

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, NOVEMBER 7, 2012

4:00 p.m.

-Consider a proclamation declaring November 14, 2012 as "Geographic Information Systems Awareness Day" (Bryce Hirschman)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of a Notice to Township Board for a Cereal Malt Beverage license for Clinton Marina (Clerk's Office);
- (c) Consider approval of a Notice to Township Board for a Cereal Malt Beverage license for Clinton Submarina (Clerk's Office)
- (d) Consider approval of a Notice to Township Board for a Cereal Malt Beverage license for Flamingo Enterprises (Clerk's Office)
- (e) Consider approval of a Class "B" Club Cereal Malt Beverage license for The Bird of Lawrence (Clerk's Office);
- (f) Consider approval of a Class "B" Club Cereal Malt Beverage license for Little Reno, Inc DBA Paradise Saloon (Clerk's Office);
- (g) Consider approval of a Cooperation Agreement between the City/Douglas County and the Douglas County Senior Services, Inc. (Sarah Plinsky); and
- (h) Consider recommendation for Orthophotography and LiDAR (Jackie Waggoner/Bryce Hirschman);
- (i) Consider approval of resolution establishing a 45 MPH speed limit on portion of Route 6 near Clinton (Keith Browning)

REGULAR AGENDA

- (2) Consider revised Project Agreement for Corridor Management funding US-56 reconstruction from Bullpup Drive west through E 1600 Road intersection Project No. 56-23 KA-2294-01 (Keith Browning)
- (3) Consider Utility Relocation Agreement for US-56 improvements from Bullpup Drive west through E 1600 Road intersection near Baldwin City; Project No. 56-23 KA-2294-01 (Keith Browning)-Backup to follow when received from KDOT
- (4) Work Session to discuss Capital Improvement Program (Keith Browning/Sarah Plinsky Terese Gorman)
- (5) Executive Session for preliminary discussions relating to the acquisition of real property and/or easements. The justification is to prevent cost escalations and to detriment of the Douglas County and its taxpayers.
- (6) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeals 11/2012 (New Appointee)**
 - Bicycle Advisory Committee 12/2012 (eligible for reappointment)**
 - Douglas County Fair Board-Lecompton, Kanwaka and Willow Springs,**
 - Food Policy Council 12/2012**
 - Lawrence/Douglas County Advocacy Council on Aging 10/2012 (replacement)**
 - (c) Public Comment
 - (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, NOVEMBER 14, 2012- Cancelled

THURSDAY, NOVEMBER 15, 2012

9:00 a.m. – Election Canvass (Two or more Commission will be in attendance.)

WEDNESDAY, NOVEMBER 21, 2012- Cancelled

WEDNESDAY, NOVEMBER 28, 2012

4:00 p.m.

-Consider approval of contract extension for Douglas County Cultural and Historic Resources Survey (Jackie Waggoner/Jeanette Blackmar)

-Consider approval of “Douglas County Kansas Heritage Conservation Plan” to be submitted to the Kansas State Historical Society for designation of Douglas County as a Certified Local Government (John Bradley)

6:35 p.m.

-Consider approval of Temporary Set Aside Agreement for property being platted as Sadies Lake Addition (PF-1-1-12). Sadies Lake LC is property owner of record. Mary Miller is the Planner.

-CUP-12-00154: Consider a Conditional Use Permit for Kanwaka Corner Self Storage, on approximately 3 acres located at the SE corner of U.S. Hwy 40 & Douglas Co Road 442/N 1600 Road. Submitted by Landplan Engineering, for Ryan Sparke, property owner of record.(Mary Miller will present the item.)

CUP-12-00099: Consider a Conditional Use Permit for sand excavation and extraction for Penny Sand Pit, approximately 434 acres located on the NE Corner of N 1500 Road & E 1850 Road. Submitted by Landplan Engineering, for William Penny & Van LLC, property owners of record. (Mary Miller will present the item.)

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:** Geography has played a defining role in the settlement, history and cultural heritage of the State of Kansas; and
- WHEREAS:** The management, use and exchange of geographic information are essential for effective decision making by local, state and federal governments; and
- WHEREAS:** All levels of Kansas government are constantly striving to perform more efficiently with fewer resources; and
- WHEREAS:** Accurate mapping and timely sharing of information greatly enhances government's ability to provide services to citizens; and
- WHEREAS:** Geographic Information Systems have the potential to eliminate redundant collection and analysis of data, thereby saving tax dollars; and
- WHEREAS:** Significant progress has been made by Douglas County GIS staff toward coordinating and improving the use of GIS in Douglas County; and
- WHEREAS:** Continued coordination and improvement in the use of Geographic Information Systems by departments within Douglas County is necessary:

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, hereby proclaims, November 14, 2012 as

GEOGRAPHIC INFORMATION SYSTEMS AWARENESS DAY

in Douglas County, Kansas and urges all citizens to recognize the contribution of Geographic Information Systems in saving tax dollars, the initiatives of the Kansas Geographic Information Systems Policy Board, and the activities of Douglas County GIS staff in coordinating the further development of GIS technologies in local government.

ADOPTED this 7th day of November, 2012.

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Clinton Marina** to sell Cereal Malt Beverages at retail for consumption off the premises: **1329 E 800 Road**.

The Township Board may within (10) days file an advisory recommendation as to the granting of such a license and such advisory recommendation shall be considered by the Board of County Commissioners before such license is issued KSA 41-2702.

Done by the Board of County Commissioners this **28th day of November, 2012**.

CHAIRMAN

COUNTY CLERK

(SEAL)

The board of county commissions in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of the application.

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Clinton Submarina** to sell Cereal Malt Beverages at retail for consumption on the premises: **1329 E 800 Road**.

The Township Board may within (10) days file an advisory recommendation as to the granting of such a license and such advisory recommendation shall be considered by the Board of County Commissioners before such license is issued KSA 41-2702.

Done by the Board of County Commissioners this **28th day of November, 2012**.

CHAIRMAN

COUNTY CLERK

(SEAL)

The board of county commissions in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of the application.

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, GRANT TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Flamingo Enterprises** to sell Cereal Malt Beverages at retail for consumption on the premises: **1626 E 1550 Rd, Lawrence, KS** .

The Township Board may within (10) days file an advisory recommendation as to the granting of such a license and such advisory recommendation shall be considered by the Board of County Commissioners before such license is issued KSA 41-2702.

Done by the Board of County Commissioners this **November 28th, 2012**.

CHAIRMAN

COUNTY CLERK

(SEAL)

The board of county commissions in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of the application.



JAMIE SHEW
DOUGLAS COUNTY CLERK

1100 Massachusetts
Lawrence, KS 66044

Phone: 785-832-5182

Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

Benjamin Lampe
Deputy Clerk-Elections

2013

DOUGLAS COUNTY KANSAS OCCUPATIONAL LICENSE APPLICATION

DATE: 10/9/12

APPLICANT: Bird of Lawrence

APPLICANT'S REPRESENTATIVE: Wesley R Kabler

BUSINESS ADDRESS: 1626 E 1550 Rd., Lawrence KS

STATE LIQUOR LICENSE NUMBER: 10-016-0297-00

BUSINESS PHONE: 785-843-9800

DOUGLAS COUNTY USE LOCATION: Same as above

Wesley R Kabler

APPLICANT'S SIGNATURE

COUNTY FEE: \$150.00 COUNTY LICENSE NUMBER 2

DATE ISSUED _____

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 150.00 (original)

LICENSE TAX NO. 2

2013

TO WHOM IT MAY CONCERN:

Occupation License is hereby granted to **THE BIRD OF LAWRENCE**

Of CLASS "B" CLUB LICENSE NO. 10-016-0297-00 for the year beginning **January 1, 2013**

at **1626 EAST 1550 ROAD, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS COUNTY, KANSAS**

Same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A.41-2622, and the regulations of the Board of County Commissioners.

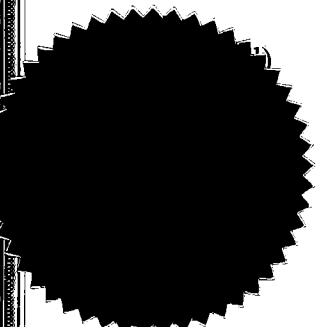
This License will expire **DECEMBER 31, 2013** unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of DOUGLAS County, Kansas

this **28th** Day of **November 2012**.

Attest: _____
County Clerk

Chairman





JAMIE SHEW
DOUGLAS COUNTY CLERK

1100 Massachusetts
Lawrence, KS 66044

Phone: 785-832-5182
Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

Benjamin Lampe
Deputy Clerk-Elections

2013

DOUGLAS COUNTY KANSAS OCCUPATIONAL LICENSE APPLICATION

DATE: 10-29-12

APPLICANT: Paradise Saloon

APPLICANT'S REPRESENTATIVE: Zachary Snyder

BUSINESS ADDRESS: 1697 Highway 40, Lawrence, KS 66044

STATE LIQUOR LICENSE NUMBER: 09-016-0134-00

BUSINESS PHONE: 785-843-9601

DOUGLAS COUNTY USE LOCATION: Same as above

Zachary R. Snyder

APPLICANT'S SIGNATURE

COUNTY FEE: \$150.00 COUNTY LICENSE NUMBER 1

DATE ISSUED _____

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 150.00 (original)

LICENSE TAX NO. 1

2013

TO WHOM IT MAY CONCERN:

Occupational License is hereby granted to Little Reno, Inc DBA Paradise Saloon

of CLASS "B" CLUB LICENSE NO. 09-016-0134-00 for the year beginning **January 1, 2013**
at **1697 Highway 40, PO Box 442082, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS**
COUNTY, KANSAS

Same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A.41-2622,
and the regulations of the Board of County Commissioners.

This License will expire DECEMBER 31, 2013 unless sooner revoked, is not transferable, nor will
any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of DOUGLAS County, Kansas

this **28th day of November 2012.**

Attest: _____

County Clerk

Chairman

COOPERATION AGREEMENT

Between

**THE CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, KANSAS
and
DOUGLAS COUNTY SENIOR SERVICES, INC**

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Douglas County Senior Services, Inc. (hereinafter referred to as "DCSS").

RECITALS

WHEREAS, the City, the County, and DCSS desire to continue cooperation in the planning and implementation of providing services to residents of Lawrence and Douglas County age 55 and older; and

WHEREAS, the purpose of DCSS as defined in its by-laws is to create opportunities that allow older Douglas County residents to remain independent and active in their homes and communities; and,

WHEREAS, a 12-member task force charged with developing recommendations to assist the City and County in retaining and attracting retirees was appointed in July 2011 and presented recommendations in May 2012 as part of the Retiree Attraction and Retention Final Report; and,

WHEREAS, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Douglas County Senior Services, Inc., for the purposes set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1 **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County residents over the age of 55 and to implement the recommendations outlined in the final report of the Retiree Attraction and Retention Task Force.

Section 2 **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and DCSS agree to the following:

- 1) In consultation with the City and County, DCSS Board of Directors shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a DCSS employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including oversight and administration of the senior center, senior meals, leisure and learning, community services and transportation programs.
- 3) Additional responsibilities of the Executive Director shall be coordinated with the City and County in implementing the recommendations of the final report of the Retiree Retention and Attraction Task Force, including but not limited to:
 - a. Development of a community portal as a single source of information about local services, programs, events, and activities available to people 55 years of age and older;
 - b. Assisting with support of advisory groups relating to retiree and aging issues;
 - c. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community;
 - d. Establishing an ambassador program comprised of volunteers to host retirees considering Lawrence as a place to live; and
 - e. Oversight of a marketing plan to attract retirees to Lawrence and Douglas County.
- 4) It is agreed that DCSS will provide to the City and County governing bodies quarterly reporting on the progress of DCSS and annual reporting during a joint meeting of the governing bodies of the City and County.
- 5) DCSS shall serve as coordinating entity for communication regarding services and programs for residents age 55 and older throughout Douglas County.
- 6) Financial and operational support for the services provided by DCSS will be provided in the following ways:
 - a. Use of a City facility for senior services programming and housing of the administrative functions of DCSS as outlined in a separate Facility Agreement;
 - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
 - c. The City and County will provide 100% of the funding for the marketing program, subject to review in the budget process. The DCSS is not providing any funding for the marketing program. The City and County each agree to provide 50% of the remaining funding for a marketing program, subject to review in the budget process;
 - d. The City and County agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the total compensation package of the DCSS Executive Director position above what is included in the 2012 DCSS Agency Budget.
 - e. Private donations; and
 - f. Federal and state grants awarded directly to DCSS.

Section 3 APPROVAL. This Agreement is effective upon being approved the governing bodies and signed by the appropriate representatives of the City, County and DCSS. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

Section 4 APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 5 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF THE CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the ____ day of _____, 2012.

Robert Schumm, Mayor

Attest:

Jonathan Douglas, City Clerk

ON BEHALF OF DOUGLAS COUNTY, KANSAS

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the ____ day of _____, 2012.

Mike Gaughan, Chair, Board of Commissioners

Attest:

Jamie Shew, County Clerk

ON BEHALF OF DOUGLAS COUNTY SENIOR SERVICES, INC

This Agreement is approved as authorized by the Board of Directors of Douglas County Senior Services, Inc. on the _____ day of _____, 2012.

Kenny Massey, Chair



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Contract for Orthophotography and LiDAR

DATE: October 21, 2012

We recently solicited proposals for digital color orthophotography and lidar updates for the County and City. Orthophotography is aerial photography from which distortions owing to camera tilt and ground relief has been removed. An orthophoto has the same scale throughout and can be used as a map. The process to correct the geometry of the aerial photography is call orthorectification and it uses elevation data to correct terrain distortion associated with each image. LiDAR (Light Detection and Ranging) sensors collect elevation data used in the orthorectification process. Orthophotography is an indispensable thematic layer in GIS.

The following three proposals were submitted:

Photo Science	\$78,715
Surdex Corporation	\$59,116
Kycera International	\$74,418

A committee consisting of City and County staff reviewed the proposals and concluded that Surdex met our requirements. The table below identifies the project breakdown by percentage of work with cost commitments for both the City and County:

Orthophotography - Total Project 474.5 Sq Miles		
County	77.2%	\$33,902.38
City	22.8%	\$10,012.62
LiDAR - Total Project 11.87 Sq Miles		
County	35.4%	\$5,381.15
City	64.6%	\$9,819.85
TOTAL COST		\$59,116.00

Funds have been allocated in the Technology Fund (232-21128) for this project. Bryce and I will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners approves a contract in the amount of \$39,283.53 with Surdex Corporation for Orthophotography and LiDAR.

MEMORANDUM

To : Board of County Commissioners

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

Date : November 2, 2012

Re : Consent Agenda approval of resolution establishing a 45 MPH speed limit
Route 6 near Clinton

Reconstruction of the Route 6 curve ½-mile south of Clinton is near completion. The project reconstructed a 20-mph curve to a 45-mph curve, and provides safer roadsides. You will recall High Risk Rural Road federal funding was used to pay for 90% of construction costs. Plans were developed in-house using a 45-mph design speed. This section of road previously was in a 55-mph speed limit and the old curve was posted with 20-mph advisory speed signs.

Given the project's design speed, it is appropriate to establish a 45-mph speed limit beginning southwest of the curve and ending at N 1200 Road (Route 4) in Clinton, a distance of approximately 0.67 mile.

Action Required: Consent Agenda approval of the attached resolution establishing a 45-mph speed limit for a portion of Route 6 (N 851 Diag Road).

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 45 MILES PER HOUR
MAXIMUM SPEED LIMIT ON A PORTION OF (COUNTY ROUTE 6)
N 851 DIAG ROAD IN DOUGLAS COUNTY, KANSAS

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

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

a portion of N 851 Diag. Road also known as County Route 6, from the intersection with E 251 Diag. Road also know as County Route 458, to the intersection with N 1200 Road County Route 4, the centerline of which is more particularly described as follows:

Beginning at the intersection of E 251 Diag and N 851 Diag., thence northeast along N 851 Diag. centerline a distance of approximately 8766 feet to the point of beginning, thence northeasterly along the centerline of N 851 Diag. Road a distance of approximately 3561 feet to the intersection of N 1200 Road, and terminating at said point

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 45 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

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

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Member

County Clerk

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : October 30, 2012

Re : Consider revised Project Agreement for Corridor Management funding
US-56 reconstruction from Bullpup Drive west through E 1600 Road intersection
Project No. 56-23 KA-2294-01

You will recall in July 2011 the BOCC executed a project agreement with KDOT to widen US-56 highway from Bullpup Drive west through the E 1600 Road intersection near Baldwin City. Since the execution of that agreement, KDOT expressed interest in not only widening US-56, but also lowering the profile of the highway through the hill just east of the E 1600 Road intersection (to accommodate 60 mph design speed).

KDOT prepared a revised agreement in May 2012 to reflect the revised project scope. During the May 30, 2012 meeting, the BOCC discussed the revised project scope and estimated costs. There were some terms in the revised agreement to which our county counselor objected, and the BOCC did not sign the revised agreement. The county counselor worked with KDOT counsel to develop a revised final agreement, which now needs approval. As was the case in the May 2012 draft agreement, the final version dictates that KDOT will let the contract and pay the contractor directly (as opposed to reimbursing Douglas County). They will also provide and pay for construction engineering services (this was County responsibility under the previous agreement).

You will recall Baldwin City agreed to pay for 40% of the local project costs with Douglas County paying the remaining 60%. By lowering the highway's profile, we will have additional right-of-way acquisition costs and utility relocation costs. However, these additional costs are somewhat offset by KDOT's paying the cost of construction engineering. Since the May 30, 2012 discussion, we received the cost estimate for relocating the RWD#4 water line, which was higher than anticipated.

Attached is the most current project cost estimate. We currently estimate Douglas County's project cost will be approximately \$109,200, and Baldwin City's cost will be approximately \$72,800. We have \$87,000 allocated for this project in the CIP.

Action Required: Consider approval of a revised Project Agreement with KDOT for Project No. 56-23 KA-2294-01, Corridor Management Program improvements to US-56 highway from Bullpup Drive west through the E 1600 Road intersection.

Date: 10/30/2012
 By: KAB

US-56 highway from Bullpup Drive through E 1600 Rd intersection

KDOT Corridor Management Project

KDOT pays 100% construction costs and CE costs
 Locals responsible for PE, R/W, Util's,
 Baldwin & DGCO agreed to share local costs 40/60

Estimated Costs:

	<u>Local Costs</u>	<u>Total Costs</u>
Construction		\$ 787,677
Prel. Engineering	\$ 71,961	
Const. Engineering	10%	\$ 78,768
R/W acquisition*	\$ 50,000	
Util. relocation	\$ 60,000	
Environmental mitigation	\$ -	
Total Local costs	\$ 181,961	<u>\$ 181,961</u>
Total Project costs		\$ 1,048,406

**Assumes donation of R/W by School District*

Douglas County costs:

Construction	\$ -	
Prel. Engineering	\$ 43,177	
Const. Engineering	\$ -	
R/W acquisition	\$ 30,000	
Util. relocation	\$ 36,000	
Environmental mitigation	\$ -	
Total DGCO costs	\$ 109,177	10.41%

Baldwin City costs:

Construction	\$ -	
Prel. Engineering	\$ 28,784	
Const. Engineering	\$ -	
R/W acquisition	\$ 20,000	
Util. relocation	\$ 24,000	
Environmental mitigation	\$ -	
Total Baldwin City costs	\$ 72,784	6.94%

PROJECT NO. 56-23 KA 2294-01
ROAD IMPROVEMENT
DOUGLAS COUNTY, KANSAS

A G R E E M E N T

PARTIES: **MICHAEL S. KING, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the “Secretary,”

Douglas County, Kansas, hereinafter referred to as the “County,”

Collectively referred to as the “Parties.”

PURPOSE: The Secretary has authorized a road improvement project on US-56 highway in Douglas County described more fully below under PROJECT, hereinafter referred to as the “Project.” The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the sharing of responsibilities for the design, construction and reconstruction of state highways that also serve the needs of the county.

PROJECT: The Secretary and the County desire to enter into this Agreement for the design and construction of the Project, which is described as follows:

Construction of a 3-lane section on US-56 from Bullpup Drive west through E 1600 Road, for turn lanes and reduce the vertical curve to improve intersection sight distance.

EFFECTIVE

DATE: This Agreement is effective as of the date signed by the Secretary or the Secretary’s designee.

IN CONSIDERATION OF THE PREMISES SET FORTH ABOVE, and in order to proceed with the Project, the County and the Secretary mutually agree as follows:

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the County acquire rights of way in accordance with the law and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT.
2. To let the contract for the Project and award the contract to the lowest responsible bidder (“Contractor”) upon concurrence by the County in the award. The Secretary further

agrees, as agent for the County, to administer the construction of the Project in accordance with the final design plans and administer the payments due the Contractor.

3. To require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

4. To be responsible for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way acquisition and utility adjustments for the Project.

5. After receipt of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE II

THE COUNTY AGREES:

1. For the Project to be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and to constitute and appoint the Secretary as its agent. The County further agrees that all things done by the Secretary after execution of this Agreement in connection therewith are authorized, adopted, ratified, and confirmed by the County to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent.

2. That the Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for the Project.

3. To design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the

design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above.

5. To include in the following in any contract between the County and any consultant retained by them to do the design for the Project:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the County and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

6. That the County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the County's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies

for the Project. Such reviews are not done for the benefit of the consultant, the Contractor, the County, or other political subdivision, nor for the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

7. To appoint a duly authorized representative of the County to sign for the County on any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. To have the design plans prepared for the Project signed and sealed by the licensed professional engineer responsible for preparation of the design plans; to have geological investigations or studies signed and sealed by either a licensed geologist or licensed professional engineer responsible for the preparation of the geological investigations or studies in accordance with K.S.A. 74-7042; and to have right of way descriptions signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

9. To acquire, in its own name, as required by law, by purchase, dedication or condemnation, all rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by KDOT. The County further agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, in a form acceptable to Bureau of Right of Way, such rights of way, easements, and access rights have been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements, and temporary easements.

10. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

11. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT such that the County may obtain participation of state funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested

by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

12. Any disposal of or change in the use of rights of way or in access after the Project construction will require prior written approval by the Secretary.

13. To give the Secretary the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final design plans, for the purpose of constructing the Project. The Secretary shall not participate in the cost of these rights of way or easements.

14. To provide for the following with regard to structures or utilities affecting the Project:

a. To move or adjust, or cause to be moved or adjusted, and to be responsible for such removal or adjustment, of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The County further agrees that, except as provided by state law, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners thereof. The expense of the removal or adjustment of privately-owned utilities located on private rights of way or easements shall be borne by the County except as provided by state law. Except where the utility adjustments are participating costs for the Project, the expense of the removal or adjustment of only privately owned utilities located on private rights of way or easements shall be borne by the County.

b. To expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, to initiate the removal or adjustment of the utilities, and to proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing road surface.

c. To certify to the Secretary on forms supplied by the Secretary that all utilities required to be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County further agrees it will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction so that the Contractor shall not be delayed in construction of the Project.

d. To indemnify, hold harmless, and save the Secretary and the Contractor from damages incurred by the Secretary and Contractor resulting from the failure of identified utilities to be moved or adjusted timely or accurately.

- e. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.
 - f. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit, and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of road or highway improvements.
15. To be responsible for one hundred percent (100%) of the total costs of preliminary engineering, rights of way acquisition, and utility adjustments for the Project.
16. To make any payments due the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.
17. To participate and cooperate with the Secretary in an annual audit of the Project. The County further agrees to make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.
18. If it cancels the Project, to reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project by the County
19. To adopt an ordinance or resolution requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. The County further agrees to remove all such encroachments before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed).
20. To not permit the erection of gas and fuel dispensing pumps in the future upon the rights of way of the Project, and to require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state law.
21. To adopt all necessary resolutions or ordinances and to take such legal steps as may be required to give full effect to the terms of this Agreement.

22. To take be responsible for the following with regard to hazardous waste:
- a. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the County; to take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project; and to investigate any and all hazardous waste sites discovered during construction of the Project on County owned land within the Project boundary and take appropriate action to contain or remediate such hazardous waste sites.
 - b. To be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the County prior to commencement of construction of the Project.
 - c. To be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the County prior to commencement of construction of the Project.
 - d. For any hazardous waste site, including, but not limited to, leaking underground storage tanks, to hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.
 - e. To specifically agree that no provision of this paragraph or any subsection thereunder is intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The County further agrees that the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
 - f. To state that by signing this Agreement, the County has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the County. The County further reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the County.

g. The term hazardous waste, as used in this Agreement includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste. The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and county standards where the hazardous waste site is located.

23. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, and construction work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the County and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the County's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the County of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, the total cost of these items will be paid by the County.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public

authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference.

5. 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.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

9. 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.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

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.

DOUGLAS COUNTY, KANSAS

ATTEST:

COUNTY CLERK

CHAIRMAN

(Date)

MEMBER

(SEAL)

MEMBER

KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King, Secretary of Transportation

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

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 relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations 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 in the 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 national 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 Consultant 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 Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant 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 Executive Order 12898.
- 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 mandatory 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 provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in 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 function 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 the 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:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined 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. 44-1031 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 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

MEMORANDUM

To : Board of County Commissioners

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

Date : October 5, 2012

Re : Consider Utility Relocation Agreement for US-56 improvements
Bullpup Drive west through E 1600 Road intersection near Baldwin City
Project No. 56-23 KA-2294-01

You will recall during the July 18, 2012 meeting the BOCC approved the terms of a 3-party (KDOT, DGCO, RWD4) Utility Relocation Agreement for the referenced project. During that meeting, I said KDOT had not seen the agreement, so I asked the BOCC not to sign it.

KDOT has had significant turnover issues with their legal staff, and, we just received KDOT's marked up version of the agreement after work hours on Friday, November 2. Evan Ice, county counselor, has reviewed and approved the attached document.

Construction for the referenced project requires relocation of existing Rural Water District No. 4 (RWD4) waterlines. The profile of US-56 highway will be lowered through the project area to provide additional sight distance, and the highway will be widened to allow for a westbound left turn lane. RWD4 has received bids for this relocation. The low bid was approximately \$24,500. In addition, engineering and inspection costs total approximately \$19,000, so the total cost will be approximately \$43,500. RWD4's previous estimate of the total cost was \$55,648. Douglas County and Baldwin City are sharing local costs (engineering, utility relocations, right-of-way acquisition) 60%/40%.

Action Required: Review and approve the attached utility relocation agreement concerning the relocation of Rural Water District No. 4 waterlines in conjunction with Project No. 56-23 KA-2294-01, improvements to US-56 highway from Bullpup Drive west through the E 1600 Road intersection near Baldwin City.

Project:56-23 KA 2294-01
Road Improvement
Douglas County, Kansas

UTILITY RELOCATION AGREEMENT

THIS THREE PARTY AGREEMENT is entered into this _____ day of _____, 2012, by and between Rural Water District No. 4, Douglas County, Kansas (the "Water District"), Michael S. King, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the "Secretary"), and Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "County").

WHEREAS, the Secretary has authorized a road improvement project (the "Project") to improve U.S. Highway in Douglas County, Kansas, generally consisting of the following:

Construct a 3-lane section on U.S. Highway 56 from Bullpup Drive west through E 1600 Road, including construction of a westbound left turn lane and lowering the road profile to improve intersection sight distance.

WHEREAS, the Secretary and the County have or will enter into an agreement to allocate responsibilities and costs of the Project between them, and such agreement does or will obligate the County to pay for right-of-way acquisition and utility relocation costs associated with the Project.

WHEREAS, construction of the Project will affect certain water pipelines that the Water District currently owns and maintains within a private easement.

WHEREAS, the Secretary and the County have requested the Water District to relocate its water lines where necessary for the Project ("Old Lines") at the County's expense for like kind replacement.

WHEREAS, the Water District intends to replace the Old Lines with new water lines ("New Lines") a portion of which will be located inside the existing KDOT right-of-way and a portion of which will be located inside the newly acquired County right-of-way.

WHEREAS, the parties have agreed to share the costs of the New Lines as set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED:

1. The Water District shall construct the New Lines as determined necessary to accommodate the Project by its engineers based on review of the Project drawings prepared for the County and Secretary and provided to the Water District and in compliance with the current Kansas Department of Transportation Utility Accommodation

Policy (UAP). The UAP is incorporated by reference into this Agreement. The Water District shall construct the New Lines in accordance with the plans and specifications developed by the Water District and approved by the County and Secretary with respect to the location of the new Lines on the existing and newly acquired highway right-of-way. Exhibit A contains the general location of the New Lines and is attached to and incorporated into this Agreement

2. The County agrees to reimburse the Water District 100% of the actual costs to construct the New Lines for like kind replacement.

3. The County acknowledges and agrees that the Estimated County Share based on the above Cost Share Ratio of 100% is \$55,648, based upon the Water District Engineer's Estimate of Probable Cost for the Water District dated July 6, 2012, including any engineering and administrative costs, but not including any costs for acquisition of easements. The July 6, 2012 cost estimate is attached to and incorporated into this Agreement.

4. The Water District agrees to and shall be responsible for all costs and expenses incurred in connection with the New Line not reimbursable by the County under this Agreement, including upsizing any replacement main or replacing any additional main not caused or may necessary by the Project. The County shall not be obligated to reimburse the Water District for any costs for Water District employee labor costs (other than those directly attributable to construction inspection/observation), operating overhead cost, interest, or costs of debt service. The County shall reimburse the Water District for the costs incurred by the Water District under paragraphs 2. and 3. above not later than 45 days following submittal by the Water District to the County of a written accounting/invoice for actual costs incurred by the Water District for the relocation project.

5. Upon execution of this Agreement the Water District shall commence work as soon as reasonably possible. The Water District agrees to make all reasonable efforts to take its Old Lines, where replaced under this Agreement, out of service by December 31, 2012.

6. The Water District agrees to submit to the County and the Secretary detailed plans, specifications and precise easement locations for the New Line and shall obtain a no-fee Utility Permit. The Water District agrees to notify the County and Secretary prior to the installation of the New Line. Changes in the original scope of work or additional adjustments not included in the preliminary plans marked as Exhibit shall be submitted on a supplemental agreement (or change order) and approved by the County and the Secretary before the Water District makes such changes or adjustments.

7. The Water District shall account to the County for all of its costs, including engineering, in constructing and connecting the relocated and replaced water mains and appurtenances that are being relocated as part of this Agreement. The County and any authorized agent of the County shall have access at all reasonable times to Water District records relating to the amounts the County is requested to reimburse the Water District pursuant to this Agreement. If at any time Water District determines that the

actual relocation project costs to be reimbursed by the County are more than 10% greater than the cost estimated to the County, or the scope of the work significantly changes, the Water District will notify the County of the difference as soon as such increase in actual costs or change in scope is identified.

8. The County and/or the Secretary may, in the future, request the Water District to relocate the New Lines to an area that will not conflict with any future road improvements to be constructed by the County and/or the Secretary. In such event and absent legislative changes that dictate otherwise, the parties acknowledge that K.S.A. 68-415 shall apply with respect to that portion of the New Lines within existing KDOT right of way or relocated from private right-of-way which became newly-acquired right-of-way in connection with the Project.

9. The Water District shall maintain and pay all expenses necessary to maintain the Water District's facilities located within the right-of-way of the Project. The Water District shall take necessary and reasonable safety measures to protect the traveling public. The Water District will not interfere with or damage any existing facilities, either above or below ground, in the County or KDOT road right-of-way.

If the Water District's maintenance obligation requires work within the highway right-of-way, the Water District shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Water District may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Water District shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The Water District shall request a work permit from the proper authority no later than the second working day following the emergency.

The Water District shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Water District may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Water District may use the surfaced shoulder for temporary parking.

10. The Water District agrees to hold the Secretary and the County and their authorized representatives harmless from and indemnify the Secretary and County for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Water District's failure to comply with its contract obligations under this Agreement, resulting from the Water District's negligent acts, errors, or omissions in relocating its facilities, or all of the above. The Water District shall have no obligation to hold the Secretary or the County or their authorized representatives harmless from and indemnify these persons for the Secretary's or the County's or their representatives' own negligence.

11. The Secretary agrees to hold the Water District and the County and their authorized representatives harmless from and indemnify the Water District and County for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Secretary's failure to comply with its contract obligations under this Agreement. The Secretary's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Secretary shall have no obligation to hold the Water District or the County or their authorized representatives harmless from and indemnify these persons for the Water District's or the County's or their representatives' own negligence.

12. The County agrees to hold the Water District and the Secretary and their authorized representatives harmless from and indemnify the Water District and Secretary for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the County's failure to comply with its contract obligations under this Agreement. The County's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The County shall have no obligation to hold the Water District or the Secretary or their authorized representatives harmless from and indemnify these persons for the Water District's or the Secretary's or their representatives' own negligence.

13. Kansas law governs this Agreement.

14. Kansas law (K.S.A. 46-239(c)) requires KDOT to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

15. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

16. Except as provided in Section 17, this Agreement may not be assigned or transferred by any party without the written consent of the others.

17. In the event of any occurrence rendering the County, the Secretary, or the Water District incapable of performing under this Agreement, any successor of the County, the Secretary, or the District, whether the result of legal process, assignment, or otherwise, will succeed to the rights and obligations of the County, the Secretary, and the District, respectively, hereunder.

18. In the event any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provision hereof.

19. No provision of this Agreement may be modified, altered or amended by the individual action of each party. All such modifications, alterations or amendments must be agreed to in writing by all parties.

20. 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.

21. 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.

22. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on this _____ day of _____, 2012.

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
Michael S. King, Secretary of Transportation

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

Date: _____

**RURAL WATER DISTRICT NO. 4,
DOUGLAS COUNTY, KANSAS:**

By: _____
Printed Name: _____
Title: _____

Date: _____

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

By: _____
Mike Gaughan, Chair

Date: _____

ATTEST:

By: _____
Jameson D. Shew, Douglas County Clerk

2012 FACILITIES PROJECTS

Project	CIP Proj. #	Expense Begin Yr.	Constr. Yr.	Dg. Co. Cost	Balance Payable as of 1/1/12	TOTAL AVAILABLE	Projected 2013	Projected 2014	Projected 2015	Projected 2016
YS Control Panel	35	2011	2012	\$300,000	\$235,875	\$235,875				
JLE Roof	101	2012	2012	\$350,000		\$250,000				
JLE Chiller	102	2012	2012	\$200,000		\$200,000				
Courthouse Airhandlers				\$106,000						
Fairgrounds				\$3,700,000						
Courthouse Stonework Renovation				\$3,000,000						
CIP General Contingency	1			\$200,000		\$683,618	\$200,000	\$200,000	\$200,000	\$200,000
TOTALS				\$7,856,000		\$1,369,493	\$200,000	\$200,000	\$200,000	\$200,000

2012 ROAD PROJECTS

Project	CIP Proj. #	Cost Sharing	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of 1/1/12	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Annual Contract Pavement Maintenance Projects	22				\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	
Annual Rock Road Stabilization Program	2				\$150,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	Completed first year, have better handle on costs, \$50,000/mile, includes 4" virgin aggreg = 3200 tons, 17,600 gall MgCl. Plan for 3 miles.
Road CIP Contingency (available to be allocated to a project)	93						\$500,000					
Rte 6 @ N1150/E550: reconstruct horizontal curve	48	HRRR	2010	2012	\$100,000	\$98,740	\$98,740					HRRR Funding approved
Rte 1055 from US 56 North to Route 12 (N 400 Rd)	59	Baldwin	2010	2012	\$1,700,000	\$1,426,116	\$1,700,000					Share cost 50/50 with Baldwin City
Rte 442 from E1 to E230	88		2011	2013	\$4,000,000	\$3,838,689	\$3,838,689					Reconstruct 24' road, 6' paved shoulders, 10" asphalt, new horizontal curves, reconstruct 75% of length.
Rte 458 from Bannings Corner to US-59	89		2012	2014	\$2,000,000	\$1,750,000	\$1,750,000					On current alignment, 3" overlay, 6' paved shoulders, 8' ditches, AT&T and waterline relocation, ROW acquisition
Rte 442 from E2090 to K-10 thru Eudora COMPLETE	96		2012	2012	\$412,557		\$412,000					milling, 2" overlay, 4' paved sholder outside curb and gutter
Rte 1061 from N 1200 Rd to K-10	97		2012	2013	\$275,000		\$275,000					milling, 2" overlay, 4' paved shoulders at north end
US-56 hwy from E 1600 to Bulpup	98		2011	2013	\$87,000		\$87,000					KDOT Corridor Management Funds, KDOT pays 100% of construction costs and inspection.
Rte 438 - Berry Plastics Improvements COMPLETE	114		2012	2012	\$44,349	\$43,000	\$43,000					KDOT reimbursed 85% of Construction Costs
Rte 458 from Rt 1 to N1160	75		2014	2017	\$1,800,000	\$1,800,000	\$1,000,000	\$800,000				Major upgrade; reconstruct curves, add paved shoulders, culvert replacement;; included in 5yr plan for fedl funds
Rte 1055/Rte 458 to Vinland [reconst. 700N curve, 8' paved shldrs, replace RCB bridges/culverts]	44		2013	2015	\$4,412,000	\$4,412,000	\$1,103,000		\$1,103,000	\$1,103,000	\$1,103,000	Major upgrade
Rte 1055 from Vinland to Rte 12	90		2013	2016	\$6,450,000	\$6,450,000	\$0	\$587,830	\$2,337,000	\$2,337,000	\$1,188,170	Adjust vertical alignment, 8' paved shldrs, replace bridges/culverts

2012 ROAD PROJECTS

Project	CIP Proj. #	Cost Sharing	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of 1/1/12	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Bob Billings Pkwy/K-10 Interchange			2012	2014	\$528,000							DGCO payment towards local match for KDOT project; Assumes City pays remainder of \$2 million local match
TOTALS							\$11,367,429	\$1,947,830	\$4,000,000	\$4,000,000	\$2,851,170	

HRRR = High Risk Rural Roads

2012 BRIDGE PROJECTS

Project	PW Project #	CIP Proj. #	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Annual Bridge Contingency Fund		13			\$200,000		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	Unanticipated bridge repairs
Annual Pipe Culvert Liners		99			\$125,000		\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	Purchase mat'l's for lining pipe culverts; much cheaper than replacement
Bridge 13.00-19.00: replacement	23 C-4123-01	52	2009	2012	\$800,000	\$624,505	\$800,000					Anticipate completion December 2012
Bridge 00.67-09.00 Delayed indefinitely - remove		9	2010		\$1,700	\$100,000	\$110,000					Delayed indefinitely - spent \$1700 on geotech
Bridge 17.00-01.67: replacement		58	2011	2013	\$150,000	\$118,300	\$118,300					3 sided structure, crane, ROW, utilities
Bridge 17.00-01.58		100	2011	2013	\$45,000		\$70,000					RCB, crane (ROW and utilities included in 1700-0167)
Bridge 11.00-12.40: replacement COMPLETE		56	2011	2012	\$98,708	\$148,300	\$148,300					3 sided structure, crane, ROW, utilities, asphalt paving
Bridge 09.64-10.00: replacement		53	2011	2013	\$631,200	\$631,200	\$631,200					Bridge replacement
Bridge 09.58-09.00		26	2012	2014	\$150,000	\$230,000	\$230,000					3 sided structure, crane, ROW, utilities
Bridge 10.00-16.38 (on Rte 458): replacement		55	2012	2014	\$1,750,000	#####	\$1,750,000					Bridge replacement
BNSF BR REPLACEMENT @ HASKELL - 10 23 KA-0685-01		94	2012	2012	\$31,000	\$31,000	\$31,000					Funds for fence relocation at Shop
Bridge 07.83-17.50 superstructure		104	2012	2013	\$75,000	\$75,000	\$75,000					Bridge preservation; Spot paint superstructure, has lead paint
Bridge 19.00-15.90		105	2012	2013	\$120,000	\$120,000	\$120,000					Bridge preservation; Paint superstructure, has lead paint
Bridge 17.50-0753 COMPLETE		107	2012	2012	\$42,293	\$42,293	\$60,000					RCB, crane, ROW, utilities

Project	PW Project #	CIP Proj. #	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Bridge 07.51-18.00		108	2012	2012	\$55,000	\$55,000	\$130,000					RCB, crane, ROW, utilities
Bridge 08.74-07.95		83	2013	2014	\$150,000	\$150,000	\$150,000					Bridge rehab; Deck replacement
Bridge 09.00-10.88		28	2013	2015	\$310,000	\$310,000	\$310,000					Bridge replacement
Bridge 00.64-05.50		103	2013	2015	\$630,000	\$630,000	\$342,623	\$315,000				Bridge replacement
Bridge 15.00-16.24		25	2013	2015	\$577,000	\$577,000	\$577,000					Bridge replacement
Bridge 12.67-12.00		24	2014	2015	\$150,000	\$150,000	\$150,000					Bridge replacement
Bridge 02.00-04.20		109	2013	2013	\$75,000	\$75,000	\$25,379					RCB, crane, ROW, utilities
Bridge 04.00-08.56		110	2013	2013	\$75,000	\$75,000	\$91,621					RCB, crane, ROW, utilities
Bridge 05.76-15.50		111	2013	2013	\$150,000	\$150,000						3 sided structure, crane, ROW, utilities
Bridge 13.00-23.60		112	2013	2013	\$150,000	\$150,000						3 sided structure, crane, ROW, utilities
Bridge 09.58-09.00 DELETE, listed above		113	2013	2013	\$0	\$0						
Bridge 08.36-10.50		29	2014	2016	\$230,000	\$230,000						Bridge replacement
Bridge 08.00-10.81		33	2015	2017	\$175,000	\$175,000						Bridge replacement
Bridge 08.01-06.78		106	2015	2017	\$400,000	\$400,000						Bridge replacement

Project	PW Project #	CIP Proj. #	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Bridge 0050-2019				2013	\$75,000							RCB, crane, ROW, utilities
Bridge 1080-2400, JoCo structure, share cost				2013	\$15,000							BOCC approved agreement with JOCO; JCPW constructing project; DCPW acquire ROW on west side
Bridge 0685-0730				2014	\$150,000							3 sided structure, crane, ROW, utilities
Bridge 1374-0100				2014	\$150,000							3 sided structure, crane, ROW, utilities
Bridge 2000-0120				2014	\$75,000							RCB, crane, ROW, utilities
Bridge 0100-2042				2014	\$75,000							RCB, crane, ROW, utilities
Bridge 1186-1500			2013	2014								Bridge Repair/Rehab; Deck & north abutment; Replace deteriorated conc in overhangs
Bridge 1100-1640			2013	2014	\$192,000							Bridge preservation; Silica Fume overlay
Bridge 1172-1750			2013	2014	\$202,000							Bridge preservation; Silica Fume overlay
Bridge 1200-1130			2014	2015	\$250,000							Bridge preservation; Silica Fume overlay
Bridge 1800-1124			2014	2015	\$160,000							Bridge deck repair and preservation; Remove exist. asphalt overlay; Repair conc deck as needed; Silica Fume overlay
Bridge 1858-1150			2014	2015								Bridge rehab; Repair/replace deteriorated conc in overhangs
Bridge 1782-1000			2014	2015								Deck patching; Silica Fume overlay; KTA participation?
Bridge 0725-0650			2015	2016	\$35,000							Bridge preservation; Epoxy overlay

Project	PW Project #	CIP Proj. #	Expense Begin Year	Constr. Yr.	Dg. Co. Cost	Balance Payable as of	Total Available	Projected 2013	Projected 2014	Projected 2015	Projected 2016	NOTES
Bridge 2130-0615			2015	2016	\$445,000							Bridge preservation; Epoxy overlay
Bridge 1108-1883			2015	2016	\$100,000							Bridge deck patch and silica fume overlay
Bridge 0510-2200			2017	2017	\$124,000							Repair deck scaling on previous S.F. overlay
TOTALS							\$6,245,423	\$640,000	\$325,000	\$325,000	\$325,000	