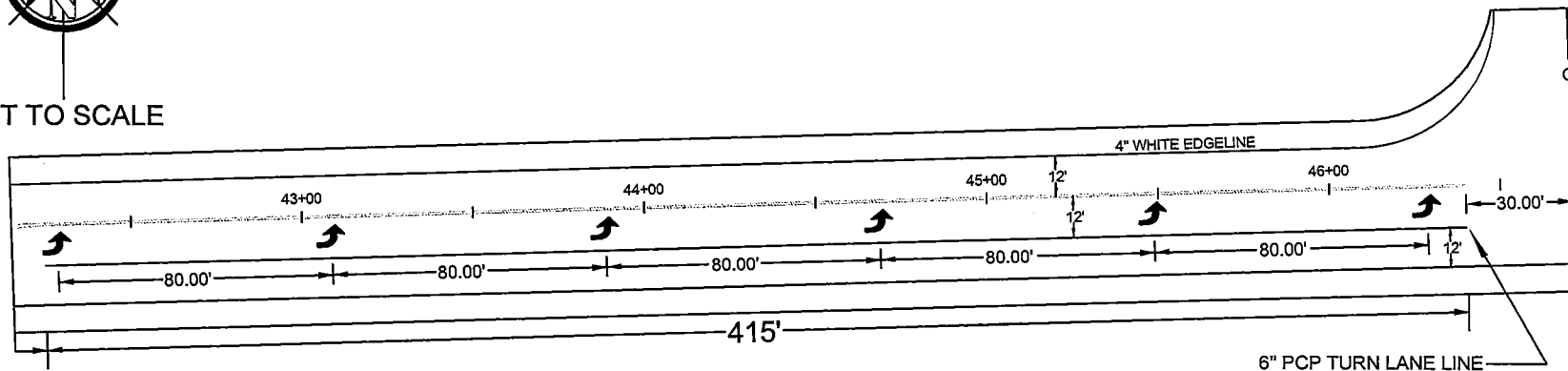
18" DIAG. LINES

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



ROUTE 438 BERRY PLASTICS TURN LANES WEST LEG

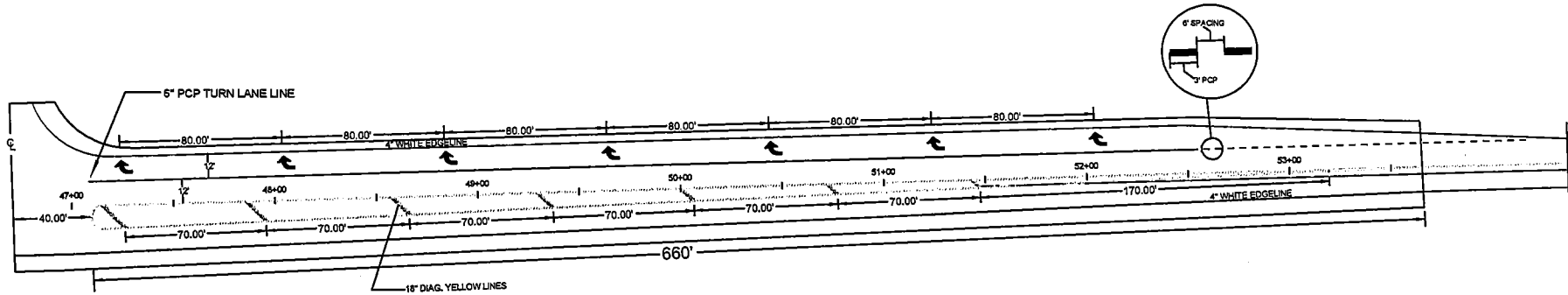
NOT TO SCALE





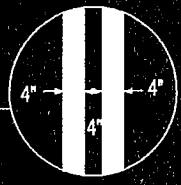
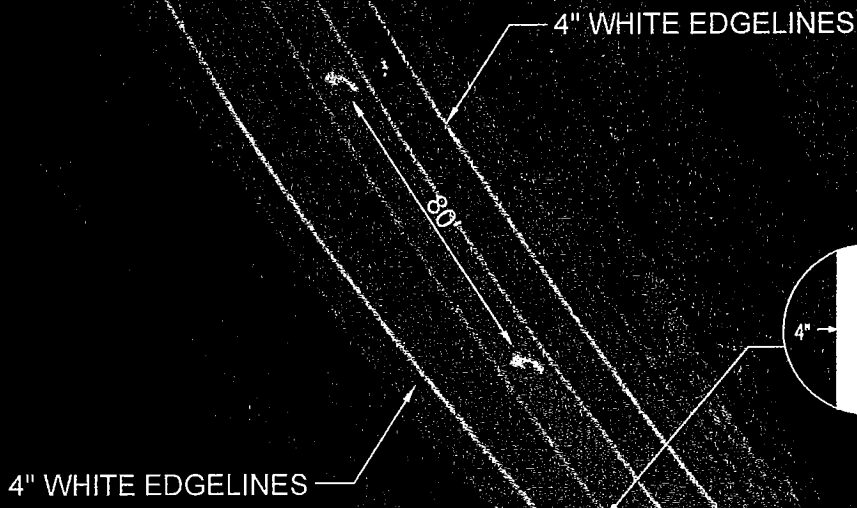
NOT TO SCALE

ROUTE 438 BERRY PLASTICS TURN LANES EAST LEG





SCALE: 1" = 50'



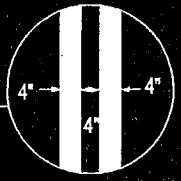
NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



SCALE: 1" = 50'

6" WHITE LANELINES

4' WHITE LINES WITH 8' SKIPS



4" WHITE EDGELINES

50'
320'

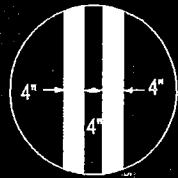
RTE. 438

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL

INTERSECTION
COUNTY RTES. 1029 / 438
SHEET ___ OF ___

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



SCALE: 1" = 40'

4" WHITE EDGELINES

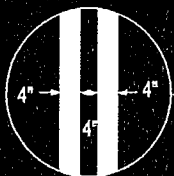
18" DIAG. LINES
SPACED AT 50'

50'

30 DEGREES

4" WHITE EDGELINES

RTE. 438



40'

4" WHITE EDGELINES

RTE. 1029

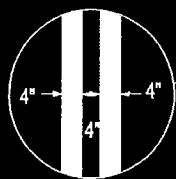
4" WHITE EDGELINES

6" WHITE LANELINE

COUNTY ROUTE 442



NOT TO SCALE



50'

406'

30 DEGREES

18" DIAG. LINES

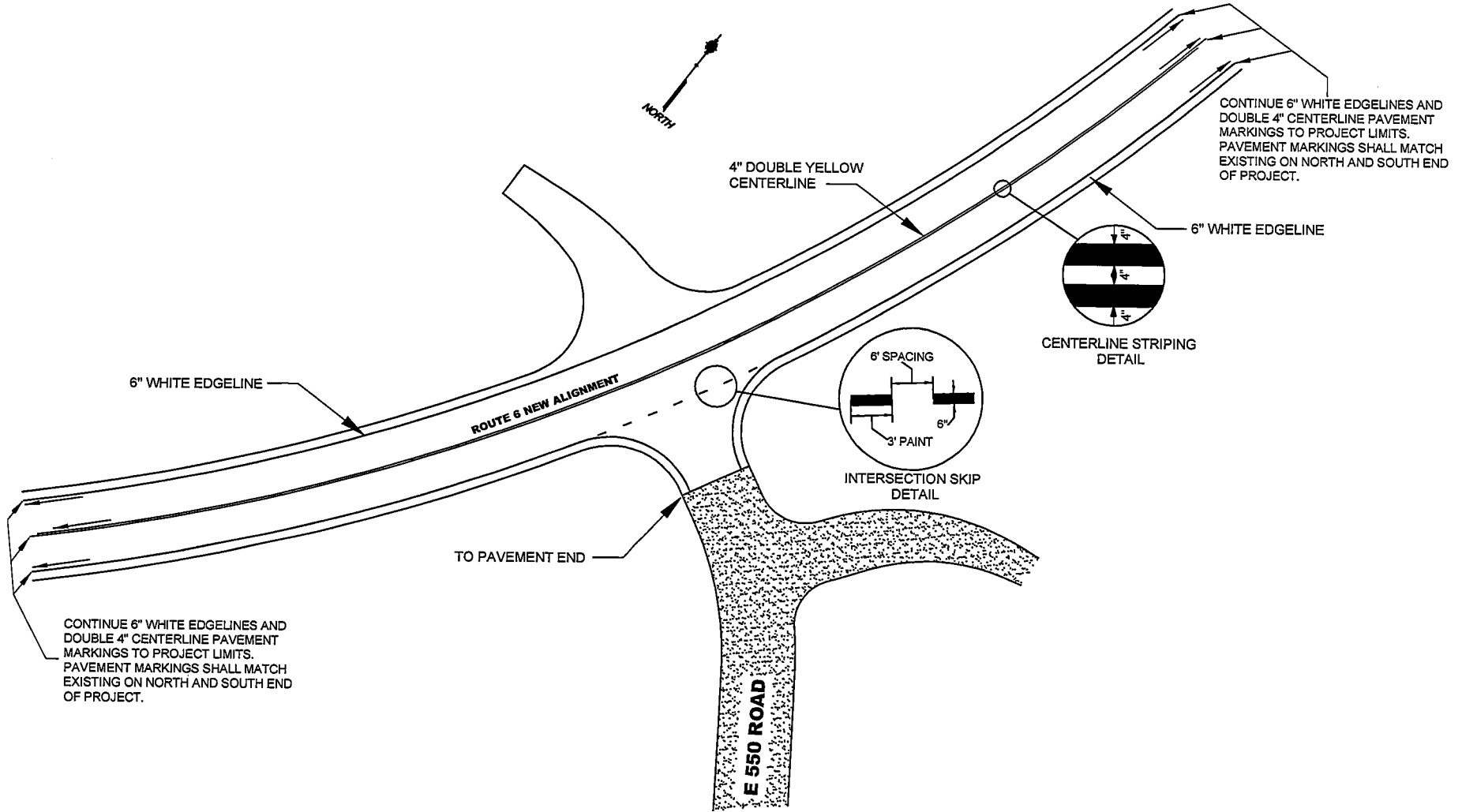
4" WHITE EDGELINES

NOTE:
12' LANE WIDTHS
UNLESS NOTED OTHERWISE



NOT TO SCALE

ROUTE 6 CURVE MARKING



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

ROUTE 6 CURVE
SHEET ___ OF ___

Douglas County Public Works
PAVEMENT MARKING CONTRACT DETAIL

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Vehicle Purchase

DATE: April 18, 2012

Public Works has funds allocated in Equipment Reserve to purchase one utility vehicle, and one ½ ton pickup truck. Both vehicles will be disposed of through an online auction service.

The utility vehicle will replace existing 2006 Ford Explorer with 162,000 miles, and the ½ ton pickup truck with a 1997 Ford Ranger with 135,000 miles. The Explorer is driven by the Operations Division Manager for road surveillance during summer and winter options, and the pickup will be used by the mechanics to assist with field repairs, run errands and general operations. The current vehicle for the mechanics is too small to perform some of the duties required (e.g. picking up and delivering larger parts).

We looked at compressed natural gas (CNG) options that were available on the contracts but did not find a good fit for this purchase. We will continue to explore alternative fuel options for future vehicle purchases.

Last year the County participated in the regional cooperative bidding process through MACPP (Mid America Council of Public Purchasing) for the acquisition of 2012 vehicles. Thirteen entities participated in the bids of forty-four different vehicle types. We may continue to purchase from the contracts until the manufacture's production cutoff date. Multiple contracts were awarded for the same models and up to each entity to determine the low bid for their specifications. Shawnee Mission Ford provided the lowest cost for both vehicles. The attached table summarizes their cost.

Doug Stephens and I will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners approves the purchase of one compact utility vehicle and one ½ ton pickup truck from Shawnee Mission Ford in the amount of \$47,895.

SHAWNEE MISSION FORD - COST SUMMARY		
VEHICLE TYPE	BASE UNIT COST	OPTIONAL EQUIPMENT COST
2012 Ford Explorer, 4x4	\$23,890	Daytime Running Lights \$ 45.00
		Floor Mats , Rubber Vinyl \$ 75.00
		Keys – 3 identical keys per vehicle \$ 130.00
		Service Manual \$ <u>200.00</u>
		TOTAL \$ 450.00
One Ford Explorer Compact Utility TOTAL		\$24,340
2012 Ford ½ ton F-150 Pickup Truck, 4x4	\$15,690	Bed Liner \$ 475.00
		Cab “B” - Extended \$ 2,820.00
		Cab Steps \$ 300.00
		Daytime Running Lights \$ 45.00
		4x4 Drive Line \$ 3,420.00
		Floor Mats, Rubber Vinyl \$ 100.00
		Keys – 3 identical keys per vehicle \$ 130.00
		Service Manual \$ <u>200.00</u>
		Trailer Tow Package_ \$ <u>375.00</u>
		TOTAL \$ 7,865.00
One ½ Ton Pickup Truck TOTAL		\$23,555
COMBINED TOTAL COST		\$47,895

MEMO TO: The Board of County Commissioner
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Acquisition of a Tractor Mower for Public Works

DATE: April 19, 2012

Public Works has funds allocated in Equipment Reserve to replace a 1999 John Deere 4200 that was earmarked as a 2012 replacement. This equipment is used for the parks department.

Our current model is experiencing a loss of power when travelling up hills along with a few other minor problems. This model will be sold through our online auction.

In exploring our options to replace the tractor, Public Works staff selected a John Deere model 3520. This tractor would increase the mowing deck from 60" to a 72", and would have approximately 5 more PTO horse power. This model is available on both the State and HGAC (Houston-Galveston Area Council) co-op contracts. Heritage Tractor is the contractor/authorized dealer for both contracts and has provided the following quotes:

Contract	Description	Warranty	Cost
State	JD 3520 Tractor w/ 72D	Tractor 24 months/2000 hours;	\$24,282.24
HGAC	Mid-Mount Mower	Powertrain on tractor 36 months/ 2000 hours; 12 months on mower	\$23,104.60

Doug Stephens and I will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners waives our formal bidding process and authorizes staff to access the HGAC contracts with Heritage Tractor for a tractor mower in the total amount of \$23,104.60.

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Changes to our Food Contracts

DATE: April 18, 2012

In September 2010 the Board of County Commissioners approved the following food contracts (by categories) for Youth Services and the Correctional Facility: US Foodservice (produce, meats, dry goods, frozen goods, kosher), M&M Baking Co. (bread), and Anderson Erickson Dairy (dairy). These contracts were established through our competitive bidding process. The terms of these contracts are for one year with the option to renew for up to four additional years; total of five years.

I recently became aware of a national contract (Premier) with U.S. Communities that was awarded to one of our contractors, US Foodservice. This contract too was awarded through a competitive bidding process but included national volumes from hospitals, school districts, and governments. I asked US Foodservice to provide a cost comparison of the Premier contract versus our existing contract. For cost comparison they took the top fifty items based on descending dollars for one quarter. The report reflected a quarterly cost savings of \$2,426 (8.85%); \$9,704 annually. It is anticipated that the 8.85% could be seen on all items resulting in additional cost savings.

In an effort to review our other two contracts, I asked US Foodservice to provide me the Premier cost for both our bread and dairy products. The bread contract with M&M Baking Co. reflected better pricing, while the Premier pricing was significantly better for the dairy category currently with Anderson Erickson. This savings equates to \$605 (16.4%) quarterly or \$2,420 annually. Our contract with Anderson Erickson was renewed for a year on October 1, 2011. I would recommend completing the renewal with Anderson Erickson and then switching to Premier with US Foodservice October 1, 2012, and continue our bread contract with M&M Baking.

The Premier contract commenced July 1, 2010 as a five-year contract; concluding June 30, 2015. It is staff's preference to participate on the Premier contract during the remaining period allowing us to evaluate whether this would be a good solution for the future. A recommendation would be brought back to Commissioners in 2015. Doug Woods and I will be available at the commissioner meeting to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners authorize switching to Premier with U.S. Food Services for all food categories (except bread), and switching dairy on October 1, 2012.

MEMO TO: The Board of County Commissioner
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

Cc: Kay Pesnell, Register of Deeds

SUBJECT: Approve Changes to our Copier Contract

DATE: April 20, 2012

In 2009 the Board authorized a 60 month lease for 51 multi-function copiers, commencing January 2010. The equipment cost approved was \$68,340 annually or \$341,700 for the duration of the lease agreement. In the previous five year period we had not added any devices, so staff didn't ask for administrative approval for small increases.

In June of 2010, staff recommended to the Commission that we add two additional devices and have administrative approval for increases not to exceed \$5,000. Over time, we have encouraged departments more and more to utilize these multi-function devices because of costs benefits. The cost per copy on our printers can range from \$0.10-\$0.30 per page, while our cost per page on the copier contract is \$0.0067 for service and supplies. As a part of this effort, staff has been reviewing usage of our standalone and network printers. In an effort to become more efficient and reduce our cost we would like to add two multi-function devices to our lease. One will replace seven standalone printers and one network printer in Community Corrections. The other device will replace a public printer in the Register of Deeds office.

The cost of adding the two additional devices would be \$1,890 annually for Community Correction's device, and \$591 annually for Register of Deeds. These costs would equate to \$7,443 to lease for the remaining years. Staff believes that the additional expense to the lease is offset over time by the savings in other areas, such as printer cartridges and services. We have also looked into what costs are eligible to be financed by the Register of Deeds Technology fund. After a review by the Register of Deeds, we believe that the copier lease is an eligible expense for the fund. Beginning in 2013, Register of Deeds Technology Fund will be paying for the lease cost on their new device, and the other two existing devices at annual cost of \$2,438.56

We will continue to bring changes to our copier contract as they arise that exceed \$5,000. I will be available at the commission meeting to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners approves increasing our copier equipment lease by \$7,443 for devices in the Register of Deeds and Community Corrections.

April 26, 2012

David L. Corliss
City Hall
P.O. Box 708
6 East 6th Street
Lawrence, KS 66044

Dear Mr. Corliss:

The County Commission acted on Wednesday, April 25, 2012 at the regular meeting to consent to the annexation of various rights of way that are adjacent both to the existing city limits of Lawrence and a parcel of land that the City of Lawrence would like to annex to facilitate the construction of a new sports complex. The legal description for these rights of way is contained in Exhibit A that is attached to this letter.

Call me if you have questions.

Sincerely,

G. Craig Weinaug
County Administration

GCW:rmc



City of Lawrence

CITY ATTORNEY'S OFFICE

DAVID L. CORLISS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION

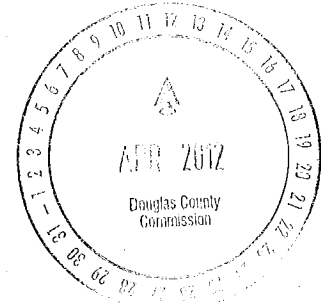
MAYOR
ROBERT J. SCHUMM

COMMISSIONERS
MICHAEL DEVER
HUGH CARTER
MIKE AMYX
ARON E. CROMWELL

April 12, 2012

Hand Delivered

Mr. Craig Weinaug
Douglas County Administrator
1100 Massachusetts Street
Second Level
Lawrence, Kansas 66044



Re: City's Intent to annex approximately 146 acres, plus adjacent rights-of-way, located generally at the northwest corner of Highway 40 and K-10 Highway

Dear Craig:

As you know, the City intends to annex approximately 146 acres and adjacent rights-of-way located at the northwest corner of Highway 40 and K-10 Highway. The legal description of the area of land proposed to be annexed is enclosed (Attachment 1). The City is contemplating a public – private partnership for the construction of a regional recreation facility at this location. A memorandum prepared by the Lawrence-Douglas County Metropolitan Planning Department that provides a summary of the proposed planning actions related to the subject property is included for your review (Attachment 2).

The subject property (including adjacent rights-of-way) adjoins the City's current city boundary. Maps showing the area proposed to be annexed and the current city boundaries are enclosed (Attachments 3 and 4). The City intends to annex the subject property pursuant to K.S.A. 12-520(a)(7). Under this statute, the City may unilaterally annex land that adjoins the City, provided the landowners consent. The owners of the land located north of Highway 40 have consented to the annexation. The letters affirming the owners' written consent are attached (Attachment 5).

It is our understanding that Douglas County owns E. 902 Road, a portion of which is within the area of land the City intends to annex. (A copy of the March 30, 2011 Agreement No. 17-11 identifying the County as the owner is attached as Attachment 6.) The City respectfully requests the Board of County Commissioners ("BOCC") file with the City Clerk, with a copy to me, a written consent to the annexation of that portion of E. 902 Road and county right-of-way located within the proposed annexation area. Upon annexation, the City would be responsible for maintaining that portion of E. 902



Mr. Craig Weinaug
April 12, 2012
Page 2

Rd. that is in the city limits until such time as the road is removed and eradicated pursuant to the terms of Agreement No. 17-11.

The annexation is slated to be considered by the Planning Commission at its meeting on April 23, 2012. The City Commission will consider the annexation in early to mid-May 2012, with the annexation, if approved, being effective in June 2012. We would appreciate receiving the BOCC's consent by April 23, 2012. If that is not possible due to the County's schedule, we respectfully request the consent, should the BOCC be willing to provide it, be filed with the City Clerk by May 3, 2012.

If you have any questions, or need additional information, please feel free to contact me. If you would like a City staff person to attend the BOCC's meeting when it considers the City's request, we would be happy to oblige. Thank you for the Board's consideration of this request.

Sincerely,



Toni R. Wheeler
City Attorney

C: David L. Corliss, City Manager
Scott McCullough, Director of Planning & Development Services
Jamie Shew, Douglas County Clerk

Encl.

Exhibit A

Description for the Annexation of the Kansas Highway No. 10 (South Lawrence Trafficway) Right-of-way, in the Southwest Quarter (SW ¼) of Section 29, and the Kansas Highway No. 10 (South Lawrence Trafficway) Right-of-way, in the Northwest Quarter (NW ¼) of Section 32, and the Kansas Highway No. 10 (South Lawrence Trafficway) Right-of-way, and the U.S. Highway #40 Right-of-way in the Northeast Quarter (NE ¼) of Section 31; and all of the Southeast Quarter (SE ¼) of Section 30, all in Township 12 South, Range 19 East of the Sixth Principal Meridian, in Douglas County, Kansas and more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter (SW ¼) of Section 29, Township 12 South, Range 19 East; thence North 88°04'03" East on the North line of the Southwest Quarter (SW ¼) of said Section 29, a distance of 386.62 feet, to the Easterly Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway); thence in a Southerly direction on the Easterly Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway) on a 4069.72 foot Radius Curve to the Right with a 554.62 foot chord bearing South 06°36'46" East, an Arc Length of 555.05 feet; thence South 02°42'21" East on said Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway) a distance of 933.77 feet; thence South 32°50'50" East on said Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway) a distance of 896.17 feet; thence South 14°23'06" East on said Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway), a distance of 253.46 feet; thence South 20°43'35" West, a distance of 162.22 feet to the South line of the Southwest Quarter (SW ¼) of said Section 29; thence South 20°43'35" West, a distance of 223.10 feet; to the South Right-of-way line of US Highway #40 (West 6th Street); thence South 88°04'26" West, a distance of 810.65 feet to the East line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 31, Township 12 South, Range 19 East; thence South 87°34'27" West, a distance of 582.80 feet to the Westerly Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway); thence North 32°26'29" West on said Right-of-way line of Kansas Highway #10 (South Lawrence Trafficway), a distance of 62.60 feet; to the South Right-of-way line of US Highway #40 (West 6th Street); thence South 87°49'32" West on the South Right-of-way line of US Highway #40 (West 6th Street), a distance of 387.01 feet; thence South 87°34'27" West on the South Right-of-way line of US Highway #40 (West 6th Street), a distance of 287.34 feet; thence North 80°13'58" West on the South Right-of-way line of US Highway #40 (West 6th Street), a distance of 355.11 feet; thence South 87°34'27" West on the South Right-of-way line of US Highway #40 (West 6th Street), a distance of 1,015.49 feet to the West line of the Northeast Quarter (NE ¼) of said Section 31; thence North 02°14'47" West on the West line of the Northeast Quarter (NE ¼) of said Section 31, a distance of 75.00 feet to the Southwest Corner of the Southeast Quarter (SE ¼) of Section 30, Township 12 South, Range 19

East; thence North 01°54'25" West on the West line of the Southeast Quarter (SE ¼) of said Section 30, a distance of 2,647.51 feet to the Northwest Corner of the Southeast Quarter (SE ¼) of said Section 30; thence North 87°28'06" East on the North line of the Southeast Quarter (SE ¼) of said Section 30, a distance of 2,651.04 feet to the Point of Beginning, containing 208.23 Acres more or less all in Douglas County, Kansas, subject to Rights-of-way, Easements and Restrictions of Record.

Memorandum

City of Lawrence

Planning & Development Services

TO: David L. Corliss, City Manager

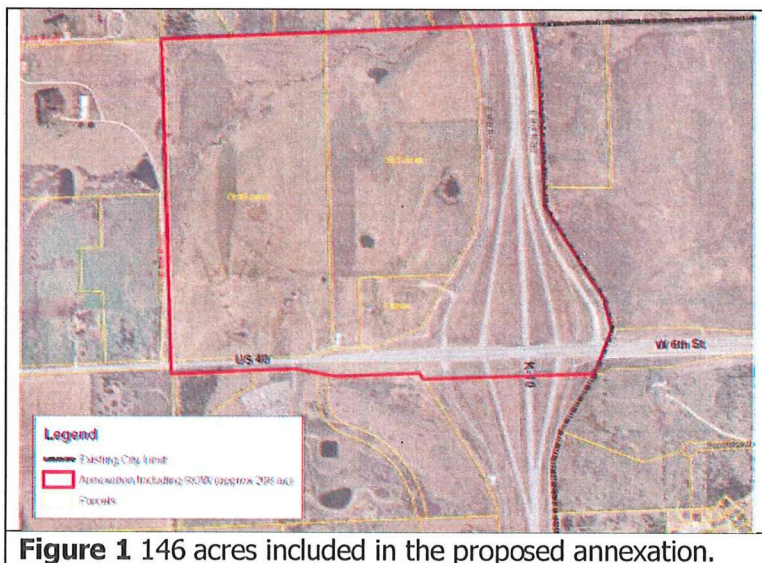
FROM: Planning Staff

Date: For April 10, 2012 City Commission Meeting

RE: Regional Recreation Facility - Initiation of Comprehensive Plan Amendment, Development Code Text Amendment, and Revised Rezoning for property located in the NW quadrant of the intersection of W 6th St./Hwy 40 and K-10 Bypass.

A request to annex approximately 146 acres plus right-of-way in the northwest quadrant of the intersection of W 6th Street/Hwy 40 and K-10 Bypass was initiated by the City Commission at their March 27, 2012 meeting. This annexation request will be considered by the Planning Commission at their April 23, 2012 meeting and a recommendation will be forwarded to the City Commission. (Figure 1)

This memo requests that the City Commission initiate amendments to appropriate plans, amendments to the Land Development Code, and initiate rezoning the subject property to a CC600 district.



PROJECT DESCRIPTION

The annexation and requested comprehensive plan and code amendment initiations are intended to accommodate a regional recreation facility on 50 acres of the 146 acres. The project will be a public /private partnership including the donation of 50 acres to the city to construct the facility. While many details need to be determined, the project is currently planned to include basketball courts, indoor recreation track, cardio facilities, recreation areas, an arena capable of holding sporting or entertainment events, potential uses for the University of Kansas, and other ancillary uses typical of such a facility – retail merchandise, food/drink, etc.

In addition to the 50-acre recreation facility, the remaining acreage is planned to support the facility with expansion opportunities, additional recreation uses, and commercial uses – restaurant, retail, hotel, etc. The current planning documents designate the entire property for industrial/warehouse/office uses. Commercial uses are generally viewed by the Development Code as equal to or lesser uses compared to industrial uses and so the project can feasibly be viewed as compatible with the comprehensive plan designation; however, there are specific policies and Development Code language that tie commercial zoning in the Development Code directly to the comprehensive plan and the plan and code need to be revised to accommodate the project as noted more specifically below.

COMPLIANCE WITH ADOPTED AREA PLANS

Horizon 2020, which includes the *West of K-10 Plan* and *A Nodal Plan for the Intersection of West 6th Street & Kansas Highway 10 (K-10)*, hereafter referred to as the *Nodal Plan*, recommends office/industrial/warehouse and park/open space uses for this location. When this plan was adopted, the future land use recommendations for the property were made based on existing conditions, projections based on past build-out patterns in west Lawrence, the transportation network (intersection of two state highways), and comments from stakeholders and the Planning Commission. Commercial development exceeding 400,000 sq. ft. at this location does not conform with the recommendations in the adopted plans for this area, thus triggering the need to process amendments to the adopted planning documents. Other land use designations, such as the one proposed, may also be appropriate for the area and should be considered within the context of the plan. As mentioned above, the proposed project is arguably an equal or less impactful land use than currently designated at the subject location.

Horizon 2020 sets CC200 (200,000 sq. ft. of commercial), CC400 (400,000 sq. ft. of commercial), and CR (1.5 million sq. ft. of commercial) as the parameters by which nodes of commercial development may occur. There may be good cause to create a commercial center that permits an amount of commercial between CC400 and CR given the large gap between the two. A CC600 (600,000 sq. ft. of commercial) could accommodate such nodes of commercial and may be appropriate at the subject location.

ZONING

Rezoning to an appropriate urban zoning designation is necessary when property is annexed. Rezoning applications from the current county A (Agricultural) and B-1 (Neighborhood Business) Districts to the Lawrence Zoning Districts of CC400 (Community Commercial), IL (Limited Industrial) and CN2 (Neighborhood Commercial) have been submitted to the Planning Office, but for the reasons noted in this memo, need to be revised. The rezonings are scheduled for the May Planning Commission meeting.

The development being proposed for the 50-acre property being donated to the city is a sports/recreation complex. This complex would include uses that are classified in the Development Code as *Active Recreation, Participant Sports, and Entertainment and Spectator Sports*. Commercial zoning is necessary for this development as only the CC (Community Commercial), CR (Regional Commercial), and the CS (Commercial Strip) Districts permit the mix of recreational uses being proposed. The remaining portion of the property is being proposed for uses that complement or are compatible with the sports/recreation complex. These uses have not been finalized at this time, but could include commercial, lodging, or office uses.

The subject property is currently designated by *Horizon 2020* (including the *West of K-10 Plan* and the *Nodal Plan*) as one of the corners of a CC400 development (Community Commercial with a maximum of 400,000 sq. ft. commercial space). The majority of the commercial development was recommended for the properties to the east of K-10. The Mercato Development in the northeast quadrant of the intersection currently has approval for 359,640 gross square feet of commercial development. The CC400 designation would not provide the necessary area needed for the development.

Given these facts, staff recommends the creation of the CC600 District (Community Commercial with maximum of 600,000 gross sq. ft. of commercial space), to accommodate development between the CC400 and CR (1.5 million sq. ft.) levels. As the City will be the recipient of donated land for the development of the sports/recreation complex, the City should be a party to the rezoning application. Based on the factors above, the more appropriate zoning for this property has been determined to be a CC600 District, once created, with conditions limiting uses, if necessary.

SUMMARY AND ACTION REQUESTED

In order to accommodate the proposed use of a regional recreation facility and the supporting commercial at the subject location, the following amendments will be necessary:

1. COMPREHENSIVE PLAN AMENDMENT

- a. Initiate an amendment to *Horizon 2020*, Chapter 6 Commercial, to create CC600 District policies and to Chapter 14 Specific Plans, to revise the *West of K-10 Plan* and *A Nodal Plan for the Intersection of West 6th Street & Kansas Highway 10 (K-10)* designating the node of 6th Street and K-10 as a CC600.

2. LAND DEVELOPMENT CODE AMENDMENT

- a. Initiate an amendment to the appropriate sections of Chapter 20 of the City Code to create the CC600 District.

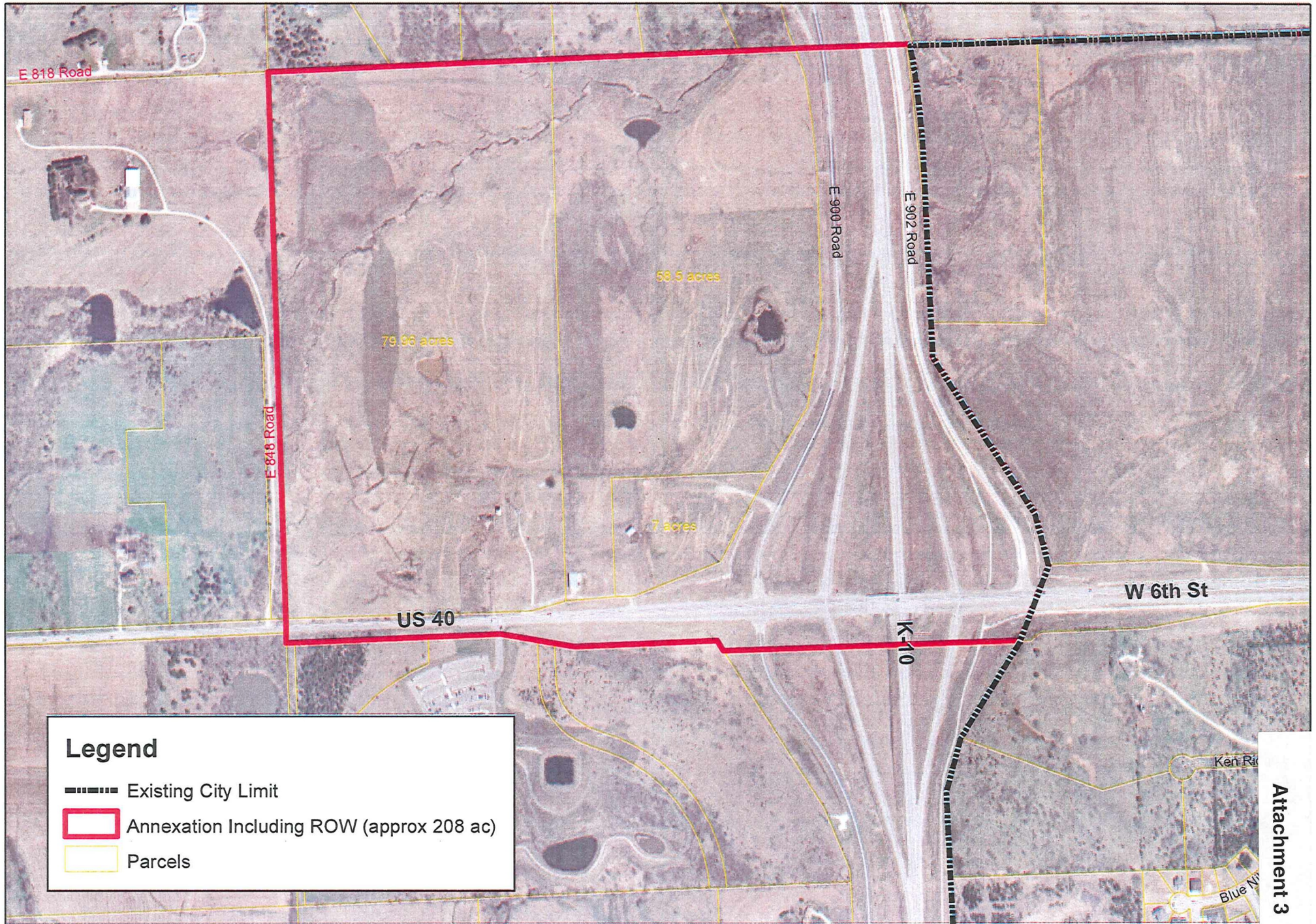
3. REVISED ZONING APPLICATION

- a. Initiate rezoning to the CC600 district for the 146 acres. For all of the reasons stated above, the city believes this 146-acre property should be initiated for rezoning to the CC600 district. The property owner has consented to this revision and to the city joining in the application for rezoning.

The initiated amendments and rezoning will be considered by the Planning Commission at their May meeting. These initiation actions merely begin the process and the City Commission will consider them at a future meeting for final determination.

Approximately 146 Acres Plus ROW

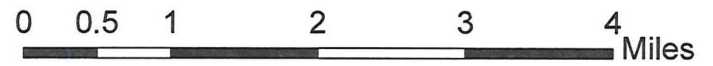
0 500 1,000 2,000 Feet





Legend

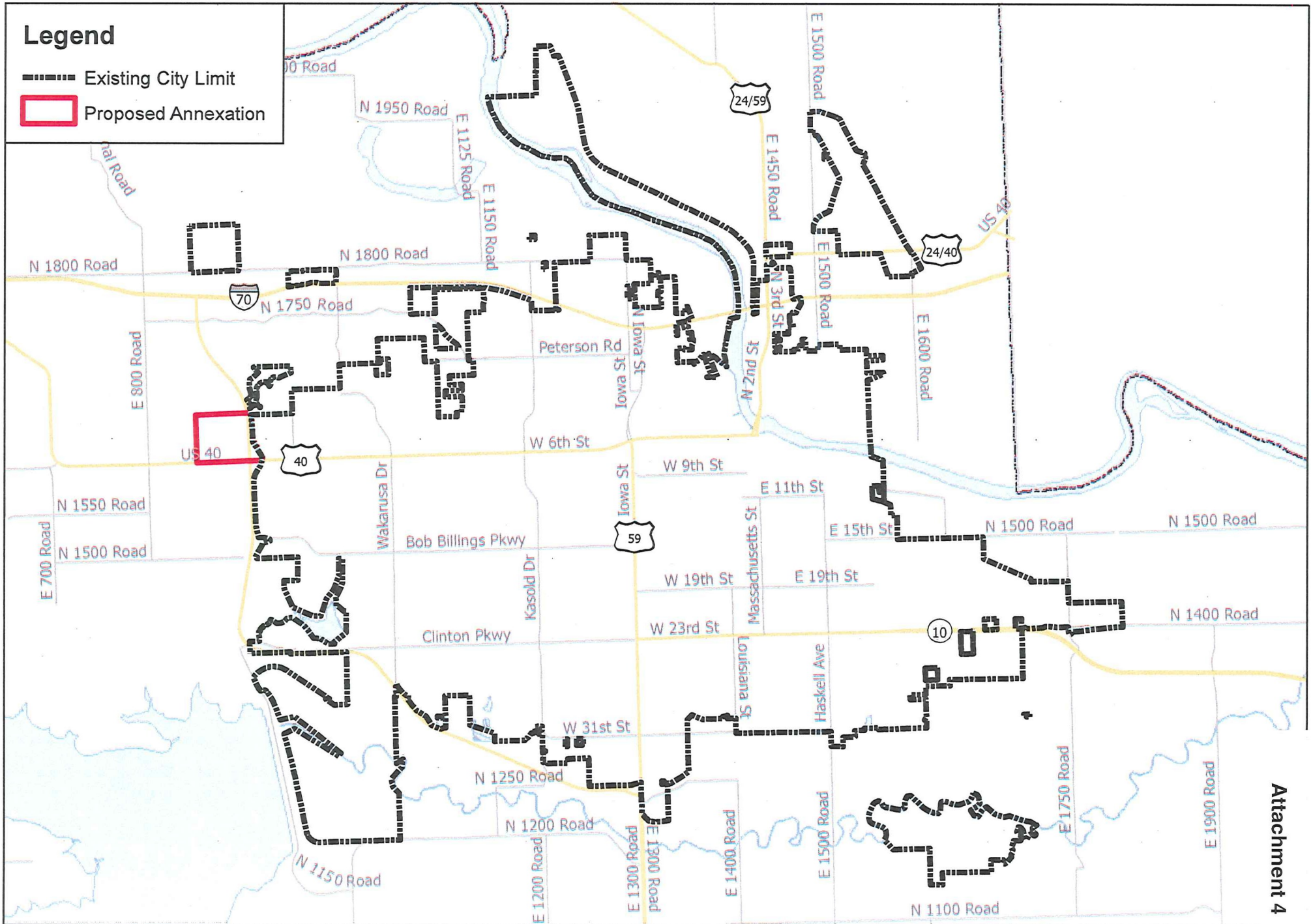
- Existing City Limit
- █ Annexation Including ROW (approx 208 ac)
- ▭ Parcels

Northwest Annex Overview



Legend

-  Existing City Limit
-  Proposed Annexation



2601 Dover Square
Lawrence, Kansas 66049

March 19, 2012

David L. Corliss
City Hall, P.O. Box 708
6th and Massachusetts
Lawrence, KS 66044
dcorliss@lawrenceks.org

Via E-Mail and U.S. Mail

Re: Annexation for proposed recreation and sports center with support services

Dear Mr. Corliss:

As a result of our meeting with you on Wednesday, March 14, 2012, and on behalf of the owners of the property referred to as the "Brink Property" which is legally described as follows:

The West Half of the Southeast Quarter of Section 30, Township 12 South, Range 19 East of the Sixth P.M., in Douglas County, Kansas, LESS that portion taken for the South Lawrence Trafficway right-of-way.

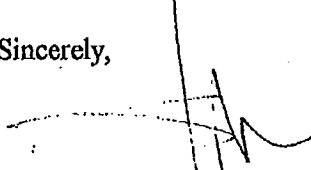
The East Half of the Southeast Quarter of Section 30, Township 12 South, Range 19, East of the Sixth P.M., in Douglas county, Kansas, LESS that portion platted as Brink Subdivision, and LESS that portion platted as Clinton Corners Subdivision, and LESS that portion taken for the South Lawrence Trafficway right-of-way.

Lot 1, in Brink Subdivision, a Replat of a portion of Clinton Corners Subdivision in Douglas County, Kansas

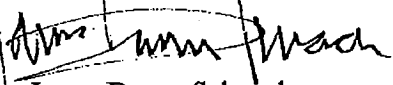
we consent to the annexation of this property by the City of Lawrence in the furtherance of our strategic alliance with the City of Lawrence, the University of Kansas, and Thomas Fritzel.

If there is anything further that you need from us, please do not hesitate to ask.

Sincerely,



Steven B. Schwada, manager for
Hanover Place, L.C., Kansas limited liability company



James Duane Schwada, manager for
Tanglewood, L.C, a Kansas limited liability company and
Oread, L.C., a Kansas limited liability company

Agreement No. 17-11

AGREEMENT

THIS AGREEMENT is made this 30th day of March, 2011, between the Secretary of Transportation for the State of Kansas, for and in the name of the State of Kansas, hereinafter referred to as "Secretary," the City of Lawrence, Kansas, hereinafter referred to as "City," the Board of County Commissioners of Douglas, Kansas, hereinafter referred to as "County," and TAT Land Holding Company, L.L.C, a Kansas limited liability company, SOJAC Land Company, L.L.C., a Kansas limited liability company, JDS Kansas, L.L.C., a Kansas limited liability company, Kentucky Place, L.L.C., a Kansas limited liability company, Venture Properties, Incorporated, a Kansas corporation, and Scotsdale Properties, L.L.C, a Kansas limited liability company, hereinafter collectively referred to as "Mercato," The Secretary, City, County, and Mercato are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Secretary is the legal owner of record in certain real property interests (hereinafter referred to as the "Access Opening") situated in Lawrence, Douglas County, Kansas.

Said real property interests are legally described as follows, to-wit:

RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southwest Quarter of Section 29, Township 12 South, Range 19 East of the 6th P.M., Douglas County, Kansas, described as follows: Commencing at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 88 degrees 04 minutes 36 seconds West, coincident with the South line of said Quarter Section, 840.13 feet; thence North 01 degree 55 minutes 24 seconds West, perpendicular to said South line, 121.15 feet to the Northerly right of way line of U.S. Highway No. 40 and the POINT OF BEGINNING; FIRST COURSE, thence North 86 degrees 31 minutes 32 seconds West, coincident with said Northerly right of way line, 60.27 feet to the POINT OF TERMINATION.

WHEREAS, the County is the owner of a certain public road that intersects with westbound US-40 (hereinafter referred to as "WB US-40") in Douglas County, Kansas in the vicinity of the westbound Kansas Highway Ten (hereinafter referred to as "K-10") entrance ramp. Said public road is commonly referred to as and hereinafter referred to herein as "E. 902 Road";

WHEREAS, Mercato is the owner of certain real property interests (hereinafter referred to as "Mercato Property") in the vicinity of the Access Opening and E. 902 Road; and

WHEREAS, it will benefit all Parties herein to close and eradicate E. 902 Road intersection with WB US-40 and permit the construction of a new public road that is within the city limits of the City, is owned by the City, and is within the Access Opening.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I—THE SECRETARY AGREES:

1. To permit the City to use the Access Opening for a public road (hereinafter referred to as "Mercato Lane") via a duly issued Highway Permit for Highway Access (D.O.T. Form 309) ("Access Permit").
2. To revoke any expressed or implied access permit allowing E. 902 Road to intersect with WB US-40.
3. To duly issue a Highway Permit for Use of Right-of-Way (D.O.T. Form 304) for the removal and eradication of the E. 902 Road intersection with WB US-40. Said removal and eradication shall be done pursuant to those terms set out in Article IV, paragraph one (1).

ARTICLE II—THE CITY AGREES:

1. To duly issue all permits to Mercato to construct Mercato Lane within the Access Opening. It is understood that any permit granted by the City shall be subject to Construction Plans approved by the Secretary and the City. It is further understood that Mercato will construct Mercato Lane pursuant to the terms set forth Article IV, paragraph two (2).
2. To release, acquit, hold harmless, and forever discharge the Secretary and the Secretary's successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as "Liability"), arising out of or in connection with the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary.

ARTICLE III—COUNTY AGREES:

1. To allow for the legal closure of the intersection of E. 902 Road and WB US-40. It is understood that Mercato will be responsible for the eradication of said intersection as set forth in Article IV, paragraph one (1).
2. To release, acquit, hold harmless, and forever discharge the Secretary and the Secretary's successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as "Liability"), arising out of or in connection with the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary.

ARTICLE IV—MERCATO AGREES:

1. To pay all costs and perform all labor associated with the closure of E. 902 Road intersection with WB US-40. This shall include the removal and eradication of E. 902 Road insofar as it is not needed for the construction or improvement of any platted public road through the development process of the Mercato Property. Furthermore, Mercato shall restore the former road bed of E. 902 Road and adjacent area disturbed by the said removal and eradication to a condition equal to or better than the real property adjacent to the former road bed. This shall include but not be limited to grading and establishing a grass cover. It is understood that the Secretary shall be the party to grant final approval as to the work performed pursuant to this paragraph and within the Secretary's right-of-way. It is further understood and agreed that Mercato shall not commence construction to remove and eradicate E. 902 Road intersection with WB US-40 until after (i) the construction of Mercato Lane is completed; and (ii) said construction satisfies Article IV, paragraph three (3).
2. To pay all costs and perform all labor associated with the construction of the intersection of Mercato Lane and WB US-40. Said intersection shall be constructed pursuant to the construction plans submitted to and approved by the City and Secretary through the highway right-of-way permitting process.
3. As a condition precedent to the closure of E. 902 Road, Mercato agrees to develop a public road system to provide access to George Williams Way from those private properties lying north of the Mercato Property. Closure of E. 902 Road shall take place

after (i) the completion of the Mercato Lane intersection with WB US-40, and (ii) after the completion of a public road system that will tie the remaining portion of the E. 902 Road with George Williams Way. It is understood that the County shall be the party to grant final approval as to Mercato satisfying the foregoing conditions prior to removal and eradication of E. 902 Road. Moreover, immediately upon completion of Mercato Lane and a public road system that will tie in the remaining portion of the E. 902 Road with George Williams Way, as required herein, E. 902 Road intersection with WB US-40 shall be barricaded in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and the commencement with due diligence the eradication of E. 902 Road, pursuant to Article IV, paragraph one (1), shall begin within sixty (60 days). The Developer's compliance with the MUTCD shall be to the Secretary and the City's satisfaction.

4. To barricade Mercato Lane in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) until it is connected to the public road system, and the public road system tying in the remaining portion of the E. 902 Road with George Williams Way is completed and E. 902 Road intersection with WB US-40 is barricaded, as required in paragraph three (3) above.
5. To comply with all applicable laws, rules, ordinances, code, and/or regulations when performing or carrying out the terms of the Agreement.
6. To release, acquit, hold harmless, and forever discharge the Secretary, County, and City and their successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as "Liability"), both known or unknown, to person and property, arising out of or in connection with Mercato's acts or omissions and the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary, City, or County.

ARTICLE V—THE PARTIES AGREE:

1. The "Special Attachment No. 1" attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
2. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01) which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.
3. The final approved construction plans for **CITY PROJECT No. PW1018: MERCATO (6TH STREET, WEST OF GEORGE WILLIAMS WAY) GEOMETRIC IMPROVEMENTS CITY OF LAWRENCE, KANSAS** (referred to herein as "Construction Plans") are hereby incorporated herein by this reference and made a part of this Agreement as if set forth at length herein.
4. That the Secretary and the City will be responsible for final inspection of the construction of the WB US-40 intersection with Mercato Lane. The Secretary and City reserve the right to request further work or request modification of existing work if either party discovers the construction is not in compliance with the Construction Plans.
5. That the Secretary has no further obligations or duties than those set forth in Article I herein.
6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.
7. Wherever used, singular shall include the plural, plural the singular, and use of any gender, including non-gender, shall include all genders. Words used in the present tense include past and future, and vice versa.
8. That this Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Access Opening, only a right and privilege to use said Access Opening.
9. This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement. All prior oral or written statements relating to the subject matter of this Agreement are merged into this written Agreement, and no promise or agreement not herein expressed has been made by the Parties. None of the provisions contained in the Agreement may be changed except by an instrument in writing signed by all of the Parties hereto.

10. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors and assigns.
11. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

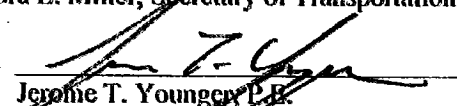
[Signature Page Immediately Below.]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

SECRETARY OF TRANSPORTATION:

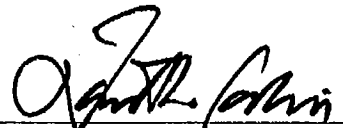
I, Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: 
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer




CITY OF LAWRENCE, KANSAS:

By: 
David L. Corliss, City Manager

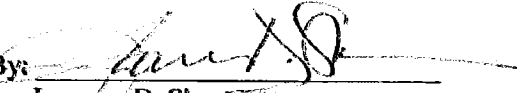
DOUGLAS COUNTY, KANSAS:

**BOARD OF COUNTY
COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

By: 
Jim Flory, Chair

Date: 3/30/11

ATTEST:

By: 
Jameson D. Shew,
Douglas County Clerk

MERCATO:

TAT LAND HOLDING COMPANY,
L.L.C.,
a Kansas limited liability company

By: [Signature]
Thomas S. Fritzel, Manager

By: [Signature]
Timothy B. Fritzel, Manager

SOJAC LAND COMPANY, L.L.C.,
a Kansas limited liability company

By: [Signature]
William E. Fritzel, Manager

By: [Signature]
John T. Stewart III, Manager

JDS KANSAS, L.L.C.,
a Kansas limited liability company

By: [Signature]
James D. Schwada, President

KENTUCKY PLACE, L.L.C.,
a Kansas limited liability company

By: [Signature]
James D. Schwada, President

VENTURE PROPERTIES
INCORPORATED,
a Kansas corporation

By: [Signature]
Steven B. Schwada, President

SCOTSDALE PROPERTIES, L.L.C.,
a Kansas limited liability company

By: [Signature]
Timothy B. Fritzel, Manager

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) **Incorporation of Provisions:** The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains regulatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provisions:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **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 provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the functions performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to 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 this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the 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 State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The 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. 44-1003 and K.S.A. 44-1116; (d) to include these 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 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 the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the 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 the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), 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.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

**Douglas County
Food Policy Council
Chair: Rita York
Vice Chair: Lori McMinn**

April 12, 2012

Dear Douglas County Commissioners:

Agritourism is a vital tool for sustaining Douglas County farms, and represents significant economic potential for our region. When tourists visit our local farms, they get to experience our rich agricultural heritage and the diversity of agricultural products firsthand.

As the Food Policy Council, we are tasked with improving our community's access to local food supply and distribution networks. One of our key goals is to support economic development and entrepreneurial opportunities related to local food production and consumption.

Therefore, we are writing this letter to support the addition of the proposed Agritourism regulations to the existing Agricultural district regulations outlined in section 12-319 of the County's Zoning Regulations.

We are particularly encouraged by the County's encouragement of agritourism operators to register with the Douglas County Zoning and Codes office. This registration can create a searchable map of agritourism operations that will significantly improve our marketing of the agritourism opportunities in the County. We encourage Commissioners to ensure that there are sufficient staff resources allocated to the creation and upkeep of such a vital tourism resource.

Finally, we want to express our appreciation to the committee that worked for over a year with planning staff to create these regulations. We hope that they will achieve their intended purpose – of fostering and promoting the talented agricultural operators in our County.

Thank you for considering our opinion on these matters.

Sincerely,

Rita York
Douglas County FPC Chair

- DOUGLAS COUNTY -

FOOD POLICY COUNCIL

<http://www.douglas-county.com/sites/fpc>

WHO IS THE FOOD POLICY COUNCIL?

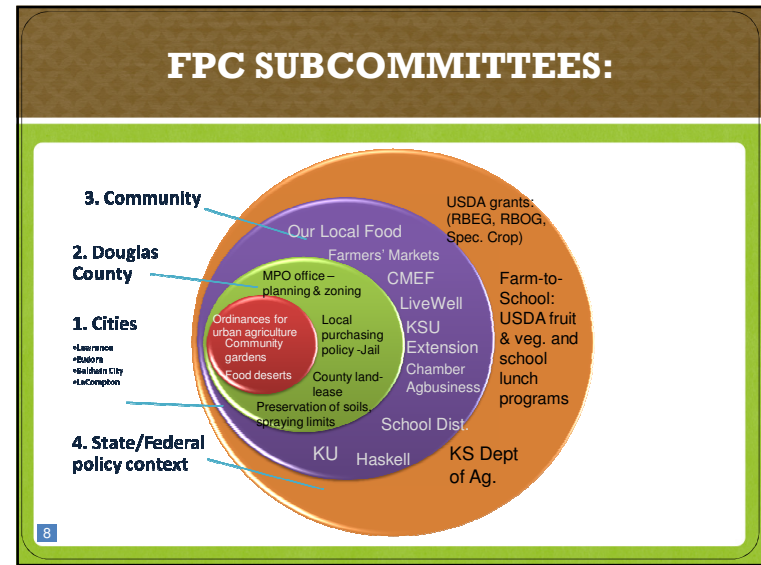
- Established by the County Commission in Sept. 2009.
- Works to identify the benefits, challenges and opportunities for a successful food system.
- Represents a wide range of stakeholders in food system.



WHO IS THE FOOD POLICY COUNCIL?

At-Large	Appointed by Jim Flory	Brenna Wulfskuhle
At-Large	Appointed by Mike Gaughan	Dennis "Boog" Highberger
At-Large	Appointed by Nancy Thellman	Sori McMinn
Agricultural Producer	Davenport Winery	Greg Stripe
Agricultural Producer	Moon on the Meadow Farm	Jill Elmers
Agricultural Producer	Douglas County Farm Bureau	Slink Hornberger
Retail Food Outlet	Community Mercantile	Rita York
Retail Food Outlet	CHAIR	
Retail Food Outlet	Hy-Vee	Jan Hornberger
Retail Food Outlet	Free State Brewery/Eudora H.S.	Rick Martin
Retail Food Outlet	715 Restaurant	Michael Beard
Institutional Food Purchaser	Lawrence Memorial Hospital	Don Williams
Education	USD 348	Julie Henry
Extension Service	Douglas County Extension	Bill Wood
City of Lawrence Sustainability Advisory Board	SAB	Daniel Poull
Food Security	DCCDA	Emily Hampton
NGO- Health/Nutrition/MD	Dietitian	Carol Gilmore
NGO- Local Food Systems/Sustainable Ag.	Kansas Rural Center/Seed company	Ban Nagengast
Established Farmer's Market in DgCo	Downtown Lawrence Farmers Mkt	Ellie Garrett
Business Community	Lawrence Chamber of Commerce	George Paley
Youth Representative subcommittees:	KU Environs, OLF	Kim Scherman

CITY
COUNTY
COMMUNITY
STATE/FED



FOOD SYSTEM REPORT FINDINGS



COUNCIL WORKPLAN 2012

Provide recommendations for policy that will support:

PLAN	PRODUCE	PROCESS	PROVIDE
<ul style="list-style-type: none"> Ensure that high quality land is available for farming – both rural and urban. 	<ul style="list-style-type: none"> Increased local food production – especially in consumption “gaps” - vegetables, fruit, poultry, dairy. 	<ul style="list-style-type: none"> Attracting food processing businesses, and supporting food entrepreneurs. 	<ul style="list-style-type: none"> Address Lawrence’s “food deserts” and improve access to healthy food for all residents.

Key Priority for Research and Policy Formation:

Support development of food infrastructure enterprises: cold storage, packaging, distribution, meat processing, processing kitchens for value-added products.

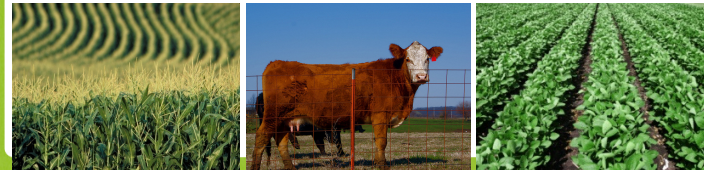
PLAN

- 2012: Will co-host a workshop on “Planning for Local Food” for MPO staff and elected officials (Fall).
- 2012: Will present recommendations for incentives for agricultural land use preservation.
- Ongoing: Research road-side sales ordinances and ordinances that support local, urban agriculture.
- Reach out to other Douglas County cities to support food system policies in Lecompton, Eudora, Baldwin City.



PRODUCE

- **Common Ground Program:** Urban Agriculture and Community Gardens in Lawrence (ongoing evaluation, reporting, development)
- Advance the Farm-to-School work in Douglas County and statewide by creating a toolkit to link farmers and food service directors.
- Support purchasing policy in the Lawrence School District.
- Consider upcoming food safety legislation (i.e. GAPs) and support local growers through education.



PROVIDE

- Coordinate with Just Food and local food pantries to address food insecurity and Lawrence “food deserts.”
- Collaborate with county staff to develop a local food purchasing policy for the jail and/or community farm for the homeless shelter.
- Consider development of a “Youth Council” to engage young citizens in food system policy work.



PROCESS

- Support community efforts to create a “food hub” (light processing center and/or local food distribution).
- Make recommendations to increase use of existing incubator kitchen at Fairgrounds.



QUESTIONS?

<http://www.douglas-county.com/sites/fpc>

MEMORANDUM

To : Board of County Commissioners

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

Date : April 20, 2012

Re : Consider awarding contract for pavement rehabilitation Project No. 2012-6
Route 1057 from Route 460 to Route 458
Add-alternate for Route 460 from Route 1057 (E 1900 Rd) to E 2000 Road

Bids were opened April 12 for the referenced project. The project entails milling a 2"-depth off the existing pavement on Route 1057, patching, and overlaying the pavement with hot mix asphalt. On Route 460, the project scope is similar except 2" milling will be limited to the beginning and end of the one-mile section and at bridge approaches .

We received bids from three contractors as shown below (also see attached bid tabulation). The low base bid and total bid was submitted by Sunflower Paving.

BID SUMMARY			
COMPANY	BASE BID AMOUNT	ADD-ALTERNATE	COMBINED BID AMOUNT
Sunflower Paving	\$376,709.00	\$136,393.10	\$513,102.10
Bettis Asphalt	\$416,645.60	\$153,621.45	\$570,267.05
Killough Construction	\$445,463.30	\$145,356.00	\$590,819.30
Little Joe's Asphalt	\$523,587.63	\$170,551.62	\$694,139.25
Engineer's Estimate	\$497,461.50	\$151,669.75	\$649,131.25

The base bid covers asphalt milling, patching and overlay work on Route 1057 from Route 460 (N 700 Road) to Route 458 (N 1000 Road). The add-alternate bid is for patching and overlaying one mile of Route 460 from Route 1057 to E 2000 Road.

It is recommended to accept the low total bid from Sunflower Paving in the amount of \$513,102.10. Funds are available in Road & Bridge Fund 201 from remaining funds in the Overlay line item (\$230,000) and the Chip Seal line item (\$40,000). The remaining funds needed are available from the CIP's Annual Contract Pavement Maintenance Projects allocation of \$500,000. Given the uncertain quantity of patching required, I also request authority to approve change orders totaling up to 10% of the contract amount.

Action Required: Accept the low total bid from Sunflower Paving and award a construction contract in the amount of \$513,102.10 for Project No. 2012-6, pavement rehabilitation on Route 1057 from Route 460 to Route 458, and on Route 460 from Route 1057 to E 2000 Road, and authorize the Public Works Director to approve change orders up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
 PROJECT 2012-6/BID NO. 12-F-0009
 DESCRIPTION: MILL & OVERLAY ROUTE 1057 FROM N700 TO N1000 & ADD-ALTERNATE RTE. 460 FROM E1900 TO E2000
 BID TABULATION
 April 12, 2012

RTE. 1057 SEGMENT				ENGINEER'S ESTIMATE		SUNFLOWER PAVING		BETTIS ASPHALT		KILLOUGH CONST.	
ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Mobilization	1	L.S.	\$25,000.00	\$25,000.00	\$12,100.00	\$12,100.00	\$5,440.00	\$5,440.00	\$5,500.00	\$5,500.00
2	Milling (2" Nominal)	42,828	S.Y.	\$1.25	\$53,535.00	\$0.25	\$10,707.00	\$1.20	\$51,393.60	\$1.25	\$53,535.00
3	HMA – Commercial Grade (Class A) (Surface)	5,094	Tons	\$61.00	\$310,734.00	\$53.50	\$272,529.00	\$53.95	\$274,821.30	\$59.95	\$305,385.30
4	Asphalt Pavement Smoothness	1	L.S.	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00
5	HMA – Commercial Grade (Class A) (Patch)	450	Tons	\$100.00	\$45,000.00	\$80.00	\$36,000.00	\$95.00	\$42,750.00	\$110.00	\$49,500.00
6	Aggregate Shouldering (AS-1)	923	Tons	\$25.00	\$23,075.00	\$20.00	\$18,460.00	\$21.25	\$19,613.75	\$18.00	\$16,614.00
7	Flagger (Set)	1	Hour	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
8	Monument Box	5	Each	\$1,000.00	\$5,000.00	\$850.00	\$4,250.00	\$1,000.00	\$5,000.00	\$750.00	\$3,750.00
9	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
10	Traffic Control – Two Lane with One Lane Closed	1	L.S.	\$25,000.00	\$25,000.00	\$11,990.00	\$11,990.00	\$14,700.00	\$14,700.00	\$2,200.00	\$2,200.00
11	Traffic Control (Initial Setup)	1	L.S.	\$3,300.00	\$3,300.00	\$3,160.00	\$3,160.00	\$505.00	\$505.00	\$3,000.00	\$3,000.00
12	Construction Sign (0 to 9.25 sq. ft.)	219	Ea. Day	\$1.00	\$219.00	\$3.00	\$657.00	\$0.35	\$76.65	\$3.00	\$657.00
13	Construction Sign (9.26 to 16.25 sq. ft.)	202	Ea. Day	\$1.00	\$202.00	\$3.00	\$606.00	\$0.60	\$121.20	\$3.00	\$606.00
14	Construction Barricade (Type III, 4' – 8')	34	Ea. Day	\$1.75	\$59.50	\$11.00	\$374.00	\$0.85	\$28.90	\$10.00	\$340.00
15	Type "A" Warning Light	236	Ea. Day	\$0.75	\$177.00	\$1.00	\$236.00	\$0.45	\$106.20	\$1.00	\$236.00
16	Trim Line Channelizers	120	Ea. Day	\$1.00	\$120.00	\$5.00	\$600.00	\$0.40	\$48.00	\$5.00	\$600.00
TOTAL					\$497,461.50		\$376,709.00		\$416,645.60		\$445,463.30

ADD ALTERNATE - RTE. 460 SEGMENT											
ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
17	Milling (2" Nominal)	1,067	S.Y.	\$1.25	\$1,333.75	\$1.30	\$1,387.10	\$5.25	\$5,601.75	\$2.15	\$2,294.05
18	HMA – Commercial Grade (Class A) (Surface)	1,761	Tons	\$61.00	\$107,421.00	\$56.00	\$98,616.00	\$53.95	\$95,005.95	\$59.95	\$105,571.95
19	HMA – Commercial Grade (Class A) (Patch)	250	Tons	\$100.00	\$25,000.00	\$85.00	\$21,250.00	\$95.00	\$23,750.00	\$110.00	\$27,500.00
20	Aggregate Shouldering (AS-1)	275	Tons	\$25.00	\$6,875.00	\$24.00	\$6,600.00	\$21.25	\$5,843.75	\$18.00	\$4,950.00
21	Flagger (Set)	1	Hour	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
22	Monument Box	2	Each	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
23	Traffic Control	1	L.S.	\$9,000.00	\$9,000.00	\$6,800.00	\$6,800.00	\$21,380.00	\$21,380.00	\$3,500.00	\$3,500.00
TOTAL ADD-ALTERNATE BID					\$151,669.75		\$136,393.10		\$153,621.45		\$145,356.00

COMBINED BID AMOUNT

\$649,131.25

\$513,102.10

\$570,267.05

\$590,819.30

DOUGLAS COUNTY PUBLIC WORKS
 PROJECT 2012-6/BID NO. 12-F-0009
 DESCRIPTION: MILL & OVERLAY ROUTE 1057 FROM N700 TO N1000 & ADD-ALTERNATE RTE. 460 FROM E1900 TO E2000
 BID TABULATION (Page 2)
 April 12, 2012

RTE. 1057 SEGMENT				LITTLE JOE'S ASPHALT							
ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Mobilization	1	L.S.	\$7,390.89	\$7,390.89						
2	Milling (2" Nominal)	42,828	S.Y.	\$1.35	\$57,817.80						
3	HMA – Commercial Grade (Class A) (Surface)	5,094	Tons	\$67.05	\$341,552.70						
4	Asphalt Pavement Smoothness	1	L.S.	\$3,030.30	\$3,030.30						
5	HMA – Commercial Grade (Class A) (Patch)	450	Tons	\$136.04	\$61,218.00						
6	Aggregate Shouldering (AS-1)	923	Tons	\$32.95	\$30,412.85						
7	Flagger (Set)	1	Hour	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
8	Monument Box	5	Each	\$770.27	\$3,851.35						
9	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
10	Traffic Control – Two Lane with One Lane Closed	1	L.S.	\$9,268.84	\$9,268.84						
11	Traffic Control (Initial Setup)	1	L.S.	\$3,836.22	\$3,836.22						
12	Construction Sign (0 to 9.25 sq. ft.)	219	Ea. Day	\$4.00	\$876.00						
13	Construction Sign (9.26 to 16.25 sq. ft.)	202	Ea. Day	\$4.00	\$808.00						
14	Construction Barricade (Type III, 4' – 8')	34	Ea. Day	\$12.70	\$431.80						
15	Type "A" Warning Light	236	Ea. Day	\$1.38	\$325.68						
16	Trim Line Channelizers	120	Ea. Day	\$6.06	\$727.20						
TOTAL					\$523,587.63						

ADD ALTERNATE - RTE. 460 SEGMENT											
ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
17	Milling (2" Nominal)	1,067	S.Y.	\$3.08	\$3,286.36						
18	HMA – Commercial Grade (Class A) (Surface)	1,761	Tons	\$67.05	\$118,075.05						
19	HMA – Commercial Grade (Class A) (Patch)	250	Tons	\$136.05	\$34,012.50						
20	Aggregate Shouldering (AS-1)	275	Tons	\$32.95	\$9,061.25						
21	Flagger (Set)	1	Hour	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
22	Monument Box	2	Each	\$770.27	\$1,540.54						
23	Traffic Control	1	L.S.	\$4,535.92	\$4,535.92						
TOTAL ADD-ALTERNATE BID					\$170,551.62						

COMBINED BID AMOUNT

\$694,139.25

4/12/2012

Keith A. Browning, PE, Director of Public Works

Date:

Jaime Shew, Douglas County Clerk

From: PW - Fulks, Rita
Sent: Friday, April 20, 2012 3:23 PM
To: AD - Crabtree, Robin
Subject: Bid Tabs
Attachments: Bid Tab Sheet for 2,4-D (AMINE) 2012.xls; BID TAB 2012-6.xls; BID TAB 2012-7.xls; BID TAB 2012-8.xls

Robin,

I have attached bid tabs for the 2, 4-D (Amine); Project No. 2012-6; Project No. 2012-7; and Project No. 2012-8.

Please note that on Project No. 2012-6 and Project No. 2012-8 there are pages 1 & 2.

Let me know if I can help and I am sorry I forgot these. I will try harder next time. Rita

Rita Fulks
Management Information Analyst
Douglas County Public Works
1242 Massachusetts Street
Lawrence, Kansas 66044-3350
785 832-5116
785 841-0943 Fax

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Rita Fulks
Management Information Analyst
Douglas County Public Works
1242 Massachusetts Street
Lawrence, Kansas 66044-3350
785 832-5116
785 841-0943 Fax

5

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2012-6
2012 MILL AND OVERLAY
DOUGLAS COUNTY ROUTE 1057 FROM N700 TO N1000
AND
ADD-ALTERNATE ROUTE 460 FROM E1900 TO E2000
BID #12-F-0009

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: 03/19/2012

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

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Page	Description
1	Title Page
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P-1	Proposal
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C-1 - C-2	Contract
SB-1 – SB-2	Statutory Bond
PB-1 - PB-2	Performance & Maintenance Bond

SPECIAL PROVISIONS

07-DG-1 - SALES TAX EXEMPTION
07-DG-2 (revised July 2006) – CONTRACTUAL PROVISIONS ATTACHMENT
07-DG-3 - GENERAL DESCRIPTION
07-DG-4 - PLAN SHEET
07-DG-5 - ENGINEER
07-DG-8 - OPERATIONS OF OTHERS
07-DG-11 - INSPECTION
07-DG-12 - RIGHT-OF-WAY
07-DG-14 - SPECIFICATIONS
07-DG-22 - INDEMNITY PROVISION
07-DG-30B – RATES OF APPLICATION/PROJECT CONTINGENCIES/GENERAL INFORMATION
07-DG-51 – ASPHALT SAFETY EDGE
07-DG-64 – ASPHALT PAVEMENT SMOOTHNESS
07-DG-46B – MAINTENANCE AND RESTORATION OF HAUL ROADS
07-DG-64 – ASPHALT PAVEMENT SMOOTHNESS
07-DG-118C – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE
07-DG-160 – PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Attachments:

Map of Douglas County showing approximate project location(s) and millings stockpile site
Milling Detail
HMA Pavement Patching Detail
Typical Section
Monument Box Detail
Monument Box Location Map
Traffic Control Details (# of Sheets)

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:15 P.M., Thursday, April 12, 2012, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2012-6 consists of 42,828 S.Y. of 2" milling on mainline and side road approaches, placing approximately 5,094 tons of HMA-Commercial Grade (Class A) (Surface), Asphalt Pavement Smoothness, 783 tons of HMA-Commercial Grade (Class A) (Patch), 923 tons of Aggregate Shouldering (AS-1), setting 5 monument boxes and Traffic Control. This project is located on Douglas County Route 1057 from N700 (RTE 460) to N1000 (RTE 458).

Included is an Add Alternate bid consisting of 1,067 S.Y. of transition milling (0"-2") near the intersections of N700/E1900 and N700/E2000, 1,761 tons of HMA-Commercial Grade (Class A) (Surface), 261 tons of HMA-Commercial (Class A) (Patch), 275 tons of Aggregate Shouldering (AS-1), setting 2 monument boxes and Traffic Control. This Add Alternate bid is located on Douglas County Route 460 from E1900 (RTE 1057) to E2000.

Route 1057 and Route 460 (if accepted) shall be opened to unrestricted traffic each evening, No detour of traffic will be permitted. Flaggers and/or pilot vehicles shall be used to carry one lane traffic through construction.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-6", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

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

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

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

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

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 03/19/2012

Publication Date: Thursday, March 22, 2012
Sunday, March 25, 2012

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

INFORMATION FOR BIDDERS

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

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2012-6

BID #12-F-0009

SPECIFICATIONS

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

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS
(Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

SPECIFICATIONS
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-6", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS
(Continued)

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

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

Section 109

MEASUREMENT AND PAYMENT

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009
PROPOSAL

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

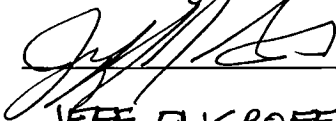
1. Proposal of SUNFLOWER PAVING INC. for the performance of "Douglas County Project No. 2012-6", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within twelve (12) working days and an additional seven (7) working days if the add-alternate is awarded. The earliest anticipated date for the "Notice to Proceed" is August 20, 2012. The latest anticipated date for the Notice to Proceed is September 3, 2012.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

SUNFLOWER PAVING INC.
Name of Organization

By:



JEFF ENGROFF, PRESIDENT

PROJECT NO. 2012-6
DOUGLAS COUNTY, KANSAS
BID #12-F-0009

**SCHEDULE OF PRICES
ROUTE 1057 SEGMENT**

SPEC. NO.	BIDDING ITEMS	APPROX QTY'S.	UNIT	UNIT PRICE	AMOUNT
801	Mobilization	1	L.S.	2 ^{hr} 18,100.00	2 ^{hr} 18,100.00
612	Milling (2" Nominal)	42,828	S.Y.	0.25	10,707.00
611/Sp. Prov.	HMA – Commercial Grade (Class A) (Surface)	5,094	Tons	53.50	272,529.00
603/Sp. Prov.	Asphalt Pavement Smoothness	1	L.S.	3000.00	3000.00
833/611 Sp. Prov.	HMA – Commercial Grade (Class A) (Patch)	450	Tons	80.00	36,000.00
1113	Aggregate Shouldering (AS-1)	923	Tons	20.00	18,460.00
805	Flagger (Set)	1	Hour	\$40.00	\$40.00
Sp. Prov.	Monument Box	5	Each	850.00	4250.00
804/Sp. Prov.	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00
805	Traffic Control – Two Lane with One Lane Closed	1	L.S.	11,990.00	11,990.00
805	Traffic Control (Initial Setup)	1	L.S.	3160.00	3160.00
805	Construction Sign (0 to 9.25 sq. ft.)	219	Ea. Day	3.00	657.00
805	Construction Sign (9.26 to 16.25 sq. ft.)	202	Ea. Day	3.00	606.00
805	Construction Barricade (Type III, 4' – 8')	34	Ea. Day	11.00	374.00
805	Type "A" Warning Light	236	Ea. Day	1.00	236.00
805	Trim Line Channelizers	120	Ea. Day	5.00	600.00

TOTAL BID 376,709.00 *Accepted*

ADD ALTERNATE BID (Route 460)

SPEC. NO.	BIDDING ITEMS	APPROX QTY'S.	UNIT	UNIT PRICE	AMOUNT
612	Milling (2" Nominal)	1,067	S.Y.	1.30	1387.10
611/Sp. Prov.	HMA – Commercial Grade (Class A) (Surface)	1,761	Tons	56.00	98,616.00
833/611 Sp. Prov.	HMA – Commercial Grade (Class A) (Patch)	250	Tons	85.00	21,250.00
1113	Aggregate Shouldering (AS-1)	275	Tons	24.00	6600.00
805	Flagger (Set)	1	Hour	\$40.00	\$40.00
Sp. Prov.	Monument Box	2	Each	850.00	1700.00
805	Traffic Control	1	L.S.	6800.00	6800.00

TOTAL ADD ALTERNATE BID 136,393.10 *Accepted*

SP-1

WS

(Signature)

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

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 Sunflower Parking, Inc, Lawrence, Kansas 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 11.

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

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:

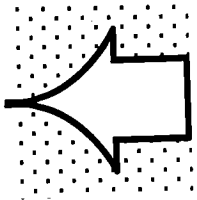
Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature



DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-6
BID #12-F-0009

STATUTORY BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
DOUGLAS COUNTY PROJECT NO. 2012-6
BID #12-F-0009

STATUTORY BOND (continued)

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

Principal

Surety

Attorney-In-Fact

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

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

PERFORMANCE AND MAINTENANCE BOND

Know All Men By these Presents, that We, _____

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2012-6
BID #12-F-0009

PERFORMANCE AND MAINTENANCE BOND (continued)

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

Principal

Surety

Attorney-In-Fact

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

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

GENERAL DESCRIPTION:

Douglas County Project 2012-6 consists of 42,828 S.Y. of 2" milling on mainline and side road approaches, placing approximately 5,094 tons of HMA-Commercial Grade (Class A) (Surface), Asphalt Pavement Smoothness, 783 tons of HMA-Commercial Grade (Class A) (Patch), 923 tons of Aggregate Shouldering (AS-1), setting 5 monument boxes and Traffic Control. This project is located on Douglas County Route 1057 from N700 (RTE 460) to N1000 (RTE 458).

Included is an Add Alternate bid consisting of 1,067 S.Y. of transition milling (0"-2") near the intersections of N700/E1900 and N700/E2000, 1,761 tons of HMA-Commercial Grade (Class A) (Surface), 261 tons of HMA-Commercial (Class A) (Patch), 275 tons of Aggregate Shouldering (AS-1), setting 2 monument boxes and Traffic Control. This Add Alternate bid is located on Douglas County Route 460 from E1900 (RTE 1057) to E2000.

Route 1057 and Route 460 (if accepted) shall be opened to unrestricted traffic each evening, No detour of traffic will be permitted. Flaggers and/or pilot vehicles shall be used to carry one lane traffic through construction.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Map of Douglas County showing approximate project location(s) and millings stockpile site
2	Milling Detail
3	HMA Pavement Patching Detail
4	Typical Section
5	Monument Box Detail
6	Monument Box Location Map
7	Traffic Control Details

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

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

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

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

RATES OF APPLICATION/ PROJECT CONTINGENCIES/GENERAL INFORMATION:

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 1057	15,873 L.F.	24'	5%	10%

ADD ALTERNATE

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 460	5,450 L.F.	24'	5%	10%

- HMA transitions (0'-3' in length) required at all paved entrances to construct a smooth transition from the newly constructed asphalt surface.
- Emulsified Asphalt (SS-1HP) for Tack is subsidiary to HMA-Commercial Grade
- This project shall include milling and paving 30' approach radius's to Route 1057 at N800 (E & W), N900 (E & W) and Add Alternate to Route 460 at E1900 (S)(Overlay only), E1950 (S)(Overlay only) and E2000 (N).

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SECTION 804

MAINTENANCE AND RESTORATION

OF HAUL ROADS

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

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

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

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

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

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

NOTE: Final surface repair on East 1750 Road south of K-10 Highway will not be required under this project line item. The Contractor shall perform preventative and repair maintenance, as directed by the Engineer, to minimize damage to E1750 Road during hauling operations. Douglas County will pay for HMA material used for intermediate surface repair at 2.5 times the bid unit cost for HMA-Commercial Grade (Class A)(Surface).

**SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

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

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

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

2.0 MATERIALS:

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

3.0 EQUIPMENT:

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

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

4.0 CONSTRUCTION METHODS:

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

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

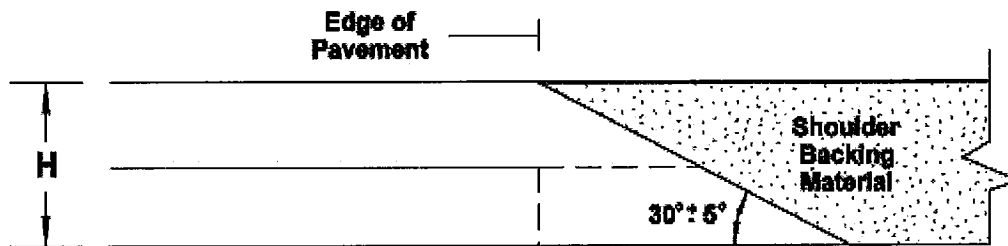
Safety edge shape shall be constructed as shown in the contract documents.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

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



For H < 5 In.

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

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

**SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

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

SECTION 603 (amended)

ASPHALT PAVEMENT SMOOTHNESS

603.1 DESCRIPTION

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

BID ITEM

Asphalt Pavement Smoothness

UNITS

Lump Sum

603.2 MATERIALS - None specified.

603.3 CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use these methods for corrections:

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

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

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

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

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

603.4 MEASUREMENT AND PAYMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

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

SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SUBSECTION 611.1 DESCRIPTION, Add the following Bid Items:

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

SUBSECTION 611.2 MATERIALS, Table 611-1,

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

Change the Binder requirement to PG64-22

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

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

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

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

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

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.

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/ppreq/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for March, 2012.

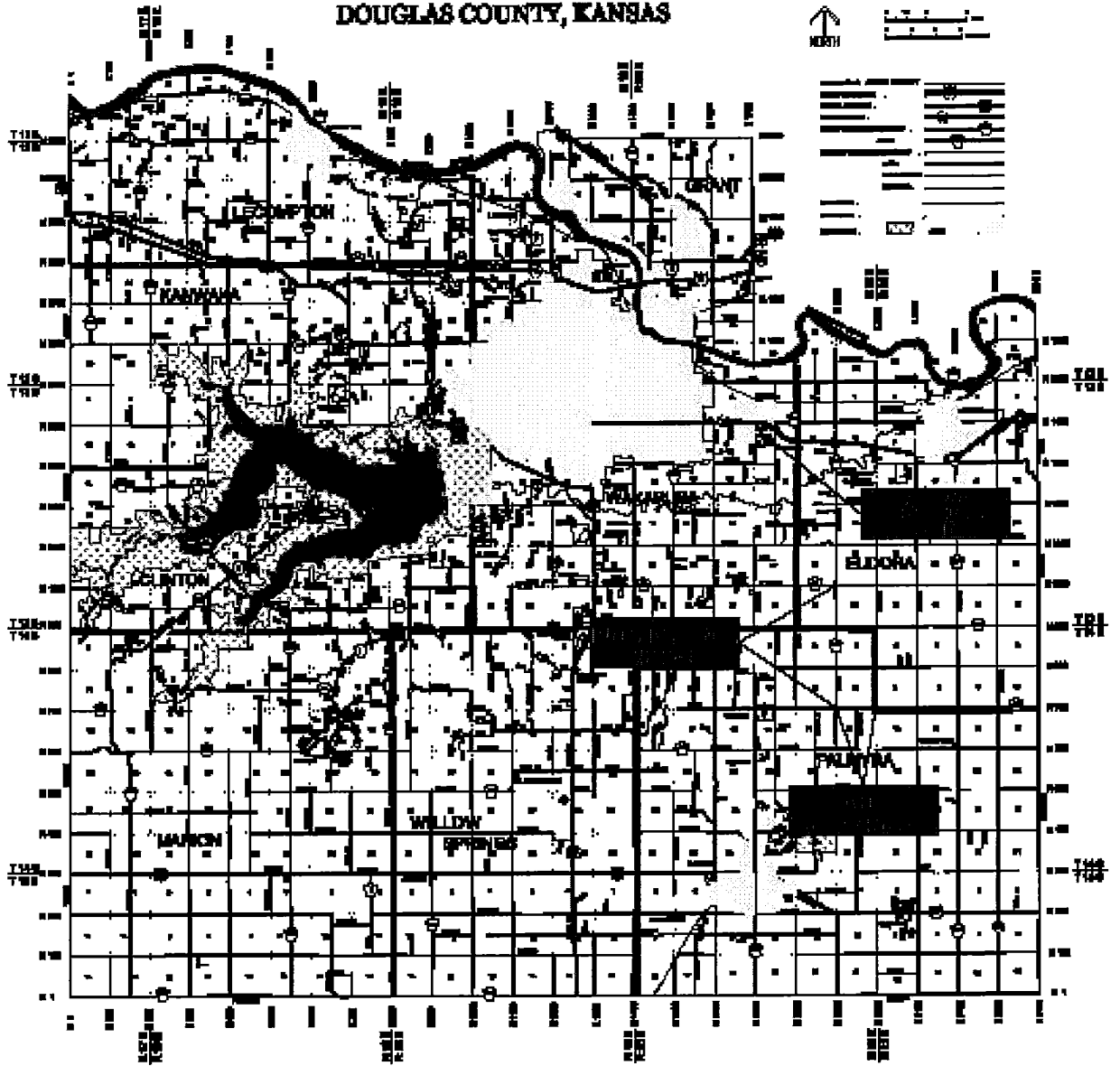
The adjusted unit cost will apply until all work is complete. If contract time expires, no additional increases will be allowed, but if the asphalt price decreases during this time the revised unit costs will reflect this change.

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

PROJECT 2012-6 LOCATION MAP

DOUGLAS COUNTY, KANSAS



Douglas County Public Works

1242 Massachusetts
Lawrence, Kansas 66044

PROJECT NO.
2012-6

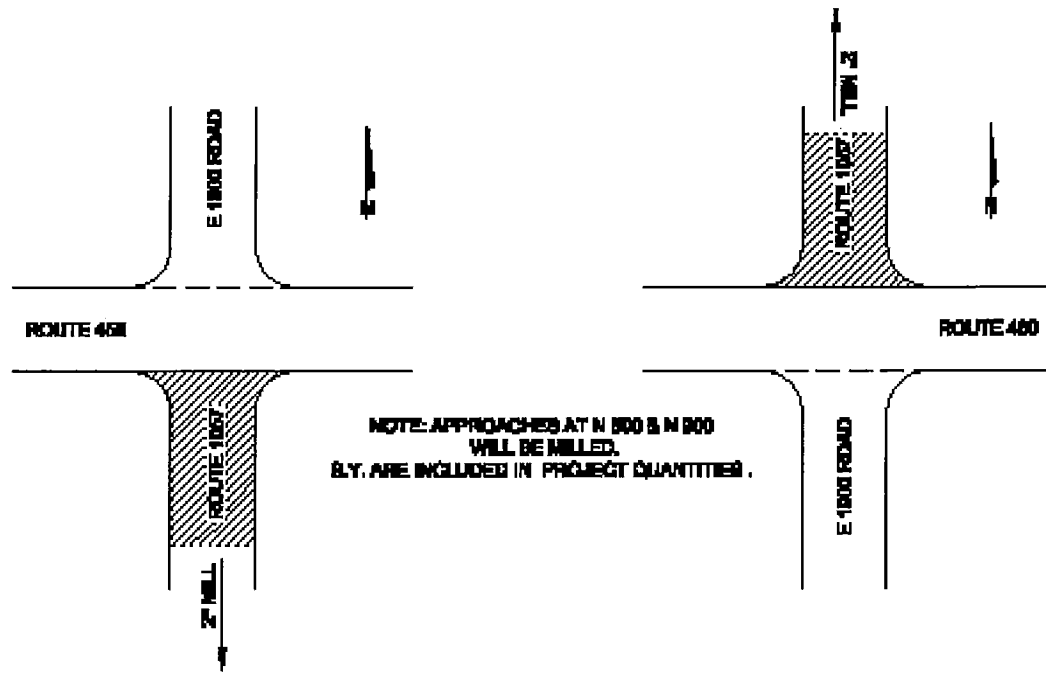
DESIGNED BY
N.P.

DRAWN BY
J.S.

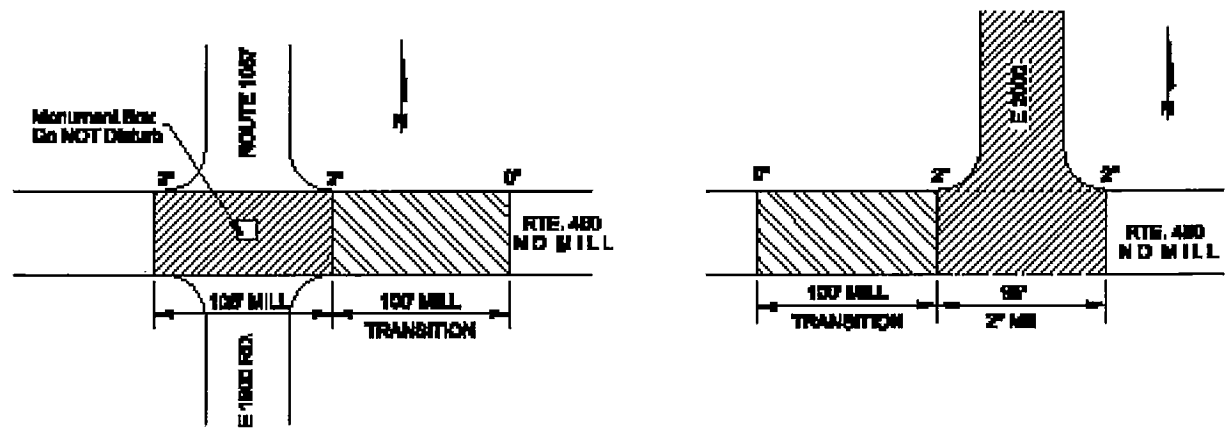
PROJECT NAME

ROUTE 1057 AND ADD ALERNATE ROUTE 480 (E1000 - E2000)

PROJECT LOCATION MAP



ADD ALTERNATE RTE. 460 (E1900 - E2000)

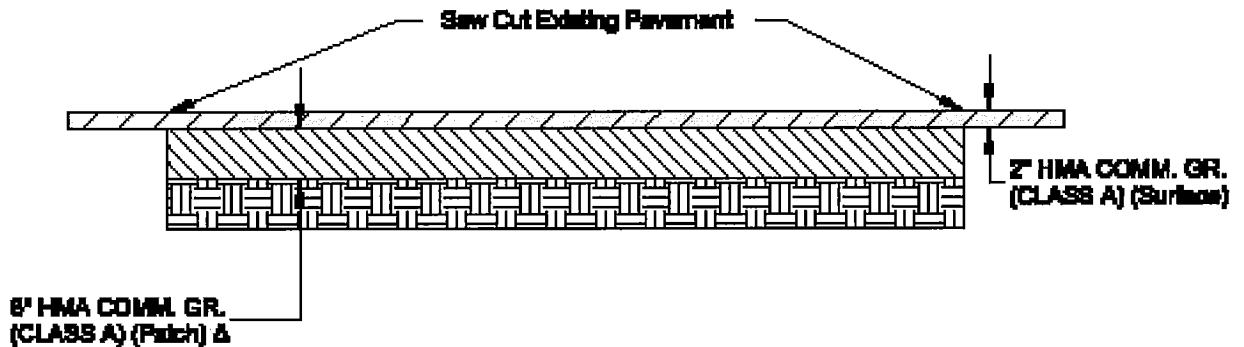


Douglas County Public Works
 1242 Massachusetts
 Lawrence, Kansas 66044

PROJECT NO.
 2012-6
 DESIGNED BY
 N.P.
 DRAWN BY
 J.S.

PROJECT NAME
 ROUTE 1057 AND ADD ALTERNATE ROUTE 460
MILLING DETAIL

HMA PAVEMENT PATCHING DETAIL



Typical Detail for Patching

Notes:

1. THE SUBGRADE SHALL BE THOROUGHLY AND UNIFORMLY RECOMPACTED BY HAND TAMPING AND ROLLING.
2. THE BITUMINOUS MIXTURE SHALL BE DEPOSITED IN UNIFORMLY SPREAD LAYERS NOT TO EXCEED 3" IN THICKNESS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BY A SELF PROPELLED VIBRATORY STEEL DRUM ROLLER.
3. BITUMINOUS MIX USED FOR PAVEMENT PATCHING WILL BE PAID PER TON OF ACTUAL MATERIAL PLACED AND ACCEPTED.
4. SAW CUTS WILL BE SUBSIDIARY TO HMA- COMM. GR. (CLASS A) (PATCH) CONSTRUCTION REQUIREMENTS SHALL BE AS STATED IN SECTION 533 OF THE 2007 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. THE LOCATIONS OF BITUMINOUS PAVEMENT PATCHING WILL BE DETERMINED BY THE ENGINEER AFTER ANY MILLING OPERATIONS ARE COMPLETED.
6. EMULSIFIED ASPHALT (SS-1HP) FOR TACK IS REQUIRED ON ALL SURFACES AT PATCH LOCATIONS PRIOR TO PLACING HMA (PATCH) MATERIAL. A LIGHT COAT OF SS-1HP IS REQUIRED BETWEEN SUCCESSIVE LIFTS OF HMA (PATCH) MATERIAL. THIS WORK IS SUBSIDIARY TO HMA (PATCH).
- ▲ THE ACTUAL DEPTH OF HMA (PATCH) MAY BE ADJUSTED BY THE ENGINEER TO ACCOMMODATE CONDITIONS FOUND DURING CONSTRUCTION.



Douglas County Public Works

1242 Massachusetts
Lawrence, Kansas 66044

PROJECT NO.
2012-6

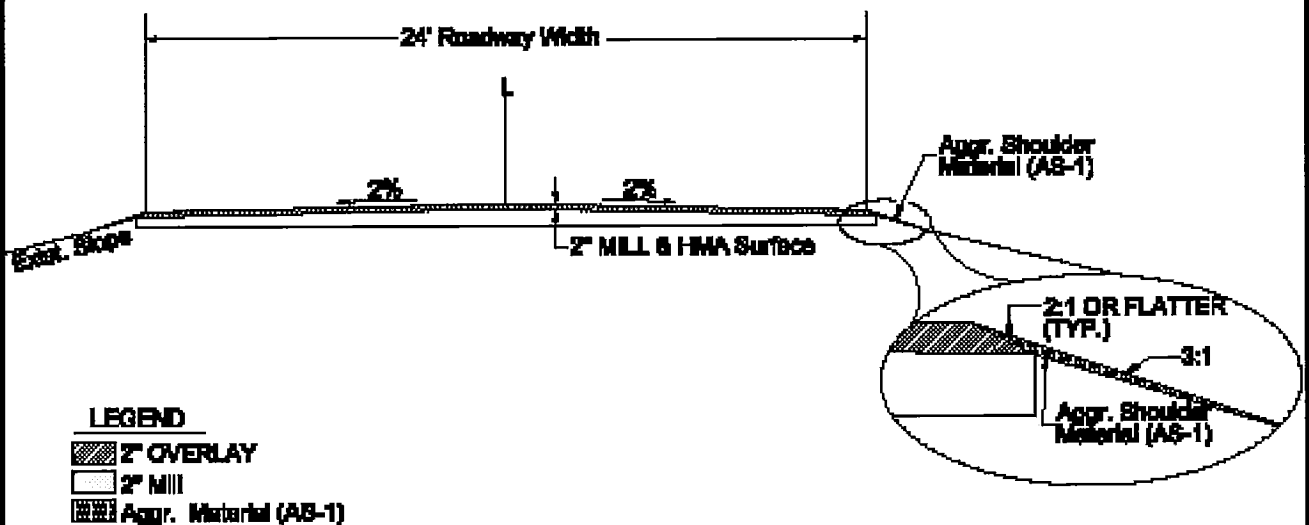
DESIGNED BY
N.P.

DRAWN BY
J.S.

PROJECT NAME

ROUTE 1057 AND ADD ALTERNATE ROUTE 480
HMA PAVEMENT PATCHING DETAIL

ROUTE 1057 AND ADD ALTERNATE 460 (E1900 - E2000) TYPICAL SECTION FOR 2" MILL AND OVERLAY



Douglas County Public Works

1242 Massachusetts
Lawrence, Kansas 66044

PROJECT NO.
2012-6

DESIGNED BY
N.P.

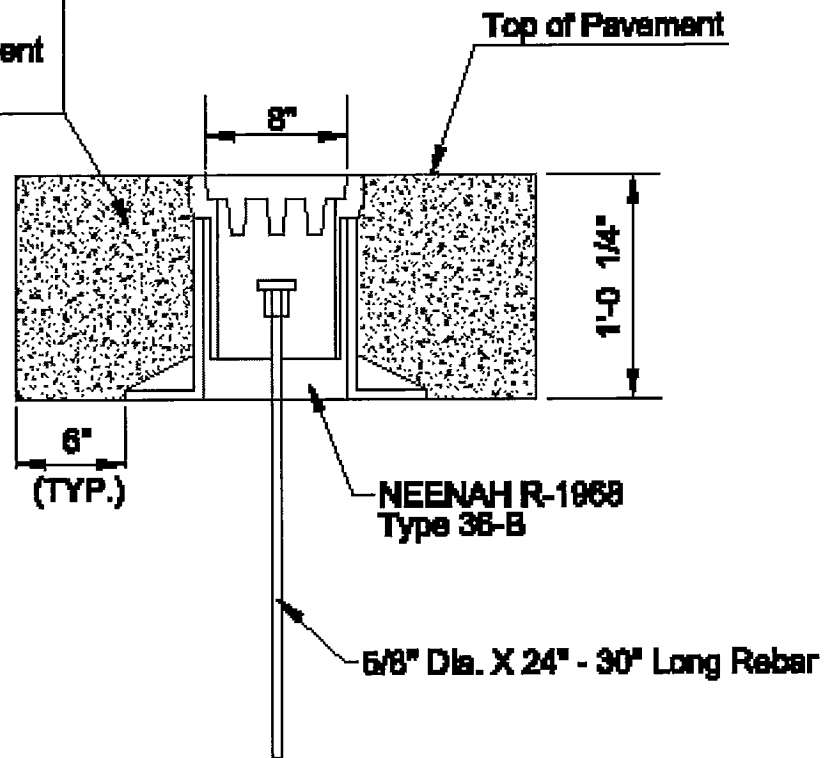
DRAWN BY
J.S.

PROJECT NAME

ROUTE 1057 AND ADD ALTERNATE ROUTE 460 (E1900 - E2000)

TYPICAL SECTION

Fiber Reinforced Concrete
Collar (High Early
Strength)
Poured Around Monument
Box.



MONUMENT BOX

1. The contractor shall supply and install the survey monument box at locations determined by the Engineer.
2. The existing survey marker (bar w/cap, stone, ect.) shall not be disturbed during excavation for the monument box.
3. The monument box shall be $\frac{1}{8}$ " below the final surfacing.
4. Adjust monument box frame and cover to finish grade and slope.
5. All items shown above are subsidiary to the bid item "Monument Box".



Douglas County Public Works

1242 Massachusetts
Lawrence, Kansas 66044

PROJECT NO.
2012-6

DESIGNED BY
N.P.

DRAWN BY
J.S.

PROJECT NAME

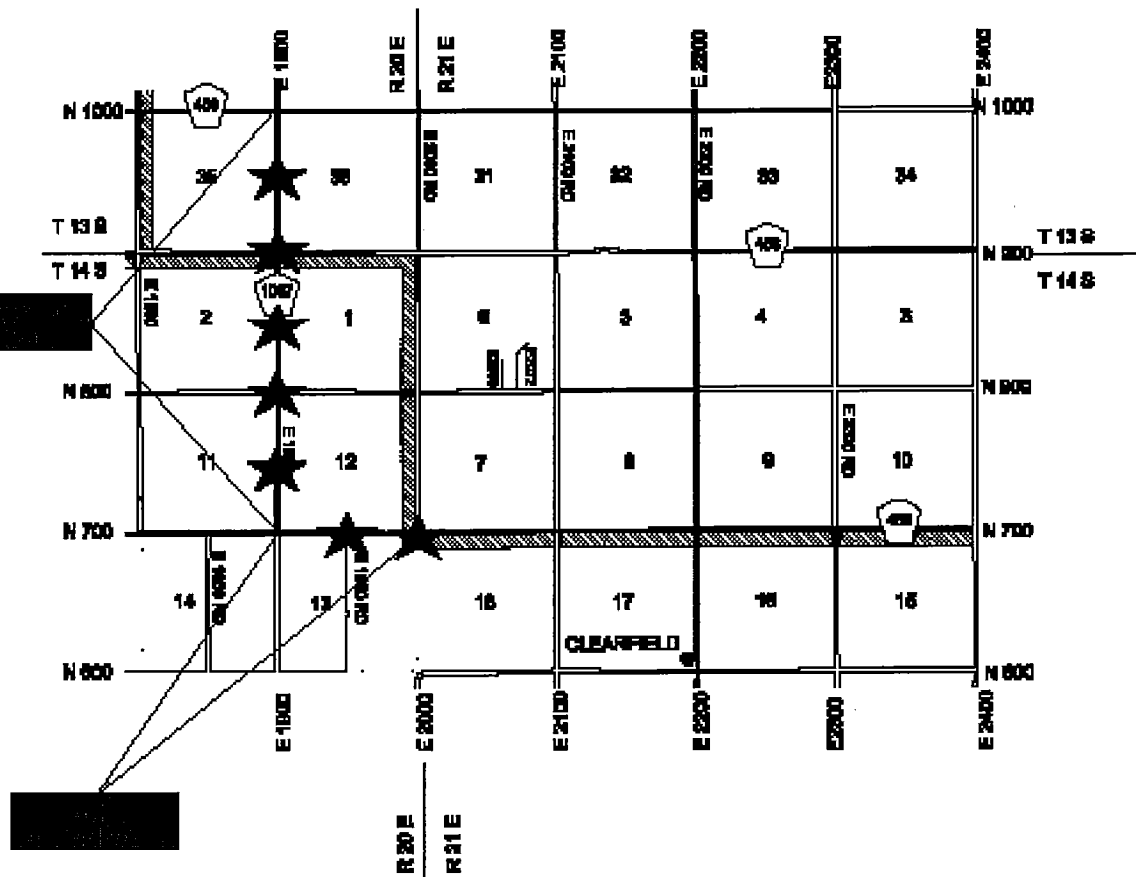
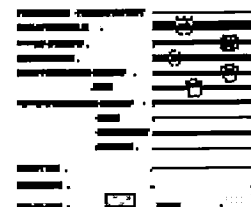
ROUTE 1057 AND ADD ALERNATE ROUTE 460
MONUMENT BOX DETAIL

PROJECT 2012-6 LOCATION MAP



★ = MONUMENT BOX LOCATION (5 TOTAL)

ADD ALTERNATE RTE. 460 (E1900-E2000)
MONUMENT BOX LOCATIONS (2 TOTAL)



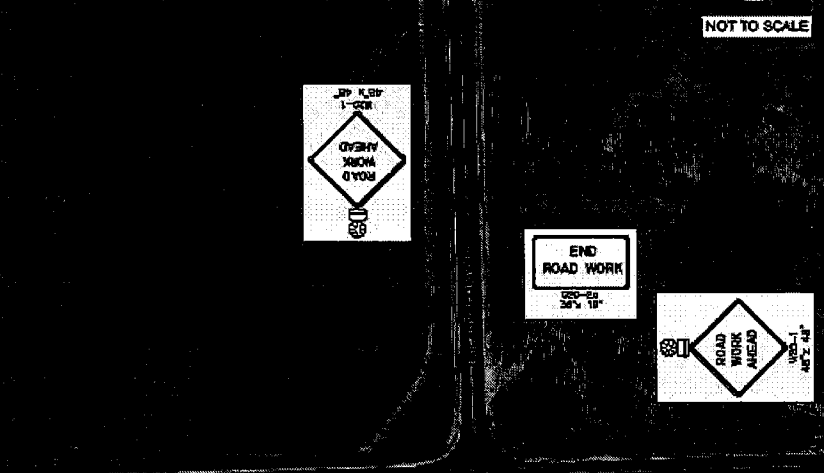
Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

PROJECT NO.
2012-6
DESIGNED BY
N.P.
DRAWN BY
J.S.

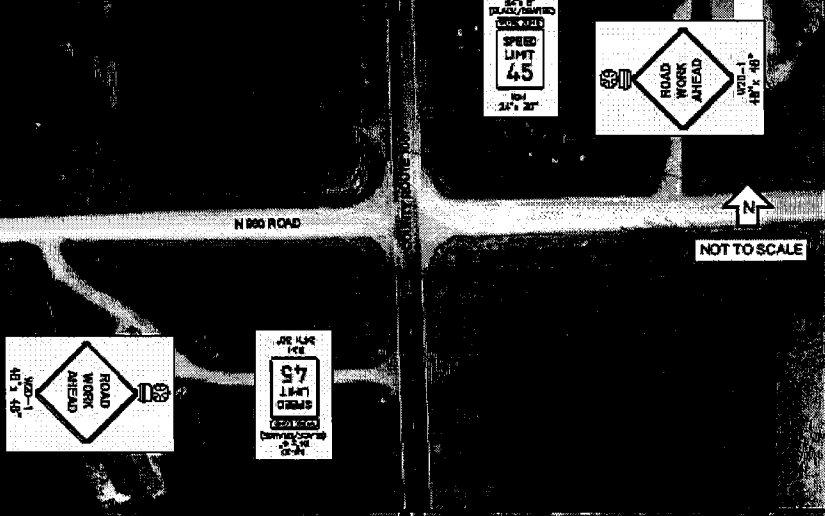
PROJECT NAME
ROUTE 1057 AND ADD ALTERNATE ROUTE 460 (E1900 - E2000)
MONUMENT BOX LOCATION MAP

PROJECT 2012-6 TRAFFIC CONTROL

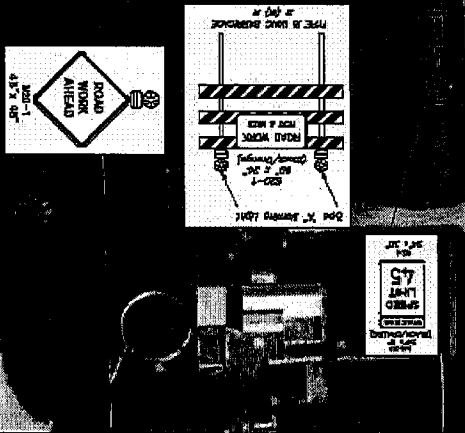
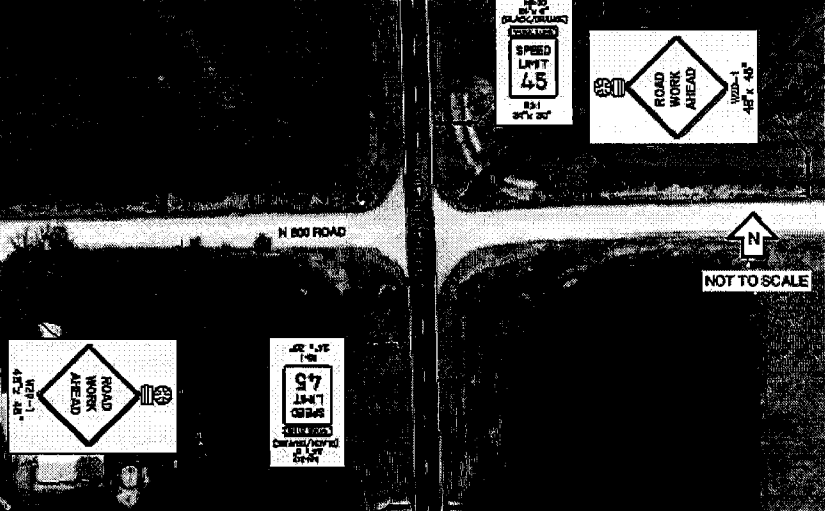
ROUTE 1057 AND ROUTE 458 INTERSECTION



ROUTE 1057 AND N900 INTERSECTION



ROUTE 1057 AND N800 INTERSECTION



LEGEND
 TT DOUBLE POST SIGN ASSEMBLY
 T SINGLE POST SIGN ASSEMBLY
 T TYPE III BARRICADE

Douglas County Public Works
 1342 Main Street
 Lawrence, Kansas 66044



Project Name	Route 1057
Project No.	2012-6
Project Date	10/2012
Project Status	Final
Project Location	Route 1057
Project Length	0.5 miles
Project Cost	\$1,000,000

Traffic Control Plan
 H-REF-L-10-3

ROAD IMPROVEMENTS FOR
 COUNTY ROUTE 1057
 FROM ROUTE 458 TO ROUTE 458

ROUTE 1057 AND ROUTE 460 INTERSECTION

↑ N
NOT TO SCALE

Joseph County Public Works
300 Main Street
The Dalles, Oregon 97130



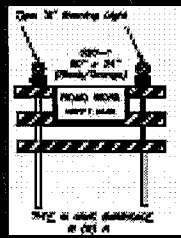
Project No.	Sheet No.	Date
Scale		

Traffic Control Plan
REVISED 2-2014

**ROAD IMPROVEMENTS FOR
COUNTY ROUTE 1057
FROM ROUTE 460 TO ROUTE 459**

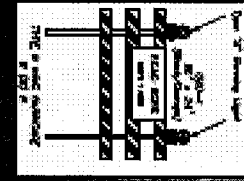
SHD
ROAD WORK
AHEAD
11' x 14'

W14
SPEED
LIMIT
45
8' x 11' x 30"



ROAD
WORK
AHEAD
8' x 11' x 30"

W57
AHEAD
57
8' x 11' x 30"



W57
ROAD
WORK
AHEAD
8' x 11' x 30"

LEGEND
TT DOUBLE POST SIGN ASSEMBLY
T SINGLE POST SIGN ASSEMBLY
T TYPE II BARRICADE
O ADD ALTERNATIONS

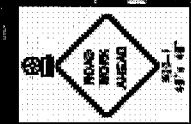
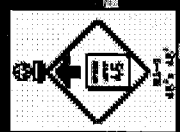
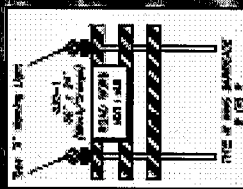
NOTE:
THE (ADD ALTERNATE) SIGNS MARKED WITH A REVISION CLOUD WILL BE INCLUDED IF OVERLAY IS TO PROCEED ON ROUTE 460 BETWEEN ROUTE 1057 (E1900) AND E2000 ROAD.

SHD
ROAD
WORK
AHEAD
8' x 11' x 30"

W57
ROAD
WORK
AHEAD
8' x 11' x 30"

ROUTE 460 AND E2000 INTERSECTION

↑ N
NOT TO SCALE



NOTE:
THE ADD ALTERNATE SIGN MARKED WITH A RED CLOUD WILL BE INCLUDED IF OVERLAY IS TO PROCEED ON ROUTE 460 BETWEEN ROUTE 1057 (E1900) AND E2000 ROAD.

LEGEND
 W DOUBLE POINT SIGN ASSEMBLY
 T SINGLE POINT SIGN ASSEMBLY
 - TYPE B SIGNAGE
 ○ ADD ALTERNATE SIGN

Thompson County Public Works
 2000 MacArthur Blvd.
 Lawrenceville, Georgia 30046



DATE	DESCRIPTION

Traffic Control Plan
 sheet: L-04-L

ROAD IMPROVEMENTS FOR
 COUNTY ROUTE 1057
 FROM ROUTE 460 TO ROUTE 458

GENERAL NOTES

All Traffic Control Devices and Installation or use thereof shall conform with the 2009 MUTCD.

Signatories are to do all or portions shown on the Traffic Control Diagrams less those or as directed by the Engineer. Signatories themselves shall be required to physically erect the roadway signs, but they are exempted to provide access to local parties. The signatories may be required to construct signs enclosed by wire or enclosures or may be required to erect field signs enclosed in accordance with 2009 MUTCD.

The same sign sizes for traffic control devices shall be the program for providing signage, erecting, replacing, maintaining, removing and cleaning all traffic control devices as required or as directed by the Engineer.

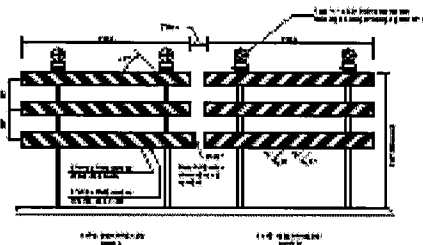
Any additional signs ordered by the Engineer shall be subsidiary to other sign types.

Warning lights and signs are required for barricades or signs on the Traffic Control Sign Assembly sheet or as directed by the Engineer.

Uniformed flaggers specified by the approved traffic control plan, will be authorized to direct the traffic if the Engineer determines that additional flaggers are required, and additional flaggers will be authorized to work from they are required.

The Contractor shall designate an employee who will have the responsibility for maintaining all traffic control signs shown on the Traffic Control Diagram sheet and shall be available 24 hours a day to change for the signs, replacement, removal, relocation, cleaning and maintenance of any traffic control device required or as directed by the Engineer. The Engineer shall be released of the signs, vehicles, and/or telephone number of the person given this responsibility. The Contractor shall conduct periodic field inspections as required by the Engineer to insure that the devices are in place and in satisfactory condition.

All traffic control devices including reflectorized surfaces shall be fully reflectorized with Type II High Performance Reflective Sheeting, unless otherwise noted, in accordance with the Standard Specifications or any technical sheets.



The entire area of barricade road, both front and back, shall be fully reflectorized with Type II High Performance Sheeting.

The worker shall never be placed to the side traffic to proceed or extend the center of the roadway or road shoulder.

Approved signs enclosed in Type II barricades shall not lower more than 20% of the top face area or 25% of the total area of the face with.

When barricades are placed on roadway, in Type II warning warning light shall be required near each outside corner of the end barricade.

Type II J-2-11 Warning warning lights shall be maintained on site in the amount of a least eight that is a distance of 2000'.

MINIMUM REQUIRE FOR CONSTRUCTION REQUIREMENTS

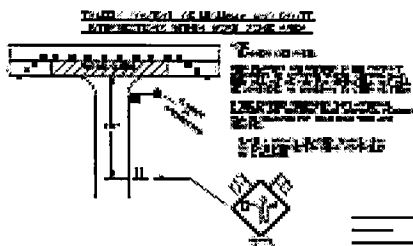
Traffic control devices shall meet the evaluation criteria in MCHM report 350 as implemented by 1994 amendments. Identifying complete highway safety features, dated July 21, 1997. Available on the Internet at:

http://www.fhwa.dot.gov/ohp/signs/signs.cfm#signs_350.cfm

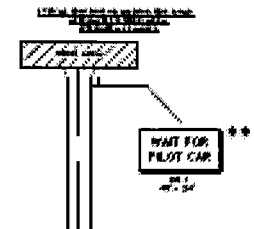
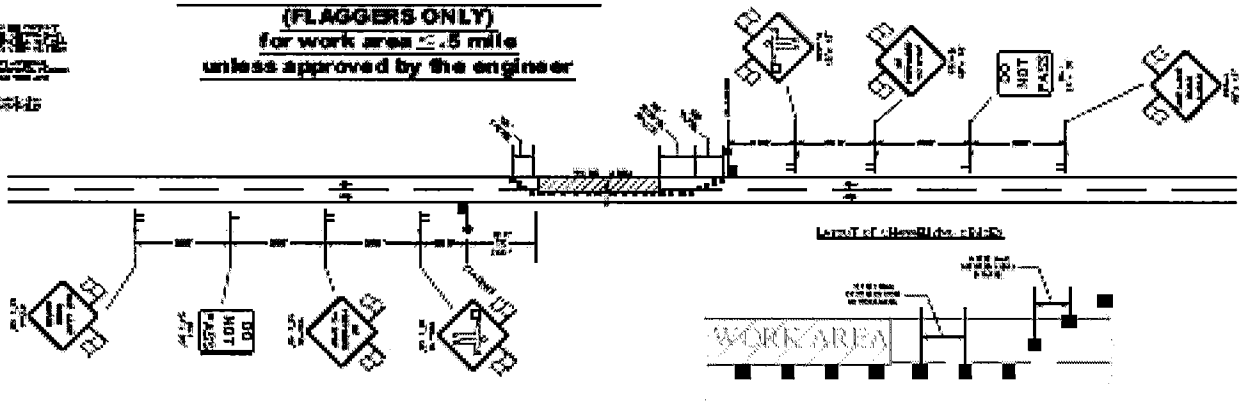
THE CONSTRUCTION SHALL:

- 1) Provide to the Engineer a copy of the manufacturer's test certificate for any category 1 (i.e. - plastic run line cones, circular markers, drums without attachments) and category 2 (i.e. - portable sign stands (with signs), type B and K barricades, and warning panels) devices used on the project are MCHM 350 compliant.
- 2) Provide to the Engineer, upon request, a copy of the entire MCHM report 350 as amended before (10-2004) the new category 2 device (i.e. - portable sign stands (with signs), type A and B barricades, and warning panels) used on the project. Must show MCHM report 350 acceptance letter (10-2004) and evidence of the amount of.

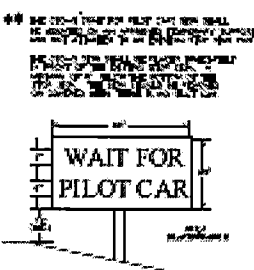
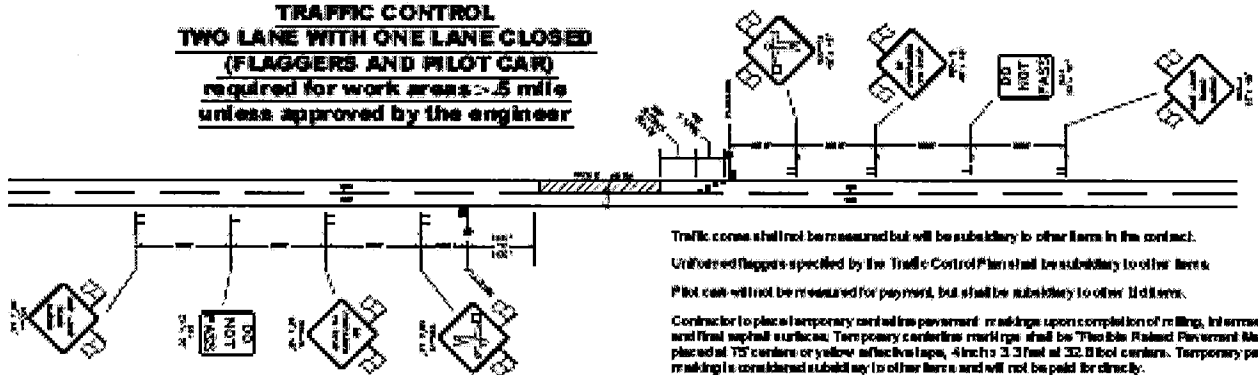
The amount of evidence to be provided shall show that the devices are MCHM 350 compliant.



**TRAFFIC CONTROL
TWO LANE WITH ONE LANE CLOSED
(FLAGGERS ONLY)
for work area $\leq .5$ mile
unless approved by the engineer**



**TRAFFIC CONTROL
TWO LANE WITH ONE LANE CLOSED
(FLAGGERS AND PILOT CAR)
required for work areas $> .5$ mile
unless approved by the engineer**



When other Traffic Control Devices are present in flagger cones shall conflict with above they shall be adjusted to supplement flagger control, covered with approved material and/or removed.

Traffic cones shall not be measured but will be subsidiary to other items in the contract.
Unauthorized flaggers specified by the Traffic Control Plan shall be subsidiary to other items.
Pilot cars will not be measured for payment, but shall be subsidiary to other bid items.
Contractor to place temporary centerline pavement markings upon completion of milling, intermediate and final surficial surfaces. Temporary centerline markings shall be "Flexible Raised Pavement Markers" placed at 75' centers or yellow reflective tape, 4 inches 3.0 feet at 32.0 foot centers. Temporary pavement markings is considered subsidiary to other items and will not be paid for directly.

- LEGEND**
- Work Area Sign
 - Flagger
 - Pilot Car
 - DASH BOUNDARY



TRAFFIC CONTROL TWO LANE WITH ONE LANE CLOSED	QUANTITY	UNIT
WAIT FOR PILOT CAR - SIGN	1	L.S.
ROAD AHEAD - SIGN		
DO NOT PASS - SIGN		
BE PREPARED TO STOP - SIGN		
ROAD CLOSED - SIGN		
PLACER		



NO.	DATE	BY	DESCRIPTION

SUMMARY OF QUANTITIES									
ITEM	MATERIAL NO.	SIZE	QUANTITY OF CONTRACTORS TO BE SUPPLIED BY USER			TYPE B QUANTITY (AS PER PLAN)	QUANTITY USED		NOTES
			BY CONTRACTOR	BY USER	BY USER		FOR A	FOR B	
FLASHING WARNING LIGHT (LOW-INTENSITY)	TYPE A	8 IN. DIA. W/IN.					18		
CONSTRUCTION BARRICADE (TYPE III)	B (III) B	8 FT. TO 8 FT.				2			
ROAD WORK AHEAD - SIGN	R25-1	48" x 48"		10					
ROAD WORK NEXT 3 MILES - SIGN	G20-1	60" x 24"		3					
END ROAD WORK - SIGN	G20-2a	36" x 18"		7					
SPEED LIMIT 45 - SIGN	R2-1	36" x 36"		6					
WORK ZONE (BLACK/WHITE) - SIGN	R4-2b	36" x 48"		6					
UNEVEN LANES - SIGN	R9-11	18" x 18"	45 SIGNS						Place note below
TRIM LINE CHANNELIZERS									AS NEEDED
TOTAL			13	13		2	18		

- * (UNEVEN LANES) signs required for project
- * TRIMLINE CHANNELIZERS required for project

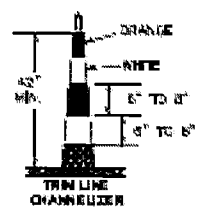
ITEM	UNIT	QUANTITY
CONSTRUCTION SIGN (8 TO 8.25 SQ. FT.)	EA/DAY	422
CONSTRUCTION SIGN (8.25 TO 16.25 SQ. FT.)	EA/DAY	1222
TYPE III BARRICADE (4 - 8 FT.)	EA/DAY	124
TYPE "A" WARNING LIGHT	EA/DAY	1216
TRIM LINE CHANNELIZERS	EA/DAY	1122

ALL EA/DAY CALCULATED AT 12 WORKING DAYS

((ADD ALTERNATE)) SUMMARY OF QUANTITIES									
ITEM	MATERIAL NO.	SIZE	QUANTITY OF CONTRACTORS TO BE SUPPLIED BY USER			TYPE B QUANTITY (AS PER PLAN)	QUANTITY USED		NOTES
			BY CONTRACTOR	BY USER	BY USER		FOR A	FOR B	
FLASHING WARNING LIGHT (LOW-INTENSITY)	TYPE A	8 IN. DIA. W/IN.					7		
CONSTRUCTION BARRICADE (TYPE III)	B (III) B	8 FT. TO 8 FT.				2			
ROAD WORK AHEAD - SIGN	R25-1	48" x 48"		7					
ROAD WORK NEXT 1 MILE - SIGN	G20-1	60" x 24"		3					
END ROAD WORK - SIGN	G20-2a	36" x 18"		2					
SPEED LIMIT 45 - SIGN	R2-1	36" x 36"		2					
WORK ZONE (BLACK/WHITE) - SIGN	R4-2b	36" x 48"		3					
REDUCED SPEED 45 MPH - SIGN (BLACK/WHITE)	R2-5	48" x 48"		2					
UNEVEN LANES - SIGN	R9-11	18" x 18"	45 SIGNS						Place note below
TRIM LINE CHANNELIZERS									AS NEEDED
TOTAL			6	3		2	7		

ADD ALTERNATE QUANTITIES WILL BE PAID AT 1.11M¹ D/W

- * (UNEVEN LANES) signs required for project
- * TRIMLINE CHANNELIZERS required for project



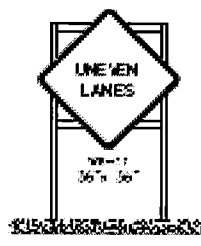
* ORANGE AND TRIM LINE CHANNELIZER SHALL BE SET FOR PROTECTION OF FULL OR CURB SIDE WITH AT LEAST TWO CHANNELS AND TWO WHITE STRIPES. OTHER STRIPES, WHEN REQUIRED, SHALL BE NON-REFLECTIVE. IF THERE ARE NON-REFLECTIVE STRIPES BETWEEN ADJACENT STRIPES, THEY SHALL BE NO MORE THAN 1/8" WIDE.

* THE WHITE STRIPES ON TRIM LINE CHANNELIZER SHALL BE THE WHITE PERFORMANCE REFLECTIVE STRIPES. AFTER INSTALLATION, USER SHALL INSURE THAT THE RANGE STRIPES ON ALL TRIM LINE CHANNELIZERS DO NOT FLUORESCENT OR OTHERWISE CAUSE DISTURBANCE.

* TRIM LINE CHANNELIZER SHALL BE USED AND DIRECTED BY THE ENGINEER.

* THE SPACING BETWEEN TRIM LINE CHANNELIZERS IN THE WORK ZONE SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO TWO TIMES THE POSTED OR PROPOSED SPEED LIMIT IN MPH.

* CHANNELIZER END PANELS AND ALONG SIDE END PANELS ON CURB SIDE SHOULD HAVE A MINIMUM 2" SET FROM THE TOP OF THE CHANNELIZER DEVICE TO THE TOP OF THE PAVEMENT.



* NOTE
UNEVEN LANE sign shall be used during operations when the height differential between adjacent lanes is greater than 1".

UNEVEN LANES signs are to be placed at each intersecting crossroad, major traffic generator and at approximately one mile intervals. The signs are to be removed when not applicable. Additional signs may be required as requested by the engineer.



NO.	DATE	BY	REVISION

Memorandum

City of Lawrence

Planning & Development Services

TO: Planning Commission

FROM: Mary Miller, Planning Staff

CC: Scott McCullough, Planning and Development Services Director
Sheila Stogsdill, Assistant Planning Director

Date: For March 26, 2012 meeting

RE: Agenda Item No. 3: TA-8-11-11, Agritourism

Attachments:

- A: Revised draft language
- B: Public communications received in February
- C: Committee discussion of text amendment and revisions

The Planning Commission considered the draft language for the Agritourism text amendment, TA-8-11-11, at their February 29, 2012 meeting and returned it to the Agritourism Committee with direction for revisions. The revisions which have been made to the draft are summarized at the end of this memo.

The committee held a special meeting on March 8th to discuss the Planning Commission's direction and develop revised language. The committee has not reach consensus on all items in the amendment; therefore, committee members were requested to provide their dissenting opinions or discussion on the amendment to be included with this agenda item so that complete information could be provided to the Commission. Comments provided by committee members are included in attachment C. The Comments provided by Linda Finger were submitted after the deadline for the February PC packet, but many of the revisions to the draft language were in response to her comments.

Summary of changes:

- 1) Removal of Section 12-319-7.01 (b) which contained an additional criteria for agritourism uses in Douglas County; that they be conducted on a working farm, ranch, or other agricultural land.
- 2) Addition of a note to the new Section 12-319-7.01(b) that camping is not included within the list of agritourism uses. This was done to clarify the uses which are permitted as Agritourism. In the absence of standards for camping within Douglas County, the addition of camping as an agritourism use at this time was not seen as appropriate.

- 3) Section 12-319-7.02 revised based on comments provided by Linda Finger to clarify that uses which are agriculturally exempt are not regulated by this provision and to add 'other uses' so the use is not restricted to only those listed.
- 4) Section 12-319-7.02 revised based on Planning Commission's direction and Natalya Lowther's February communication to allow a sliding barn door to count as a form of ingress/egress and to place a size limitation on the requirement to have 2 points of ingress/egress.
- 5) Various other wordsmithing changes throughout the document, based on Linda Finger's comments, to provide more clarity.

Agritourism

(Sections of the Zoning Regulations with proposed revisions are below. New language is shown in **bold**. Comments are in **red**. Changes made in response to the Planning Commission's February direction are shown in **bold red**. Other changes proposed by the Committee are also in **bold red**. The changes since the February draft are discussed in the March Planning Commission staff memo.)

12-303 DEFINITIONS

12-303-1.92 ANCILLARY RETAIL SALES: Sales of goods or services that differ from or enhance the principal use. Ancillary retail sales are subsidiary, supplementary, or secondary to the principal use.

12-303-1.93 FARM STAY: Overnight accommodations in a farm or ranch house for guests while they are vacationing at the farm/ranch as part of a registered Agritourism Use.

12-306 "A" AGRICULTURAL DISTRICT REGULATIONS

12-306-1 The regulations set forth in this section, or set forth elsewhere in this Resolution, when referred to in this section are the regulations in the "A" Agricultural District. The purpose of this district is to provide for a full range of agricultural activities, including **agritourism, and** the processing and sale of agricultural products raised on the premises; and at the same time, to offer protection to agricultural land from the depreciating effect of objectionable, hazardous and unsightly uses. The District is also intended for purposes of protecting watersheds and water supplies to provide for spacious development, to protect forest areas, and scenic areas, and to conserve fish and wildlife, to promote forestry, the growing of natural crops and grazing, and to prevent untimely scattering of more dense urban development. For the purpose of restricting outdoor advertising signs, the area within this district shall be considered as defined for residential purposes only.

Add the following to the list of permitted uses in the A District:

12-306-2.26 Agritourism – Subject to conditions in Section 12-319.7.

SECTION 12-319 SUPPLEMENTAL USE REGULATIONS-CONDITIONAL USES-TEMPORARY USES

12-319-7 AGRITOURISM SUPPLEMENTAL USE REGULATIONS

Agritourism is recognized as a vital tool for sustaining the family farm and represents significant economic potential for the community in general. These regulations are intended to foster and promote agritourism in keeping with the State of Kansas policy of encouraging Agritourism, while ensuring that the public health, safety, and welfare is protected.

12-319-7.01 AGRITOURISM

- a. Agritourism is the intersection of agriculture and tourism, when the public visits rural areas for recreation, education, enjoyment, entertainment, adventure or relaxation. Agritourism uses the rural experience as a tool for economic development.

~~b. In order to be considered an agritourism use under these Regulations, the activity must occur on a working farm or ranch or other agricultural land.~~

- b. Typical Agritourism uses include, but are not limited to, the following:
- Farm markets/roadside stands,
 - U-pick operations,
 - Wineries and winery tours and tastings,
 - Local products retail operations (local crafts, food products),
 - Corn mazes,
 - Farm-related interpretive facilities, exhibits, and tours,
 - Agriculturally related educational and learning experiences, including volunteer workers.
 - Agriculturally related events/fairs/festivals,
 - Farm stays,
 - Bed and breakfast establishments,
 - Recreation related operations (fishing, hunting, bird watching, hiking, etc),
 - Horseback riding,
 - Garden, nursery tours and exhibits,
 - Pumpkin patch visits and activities,
 - Weddings, receptions and other assembly type uses,
 - Ancillary retail sales, or the ancillary sale of products made by other local producers
 - Other **Uses** that may be determined on a case by case basis if it meets the purpose and intent of the regulations.
- i. **These Agritourism provisions do not apply to camping.**

12-319-7.02 REGISTRATION AND APPROVAL PROCESS OF AGRITOURISM USES

After the use has been registered with the State, a copy of the Agritourism Promotion Act Registration Form shall be provided to the Douglas County Zoning and Codes Office to register the agritourism use with the County. Agritourism uses which meets the definition set forth in these Regulations and are registered with the State and with the County may occur without any additional review under these Regulations.

- a. Agritourism uses which are **exempt from these Zoning Regulations by virtue of being agricultural uses [K.S.A.19-2960(d)]** ~~permitted by right as Agricultural Uses in the A District~~ are not required to register with the State or County; however, registration is encouraged so the agritourism use can take advantage of incentives that have been developed for agritourism uses. Uses which are **exempt from these**

Zoning Regulations by virtue of being agricultural uses ~~permitted by right~~ and do not require registration ~~are include~~:

- i. Temporary stands for seasonal sale of products raised on the premises;
 - ii. U-Pick Operations;
 - iii. Farm tours;
 - iv. Retail sale of agricultural products raised on the premises; and
 - v. Wineries and Tasting Rooms;
 - vi. **And other uses as determined by the Director of Zoning and Codes.**
- b. Agritourism uses which are not ~~permitted by right~~ as exempted from **these Zoning Regulations by virtue of being agricultural uses ~~in the A District~~**, but that meet the definition of Agritourism provided in Section 12-319-7.01, may occur in the A District without any additional review under these Regulations when registered with the State and the County; although other State and local regulations shall apply.
- c. Agritourism uses which do not meet the criteria noted in this section require approval through the Conditional Use Permit process or must be located in a Zoning District in which it is a permitted use.

12-319-7.03 STRUCTURES AND BUILDING CODES

Structures for agritourism uses which are not permitted by right as Agricultural Uses, listed in Section 20-319-7.02(a), are required to comply with Douglas County Building Codes with the following exception:

- a. An existing agricultural building used for agritourism is not considered a change of occupancy that requires a building permit if the subordinate use of agritourism:
 - i. Occupies only levels of the building with **the following ingress/egress:**
 1. Two ground-level points of ingress and egress **for structures which exceed 250 sq ft in area.**
 2. **One ingress/egress is permitted for structures with less than 250 sq ft in area.**
 3. **For the purpose of this exemption a sliding barn or shed door is considered an acceptable ingress/egress.**
 - ii. Occupancy does not exceed 50 people at any one time;
 - iii. The use does not include overnight stays or the addition of a kitchen.

Mary Miller

From: Natalya Lowther [natalyalowther@hotmail.com]
Sent: Sunday, February 26, 2012 10:53 PM
To: Mary Miller
Subject: Comments on proposed Agritourism regulation

Hi, Mary! Here are my written public comments on the Agritourism regulation:

First and foremost, I would like to express my overall positive impression of the version of the proposed regulation that will be presented to the Planning Commission on Wednesday. It has been a few months since I was able to participate in any of the committee sessions, but I can see that a great deal of work has been done to simplify and clarify the proposed regulation and the results are impressive!

The proofreader in me would like to point out two apparent typographical errors:

1. In the introductory paragraph for 12-319-7.02, "Agritourism uses which meets" should more correctly be "Agritrouism uses which meet" for grammatical correctness.
2. In 12-319-7.03, the internal reference appears to be incorrect. It looks like it should reference 12-319-7.02, not 20-319-7.02.

In 12-319-7.02, I would like to suggest that "Uses which are permitted by right and do not require registration are" should end with "include" instead of "are", since this is actually a fairly narrow range of activities compared with what is actually permitted by right in the Agricultural zoning codes at 12-306 et seq. Let's leave it up to the ingenuity of our innovative Kansas farmers to make the most of their farms' particular resources!

The list of "permitted by right" agricultural uses includes "wineries and wine tasting rooms", yet I am not able to determine from the Agricultural zoning code how a wine tasting room, specifically, is permitted by right! Many other items in the list of "Agritourism uses" at 12-319-7.01(c) seem more clearly indicated as "permitted by right" in the Agricultural zoning codes, yet are not listed here as "permitted by right". It is hard to understand why a preference is given to tasting wine over, for example, "horseback riding" when "commercial stables" are clearly permitted by right in the zoning code!

I have several concerns about 12-319-7.03.

1. I am very concerned with the wording specifying "existing structures" as the only ones exempt from building codes. This places an unfair burden on agritourism operators newly entering the sector in future years by prohibiting them from adaptive re-use of structures built after enactment of this regulation (not "existing") but built without the intent of using them for agritourism and therefore not code compliant. For example, a few years from now a reclusive hay farmer builds a barn for storing hay. He's never even heard of agritourism. Some years later, he retires and sells the farm to his children. They are gregarious types and want to operate an agritourism enterprise from the barn that was "new" after these Agritourism regulations were passed. Under this wording of the regulation, they would need to upgrade that hay barn to meet the building codes (commercial codes? what codes would apply?). Meanwhile, their neighbor down the road has a similar barn just a few years older (predating the regulation). He decides to go into competition with them using his older building, and has a significant business advantage because his hay barn is few years older. He can start his enterprise without the expense of bringing his slightly older building into compliance with the building codes. Not only does he get to start business cheaper, he can start it tomorrow without having to do any renovations. This might have a beneficial effect of improving the value of rural properties with older buildings, but doesn't really fully encourage the creative use of resources available at hand in future generations.

It also places an unfair burden on an agritourism operator who endures a significant loss--for example a storm destroying an old barn which serves partly as agricultural storage and partly as agritourism retail sales space--who then must rebuild the structure at a much greater cost than its insured value in order to meet the building codes from which the old barn

was exempt. Again, this business would have a hard time competing with the one down the road that the tornado missed, which carries on in its quaint old unimproved barn unconcerned with building codes.

2. The regulation specifies two egress/ingress points without consideration for the size of the building or its intended use, for any except a very narrow range of activities that don't include actual farming activities. For an agritourism business based on hands-on "farm adventures" or "agri-education", this is very limiting. Instead of referencing the abbreviated list of agritourism activities in 12-319-7.02, the actual Agricultural zoning codes should be referenced.

As written, I would need to rebuild small chicken houses, small tool sheds, sheep sheds, etc. to include an unneeded second door in order to allow one or two agritourists at a time to use these small, unique buildings as temporary writing or art studios for a "farm art" workshop, or as spiritual retreat spaces during a farming retreat...or if a youth group had a farm-based educational "scavenger hunt" as part of their farm visit.

Many existing small farm sheds are not designed to allow the addition of a second door...for example, my prefabricated corrugated steel tool shed. Many ready-made small agricultural buildings are not designed with two doors. Likewise, in the case of an open shed, there might be only one egress/ingress but it might be the entire side of the building, or half the side of the building.

Perhaps this could be amended to exclude buildings under a certain square footage (120 sq. ft. is the maximum size allowed for a garden shed within the City of Lawrence? Or maybe the size of a standard garage is something that would not require more than one egress?).

3. The occupancy limit might also be a way of dealing with buildings that don't allow a second egress. For example, a building with only one standard pedestrian door might be acceptable for up to 10 people; one with a wide door (6 feet or wider) or half-open front might permit up to 20 people; while any number of people greater than 20 would require two doors. The number and size of rooms used might be another consideration. A table could easily organize this information.

While I hope these comments will be duly considered in the final version of the Agritourism regulations, I want to close by affirming the work of the committee and the regulatory language they have produced. This is a concise section that will open up the way for many wonderful and diverse Agritourism opportunities in Douglas County and support economic growth, as well as preserving family farms. I'm very excited about this new regulation!

Blessings,

Natalya Lowther
Pinwheel Farm
1480 N. 1700 Rd.
P.O. Box 1561
Lawrence, KS 66044
785-979-6786
natalyalowther@hotmail.com
www.pinwheelfarm.org

League of Women Voters of Lawrence-Douglas County
P.O. Box 1072, Lawrence, Kansas 66044

RECEIVED

MAR 26 2012

City County Planning Office
Lawrence, Kansas

March 25, 2012

Mr. Richard Hird, Chairman
Members
Lawrence-Douglas County Metropolitan Planning Commission
City Hall
Lawrence, Kansas 66044

RE: ITEM NO. 3; TEXT AMENDMENT TO THE DOUGLAS COUNTY ZONING REGULATIONS; AGRITOURISM

Dear Chairman Hird and Planning Commissioners:

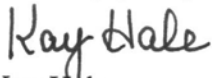
This letter suggests that the prospective proprietor of an Agritourism use be required to first consult with the Douglas County Zoning and Codes authority.

We have no objection to adding Agritourism to the Douglas County Zoning Regulations. Our problem with these regulations is the wording. We find it difficult to determine which Agritourism uses would be permitted as agricultural uses with no required registration and, on the other hand, those which would require registration both with the County Zoning and Codes department and the State of Kansas.

We suggest that one of the requirements of this use in general be that the property owner of the proposed use consult with the Douglas County Zoning and Codes authority: i.e., whoever is the official in charge of administering these regulations for instruction on how to proceed.

We hope that this is an acceptable suggestion.

Sincerely yours,



Kay Hale
President



Alan Black, Chairman
Land Use Committee

Agritourism Committee Discussion on Text Amendment Language

1. Comments provided by Linda Finger include a discussion on the staff report and draft language in pdf format. If you hover the mouse over the highlighted area the comment will appear. She also provided other information regarding various counties in Kansas.
2. Comments provided by Mary Miller regarding Section 12-310-7.01(b).

PLANNING COMMISSION REPORT
Regular Agenda -- Public Hearing Item

PC Staff Report
2/29/12

**ITEM NO. 10 TEXT AMENDMENT TO THE DOUGLAS COUNTY ZONING REGULATIONS;
AGRITOURISM (MKM)**

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. *Initiated by Planning Commission on 7/27/11.*

RECOMMENDATION:

Staff recommends approval of the amendments to Articles 12-303, 12-306, and 12-319 of the Zoning Regulations for the unincorporated Territory of Douglas County, Kansas to establish 'Agritourism' as a use in the A District based on the analysis provided in the Staff Report.

Reason for Request: The Lawrence Douglas County Metropolitan Planning Commission initiated the text amendment to facilitate agritourism activities in Douglas County.

RELEVANT FACTOR:

- Conformance with the Comprehensive Plan.

PUBLIC COMMENT

- No public comment was received prior to the printing of this staff report.

ATTACHMENTS

- Attachment A: Agritourism Committee June Report and Recommendation
- Attachment B: Planning Commission minutes, June and July 2011
- Attachment C: Kansas Agritourism Promotion Act and Application
- Attachment D: Proposed Amendment, TA-8-11-11, *Agritourism*

The Agritourism Committee of the Lawrence Douglas County Metropolitan Planning Commission was formed in January of 2010 to study agritourism and make recommendations to the Planning Commission regarding options which could be undertaken to promote and facilitate agritourism activities as well as possible revisions to the Zoning Regulations which would ensure the public health, safety, and welfare is protected while agritourism is facilitated.

The Planning Commission received the Agritourism Committee's report and recommendations in June of 2011, Attachment A, and voted unanimously at their July meeting to initiate a text amendment creating *agritourism* as a permitted use in the A District and establishing standards.

The Committee met with various stakeholders and groups to determine the most effective means of promoting and facilitating agritourism activities while insuring the public health and safety are protected. Attachment C with this memo contains the State Agritourism Promotion Act which the Committee used as a guide. This attachment also contains a list of agritourism uses in NE Kansas and a map showing the location of agritourism uses in Douglas County.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

Horizon 2020 discusses the need for the protection of agricultural lands and incentives to retain agricultural land in production. Agritourism is an economic tool which allows farmers to make an additional income from their farmland, thereby maintaining its viability and keeping it in production.

CRITERIA FOR REVIEW AND DECISION-MAKING

Section 20-1302(f) provides review and decision-making criteria on proposed text amendments. It states that review bodies shall consider at least the following factors:

1) Whether the proposed text amendment corrects an error or inconsistency in the Development Code or meets the challenge of a changing condition; and

Agritourism represents a significant revenue source for many farmers across the nation, as shown in the table below from the K-State report “Agritourism: If We Build it Will They Come?” written by Dan Bernardo, Luc Valentin, and John Leatherman. Kansas is located in the Prairie Gateway Region.

Table 1. Total Annual and Average Income (Gross Receipts) Generated by On-Farm Recreation, By Region

Region	Annual Total Income	Average Income/Farm	% of Farms w/Recreation Income	Avg. Income for Farms w/ Recreation
Heartland	\$38,500,000	\$90	7%	\$1,286
Northern Crescent	\$298,000,000	\$963	2%	\$48,150
Northern Plains	\$14,000,000	\$138	5%	\$2,760
Prairie Gateway	\$79,000,000	\$267	4%	\$6,675
Eastern Uplands	\$5,000,000	\$14	1%	\$1,400
Southern Seaboard	\$37,800,000	\$161	3%	\$5,366
Fruitful Rim	\$278,600,000	\$1,127	3%	\$37,566
Basin & Range	\$36,700,000	\$437	6%	\$7,283
Mississippi Portal	\$8,000,000	\$69	1%	\$6,900
TOTAL	\$796,000,000	\$368	2%	\$9,200

As this table shows, agritourism is a mean of economic opportunity for farmers and ranchers, allowing them to maintain the rural/agricultural lifestyle, and increasing the long-term sustainability of family farms.

The text amendment addresses a changing situation: the need for increased economic opportunities for farms to allow them to remain viable.

2) Whether the proposed text amendment is consistent with the Comprehensive Plan and the stated purpose of this Development Code (Sec. 20-104).

The Comprehensive plan provides the following recommendations regarding the preservation of agricultural land uses and promotion of agritourism:

Chapter 5, Residential, “Agricultural uses should continue to be the predominant land use within the areas of the county beyond the designated urban growth/service areas (rural area). Uses permitted in the rural area should continue to be limited to those which are compatible with agricultural production and uses. Uses which allow farmers to sell directly to the consumer, such as seasonal farm stands and pick-your-own farm operations, provide flexibility and incentives to retain agricultural land in production. Residential development should be limited in these areas so that new development does not unnecessarily remove productive land from agricultural use.” (page 5-6)

Chapter 5, Residential, Policy 2.1(a) “Continue to support and recognize the importance of preserving the agricultural use of land in unincorporated areas of Douglas County. (page 5-14)

Chapter 16, Environment, Policy 2.7(d) “Encourage and develop policies that support agri- and eco-tourism, as well as a sustainable local/regional food system. (page 16-15)

The amendment will facilitate and foster agritourism as a tool for preserving the family farm which is in conformance with the policies in *Horizon 2020*.

OVERVIEW OF PROPOSED AMENDMENT

The following changes are being proposed to the Zoning Regulations:

Section 12-303 has been revised to include definitions of the following terms being used with Agritourism uses: 'Farm Stay' and 'Ancillary Retail Sales'.

Section 12-306 has been revised to add 'Agritourism' to the list of uses permitted in the A District.

Section 12-319 has been revised to include a new subsection, (7), with the regulations that apply to agritourism.

This section identifies the purpose of the Agritourism regulations, which is to foster and promote agritourism while ensuring that the public health, safety, and welfare is protected.

A critical component of this amendment is a clear definition of 'Agritourism'. This section provides a definition that is based on the State's definition in the Agritourism Promotion Act. An agritourism use does not have to be agricultural in nature but must occur on a working farm, ranch, or other agricultural land. The state's definition does not require agritourism uses to occur on a working farm, ranch, or other agricultural land (land in agricultural production) but this was added to our definition as a means to achieve one of the primary goals of agritourism, the preservation of family farms.

This section notes the agritourism uses which are permitted by right and those which require registration. Uses which are considered 'agricultural' uses include temporary farm stands, the sale of products raised on the farm, U-pick operations, farm tours, and winery tasting rooms. These uses are specifically listed in the draft language and do not require registration. These uses are permitted today as agriculturally exempt uses and no change is being proposed to these uses with this amendment. Agritourism uses which are not agriculturally exempt uses must register with the Douglas County Zoning and Codes Office. Agritourism uses, as defined in the Zoning Regulations, which are registered with the County require no further review under the Zoning Regulations; however other state and local regulations will apply.

One of the issues that were raised as obstacles to agritourism was the cost of bringing an existing agricultural building into compliance with the Douglas County Building Codes. An exemption was created from the building code requirement to allow agritourism uses in existing agricultural buildings to occur without requiring compliance with the building code. All other structures must comply with Code. An example of this would be a Christmas Tree Farm which sells Christmas Trees and decides to also sell hot cider and snacks and ornaments or other accessory items in the barn with the Christmas Trees. The addition of 'retail sales' would require the barn (or that portion of the barn if the area being used for sales is separated from the remainder of the barn) to be brought into compliance with Building Codes. The intent of this language is to provide some flexibility for smaller operations.

The exception proposed is for an existing agricultural building used for the subordinate use of agritourism if the following criteria are met:

- 1) The activity must occur on a floor with 2 ground-level points of ingress/egress;
- 2) Occupancy is limited to 50 people at any one time; and
- 3) The use does not involve overnight stays or the addition of a kitchen.

Any other structures used for agritourism uses must comply with Building Codes.

Staff Recommendation

Staff recommends approval of proposed revisions to Articles 12-303, 12-306, and 12-319 of the Zoning Regulations for the unincorporated Territory of Douglas County, Kansas to establish 'Agritourism' as a use in the A District.

Agritourism

(Sections of the Zoning Regulations with proposed revisions are below. New language is shown in **bold**. Comments are in red.)

12-303 DEFINITIONS

12-303-1.92 ANCILLARY RETAIL SALES: Sales of goods or services that differ from or enhance the principal use. Ancillary retail sales are subsidiary, supplementary, or secondary to the principal use.

12-303-1.93 FARM STAY: Overnight accommodations in a farm or ranch house for guests while they are vacationing at the farm/ranch as part of a registered Agritourism Use.

12-306 "A" AGRICULTURAL DISTRICT REGULATIONS

12-306-1 The regulations set forth in this section, or set forth elsewhere in this Resolution, when referred to in this section are the regulations in the "A" Agricultural District. The purpose of this district is to provide for a full range of agricultural activities, including **agritourism**, and the processing and sale of agricultural products raised on the premises; and at the same time, to offer protection to agricultural land from the depreciating effect of objectionable, hazardous and unsightly uses. The District is also intended for purposes of protecting watersheds and water supplies to provide for spacious development, to protect forest areas, and scenic areas, and to conserve fish and wildlife, to promote forestry, the growing of natural crops and grazing, and to prevent untimely scattering of more dense urban development. For the purpose of restricting outdoor advertising signs, the area within this district shall be considered as defined for residential purposes only.

Add the following to the list of permitted uses in the A District:

12-306-2.26 Agritourism – Subject to conditions in Section 12-319.7.

SECTION 12-319 SUPPLEMENTAL USE REGULATIONS-CONDITIONAL USES-TEMPORARY USES

12-319-7 AGRITOURISM SUPPLEMENTAL USE REGULATIONS

Agritourism is recognized as a vital tool for sustaining the family farm and represents significant economic potential for the community in general. These regulations are intended to foster and promote agritourism in keeping with the State of Kansas policy of encouraging Agritourism, while ensuring that the public health, safety, and welfare is protected.

12-319-7.01 AGRITOURISM

- a. **Agritourism is the intersection of agriculture and tourism, when the public visits rural areas for recreation, education, enjoyment, entertainment, adventure or relaxation. Agritourism uses the rural experience as a tool for economic development.**

- b. In order to be considered an agritourism use under these Regulations, the activity must occur on a working farm or ranch **or other agricultural land.**
- c. Typical Agritourism uses include, but are not limited to, the following:
- Farm markets/roadside stands,
 - U-pick operations,
 - Wineries and winery tours and tastings,
 - **Local products retail operations (local crafts, food products),**
 - Corn mazes,
 - Farm-related interpretive facilities, exhibits, and tours,
 - Agriculturally related educational and learning experiences, including volunteer workers.
 - Agriculturally related events/fairs/festivals,
 - Farm stays,
 - Bed and breakfast establishments,
 - Recreation related operations (fishing, hunting, bird watching, hiking, etc),
 - Horseback riding,
 - Garden, nursery tours and exhibits,
 - Pumpkin patch visits and activities,
 - Weddings, receptions and other assembly type uses,
 - Ancillary retail sales, or the ancillary sale of products made by **other local producers**
 - **Others that may be determined on a case by case basis if it meets the purpose and intent of the regulations.**

12-319-7.02 REGISTRATION AND APPROVAL PROCESS OF AGRITOURISM USES

After the use has been registered with the State, a copy of the Agritourism Promotion Act Registration Form shall be provided to the Douglas County Zoning and Codes Office to **register** the agritourism use with the County. Agritourism uses which meets the definition set forth in these Regulations and are registered with the State and with the County may occur without any additional review under these Regulations.

- a. Agritourism uses which are permitted by right as Agricultural Uses in the A District are not required to register with the State or County; however, registration is encouraged so the agritourism use can take advantage of incentives that have been developed for agritourism uses. Uses which are permitted by right and do not require registration are:
- i. Temporary stands for seasonal sale of products raised on the premises;
 - ii. U-Pick Operations;
 - iii. Farm tours;
 - iv. Retail sale of agricultural products raised on the premises; and
 - v. Wineries and Tasting Rooms.

- b. **Agritourism uses which are not permitted by right as Agricultural Uses in the A District, but that meet the definition of Agritourism provided in Section 12-319-7.01, may occur in the A District without any additional review under these Regulations when registered with the State and the County; although other State and local regulations shall apply.**
- c. Agritourism uses which do not meet the criteria noted in this section require approval through the Conditional Use Permit process or must be located in a Zoning District in which it is a permitted use.

12-319-7.03 STRUCTURES AND BUILDING CODES

Structures for agritourism uses which are not permitted by right as Agricultural Uses, listed in Section 20-319-7.02(a), are required to comply with Douglas County Building Codes with the following exception:

- a. An existing agricultural building used for agritourism is not considered a change of occupancy that requires a building permit if the subordinate use of agritourism:
 - i. Occupies only levels of the building with two ground-level points of ingress and egress;
 - ii. Occupancy does not exceed 50 people at any one time;
 - iii. The use does not include overnight stays or the addition of a kitchen.

Kansas Counties: Planning & Zoning Status – September 2010

COUNTY NAME (COUNTY SEAT)	COUNTYWIDE ZONING	PARTIAL COUNTY ZONING	CITY ETJ ONLY	NO KNOWN ZONING IN COUNTY
Allen (Iola)	Yes			
Anderson (Garnett)	Yes			
Atchison (Atchison)				√
Barber (Medicine Lodge)				√
Barton (Great Bend)	Yes			
Bourbon (Fort Scott)			√	
Brown (Hiawatha)			√	
Butler (El Dorado)	Yes			
Chase (Cottonwood Falls)				√
Chautauqua (Sedan)				√
Cherokee (Columbus)				√
Cheyenne (St Francis)				√
Clark (Ashland)				√
Clay (Clay Center)	Yes			
Cloud (Concordia)			√	
Coffey (Burlington)	Yes			
Comanche (Coldwater)				√
Cowley (Winfield)		Yes		
Crawford (Girard)		Yes		
Decatur (Oberlin)			√	
Dickinson (Abilene)	Yes			
Doniphan (Troy)	Yes			
Douglas (Lawrence)*	Yes			
Edwards (Kinsley)	Yes			
Elk (Howard)				√
Ellis (Hays)	Yes			
Ellsworth (Ellsworth)			√	
Finney (Garden City)	Yes			
Ford (Dodge City)	Yes			
Franklin (Ottawa)*	Yes			
Geary (Junction City)*	Yes			

COUNTY NAME (COUNTY SEAT)	COUNTYWIDE ZONING	PARTIAL COUNTY ZONING	CITY ETJ ONLY	NO KNOWN ZONING IN COUNTY
Gove (Gove)			√	
Graham (Hill City)				√
Grant (Ulysses)				√
Gray (Cimarron)	Yes			
Greeley (Tribune)				√
Greenwood (Eureka)	Yes			
Hamilton (Syracuse)				√
Harper (Anthony)	Yes			
Harvey (Newton)	Yes			
Haskell (Sublette)				√
Hodgeman (Jetmore)	Yes			
Jackson (Holton)	Yes			
Jefferson (Oskaloosa)	Yes			
Jewell (Mankato)			√	
Johnson (Olathe)*	Yes			
Kearny (Lakin)	Yes			
Kingman (Kingman)	Yes			
Kiowa (Greensburg)				√
Labette (Oswego)			√	
Lane (Dighton)			√	
Leavenworth (Lansing)	Yes			
Lincoln (Lincoln)			√	
Linn (Mound City)	Yes			
Logan (Oakley)			√	
Lyon (Emporia)	Yes			
Marion (Marion)	Yes			
Marshall (Marysville)			√	
McPherson (McPherson)	Yes			
Meade (Meade)				√
Miami (Paola)*	Yes			
Mitchell (Beloit)			√	
Montgomery (Independence)		Yes		
Morris (Council Grove)				√
Morton (Elkhart)			√	

COUNTY NAME (COUNTY SEAT)	COUNTYWIDE ZONING	PARTIAL COUNTY ZONING	CITY ETJ ONLY	NO KNOWN ZONING IN COUNTY
Nemaha (Seneca)			√	
Neosho (Erie)	Yes			
Ness (Ness City)				√
Norton (Norton)				√
Osage (Lyndon)	Yes			
Osborne (Osborne)				√
Ottawa (Minneapolis)			√	
Pawnee (Larned)	Yes			
Phillips (Phillipsburg)				√
Pottawatomie (Westmoreland)	Yes			
Pratt (Pratt)			√	
Rawlins (Atwood)				√
Reno (South Hutchinson)		Yes		
Republic (Belleville)			√	
Rice (Lyons)	Yes			
Riley (Grandview Plaza)	Yes			
Rooks (Stockton)				√
Rush (LaCrosse)	Yes			
Russell (Russell)	Yes			
Saline (Salina)	Yes			
Scott (Scott City)				√
Sedgwick (Derby)*	Yes			
Seward (Liberal)	Yes			
Shawnee (Topeka)*	Yes			
Sheridan (Hoxie)			√	
Sherman (Goodland)			√	
Smith (Smith Center)				√
Stafford (St John)	Yes			
Stanton (Johnson City)				√
Stevens (Hugoton)	Yes			
Sumner (Wellington)*	Yes			
Thomas (Colby)			√	
Trego (Wakeeney)			√	
Wabaunsee (Alma)	Yes			

COUNTY NAME (COUNTY SEAT)	COUNTYWIDE ZONING	PARTIAL COUNTY ZONING	CITY ETJ ONLY	NO KNOWN ZONING IN COUNTY
Wallace (Sharon Springs)				√
Washington (Washington)				√
Wichita (Leoti)				√
Wilson (Fredonia)	Yes			
Woodson (Yates Center)	Yes			
Wyandotte (Kansas City)*	Yes			

Sub-categories:

- 29 Counties that are unzoned
- 50 Counties that have countywide zoning
- 26 Counties that have cities with zoning or ETZ

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* indicate counties that have adopted some type of building codes; although they may not be county-wide.

Discussion on Section **12-319-7.01 (b)**, removed,

"In order to be considered an agritourism use under these Regulations, the activity must occur on a working farm or ranch or other agricultural land."

- 1) Purpose of the criteria:** Many land uses are permitted in the A District other than 'agriculture'. Churches, schools, country clubs, and rural residences on as little as 3 acres are permitted. If the purpose of agritourism is to preserve agricultural land and we are developing incentives to make it easier for the family farmer to get into the agritourism business, why would we apply these incentives to non-agricultural land uses? Non-agricultural land uses could still participate in these activities but would need a CUP or appropriate zoning, depending on the proposed use.

This criteria differentiates *agritourism* from rural or other forms of tourism.

- 2) The terms 'working farm, ranch or other agricultural land':** The committee discussed using the term 'working farm or ranch' at one of our earlier meetings, but realized there would be disagreement on what does 'working' mean and what is meant by a 'farm or ranch'. The purpose of 'other agricultural land' is to include ag land that may not meet the definition of a working farm or ranch but to distinguish it from other non-ag uses in the County. (residential, for instance) The County has a standard which they use to determine if land is agricultural when determining if a property is exempt from the zoning regulations. I believe the standard is a minimum area of 40 acres or an ag income, listed on the appropriate income tax form, of \$1000 a year. Perhaps the use of the term 'working farm or ranch or other agricultural land' would be more appropriate if a definition, for the purpose of agritourism, was provided.
- 3) Planning Commission directed us to remove this additional criteria but to set other conditions so we could determine if an agritourism use met our definition.** The definition we are proposing is basically the same as the State's with the exclusion of 'camping' and that the use must occur in the A District.

**ITEM NO. 3 TEXT AMENDMENT TO THE DOUGLAS COUNTY ZONING REGULATIONS;
AGRITOURISM (MKM)**

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. *Deferred by Planning Commission on 2/29/12.*

STAFF PRESENTATION

Ms. Mary Miller presented the item.

PUBLIC HEARING

Ms. Natalya Lowther, Pinwheel Farms, did not feel it should be the job of the Douglas County Zoning & Codes Administrator to decide what is and isn't an agricultural activity in situations where agritourism is involved. She felt it added to the duties of one already very busy individual in an area that was not their main field of work and training. She said putting one individual in charge of making that decision was a violation of Kansas State Statute.

Ms. Marci Francisco, League of Women Voters, said the intention of the committee in recommending the language was not to have one person make the determination. The language recommended talks about contacting the Zoning & Codes office. She said their concern was that it was confusing and they didn't want someone to assume they had an agricultural use and then be told they should have started the process through the County. The League felt this was a fuzzy area for determination between what was an agricultural use and what was not.

COMMISSION DISCUSSION

Commissioner Belt asked if there was sufficient guidance from the committee for the definition of agritourism.

Commissioner Hird put two definitions of agritourism on the overhead. One was the definition from the State Statute and the other was the definition they settled on for the Text Amendment language. He said the State Statute defines agritourism activity in a very general way, which was intentional to encourage it. He felt the State Statute and Text Amendment language were enough to indicate to someone what was and was not agritourism. He stated saving the family farm was one of the goals of agritourism but another component was the economic development component. He stated it was not purely for farms in the traditional sense, but it was also to stimulate economic activity based upon a rural experience.

Commissioner Belt said he liked the definition to provide as many opportunities as possible. He expressed concern about when the decision maker position changes their perspective might be different.

Mr. McCullough said the Zoning Official was charged through the Codes of the County with making those decisions. He said determinations were made by looking at case law, State Statutes, local Codes, and there was always an appeal process as well.

Commissioner Blaser said the committee tried to keep the definition simple. He felt simple was better. He hoped they could approve this and send it on and tweak later if needed.

Commissioner Liese asked Ms. Francisco if the League of Women Voters was satisfied.

Ms. Francisco said she could not represent the committee because they did not see the language staff was suggesting. She said this was a general definition and would be confusing for an individual to make that determination. She said the language presented by staff seemed appropriate based on the comments made by the League of Women Voters.

Commissioner Finkeldei said he would support the changes. He said if they adopt it tonight they were saying they want to encourage agritourism. He felt it sent the right message to County Commission. He said if the County Commission wants to regulate it more than the State they will send it back.

ACTION TAKEN

Motioned by Commissioner Hird, seconded by Commissioner Blaser, to approve the Text Amendment, TA-8-11-11, 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, as outlined in the staff report with the additional language staff drafted to accommodate the concern of the League of Women Voters.

Commissioner Blaser asked if everyone would need to check with the County Zoning & Codes office before deciding to do agritourism.

Commissioner Hird said he thought it was reasonable step and could prevent problems.

Commissioner Blaser said it was still an interpretation.

Commissioner Hird said when the committee first drafted language it looked more like typical zoning regulations than something to promote an activity, so they backed off and started over.

Ms. Miller said the language was only a recommendation that they 'should check' not that they need to. She said if they are agriculturally exempt they do not have to look at the zoning regulations.

Mr. McCullough said it was a way for a person not to invest in something that wasn't agritourism. He said it was better to get that determination upfront.

Commissioner Blaser inquired about the appeal process.

Mr. McCullough said if someone gets a determination of one category or another that could be appealed to the Board of Zoning Appeals. He said they could find out upfront if they are Code compliant moving forward.

Unanimously approved 8-0.

Memorandum

To: Douglas County Board of Commissioners

CC: Craig Weinaug, Douglas County Administrator

From: Caitlin Stene, Douglas County Management Intern

Date: April 20th, 2012

Subject: Towing in Douglas County

The purpose of this memo is to present two possible solutions that have been identified to help solve the current issues being experienced by citizens who have used the non-preference towing list. Direction is needed from the governing body as to which option they would like to see Douglas County pursue further and implement.

Option One: Create and implement a tow company-pricing list to be given to individuals in need of tow services.

It does not appear that this option would violate federal law because Douglas County would not be regulating prices – Douglas County would be providing pricing information and the motorist would choose a tow operator based upon that information.

In this option Douglas County would ask tow operators to provide a copy of its standard pricing to be placed on a list that would be distributed to individuals needing towing services. The list would be distributed by law enforcement officers. The motorists would be responsible to determine which tow operator to request. Requirements would be created for tow companies to be placed on the pricing list. These requirements could include: agreement of the tow company to abide by its submitted pricing, insurance requirements, a secured storage facility, 24-hour towing services, etc.

There are some complicating factors for this option. We have one dispatcher serving all law enforcement agencies in Douglas County and all agencies may not agree to the same requirements for tow operators to be placed on the pricing list or all tow companies may not be willing to provide the same pricing in all locations of the county. Thus, the implementation of this option could certainly become more complicated than it appears it should. If all agencies agreed on the same requirements, dispatch could keep the list and all law enforcement officers could provide the information to all motorists, regardless of the jurisdiction. If all agencies do not agree on the same requirements, each agency could keep their own lists and law enforcement officers for one agency could have a list that is different than that of law enforcement officers of another agency. Example: If a Sheriff Deputy needs a tow, he/she hands out information of approved tow operators on the Sheriff's approved list. If a police officer needs a tow, he/she hands out information on the approved tow operator's on the police department's approved list.

Option Two: Adopt Regulations that make almost all tows non-consensual/police tows.

If certain conditions are satisfied, the motor vehicle is towed without the motorist's consent and without asking the motorist if he/she has a preference. It does not appear that this option would violate federal law because federal law prohibits local governments from regulating prices in consensual and non-preference tows, but not tows performed without the prior consent or authorization of the owner or operator of the motor vehicle.

In this option Douglas County would adopt regulations that would make almost all tows non-consensual/police tows. Tow operators could get on a rotational non-consensual/policy tow list for Douglas County initiated tows if it enters into a contract with Douglas County agreeing to abide by certain requirements. In addition to possible requirements identified above in Option One (i.e. insurance requirements, a secured storage facility, 24-hour towing services, etc.), these contracts could include pricing and fee requirements. It does not appear that this pricing requirement would violate federal law

The single dispatch serving multiple jurisdictions creates complications for this option as well. If a jurisdiction wanted to opt out of the current non-consensual tow arrangement currently in place, the jurisdiction could pass separate regulations that have a diversity of requirements and enter into its own contracts with non-consensual towing operators. Thus, it is quite possible that the Douglas County Dispatch could have a different rotational non-consensual tow list for each jurisdiction. In the alternative to Douglas County Dispatch keeping multiple lists, each law enforcement agency could keep its own rotational list and either advise Douglas County Dispatch which towing operator to dispatch or contact the towing operator directly.

In addition to the issues identified above, a number of additional details and issues will likely arise but it appears appropriate to bring the issue to the governing body and seek input at this time.

I will be presenting this information at the April 25th, 2012 County Commission meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly.