

## BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

### WEDNESDAY, MARCH 5, 2014

4:00 p.m.

-Consider approval of the minutes for February 5, 2014

### CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2014 Maintenance Season (Keith Browning); and
- (c) Consider recommendation to purchase equipment for Public Works (Jackie Waggoner)

### REGULAR AGENDA

- (2) Update on ERP project (Marni Penrod)
  - (3) Consider options to replace ceiling grids and tile in the Judicial & Law Enforcement Center (Bill Bell)
  - (4) Consider adopting a resolution to waive the Douglas County Purchasing Policies for the alternative project delivery program for new Public Works Facility (Sarah Plinsky)
  - (5) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments  
**Bert Nash Community Health Center Board of Directors (2) expire 04/2014**  
**Heritage Conservation Council (3) positions expire 05/31/2014**  
**Jayhawk Area Agency on Aging Board of Directors – (2) vacancies**  
**Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies**  
**Lawrence-Douglas County Housing Authority (1) position expires 06/2014**  
**Non-Lawyer Members of the District Judicial Nominating Commission (2) expire 03/01/14**
  - (c) Public Comment
  - (d) Miscellaneous
- (6) Adjourn

### WEDNESDAY, MARCH 12, 2014

4:00 p.m.

-Adopt the 2014-2018 Capital Improvement Plan (Sarah Plinsky/Keith Browning)

-Douglas County Courthouse Draft Application for Landmark Designation to the Lawrence Register (Lynne Zollner)

### WEDNESDAY, MARCH 19, 2014

4:00 p.m.

### **CONSENT**

**-CUP-13-00492:** Consider a Conditional Use Permit for a Lodging House and Recreation facility to be known as a hostel and banquet hall, located at 1804 E 1500 Rd. Submitted by Shane Powers, for Earl Stagg, property owner of record. Sandra Day will present the item.

-Discussion on fairgrounds Master Plan (Sarah Plinsky)

**6:35pm**

### **REGULAR**

**TA-13-00451:** Consider a Text Amendment to Section 12-319-7 of the Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas to establish criteria and review process for Agritourism uses which may have significant off-site impacts. (*Amendment was initiated by the Board of County Commissioners at their October 16, 2013 meeting.*) Mary Miller will present the item.

-(3) Temp. Business Uses – Zoning & Codes (Linda Finger)

**WEDNESDAY, MARCH 26, 2014 (light agenda)**

**WEDNESDAY, APRIL 2, 2014**

**MONDAY, APRIL 7, 2014**

9:00 a.m. – Lecompton Election Canvass

**WEDNESDAY, APRIL 9, 2014**

**WEDNESDAY, APRIL 23, 2014**

**WEDNESDAY, APRIL 30, 2014**

4:00 p.m.

-Presentation of Report from Lawrence-Douglas County Advocacy Council on Aging (Judy Bellome)

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

## MEMORANDUM

To : Board of County Commissioners

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

Date : February 25, 2014

Re : Approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2014 Maintenance Season

Bids were opened on February 24, 2014 for the supply of hot mix asphalt material for use during the 2014 road maintenance season. We requested bids for varying ranges of quantities. The bid tabulation is attached.

Due to the various construction activities and road closures associated with the construction of the South Lawrence Trafficway we recommend entering into supply contracts with the following three suppliers:

Asphalt Sales of Lawrence; 1,000 – 5,000 tons of HMA at \$48.75/ton.  
Killough Construction, Inc.; 1,000 – 5,000 tons of HMA at \$46.00/ton  
Bettis Asphalt & Construction, Inc.; 1,000 – 5,000 tons of HMA at \$49.75/ton

It is anticipated that a total of approximately 8,000 – 12,000 tons will be needed this year. Awarding the supply contracts to more than one producer ensures we are able to get asphalt material if one plant is down or otherwise cannot supply the material.

Like the last few years, this year's contract includes a price adjustment factor tied to KDOT's Monthly Asphalt Price Index. The adjustment factor will increase/decrease the price for asphaltic concrete mix by \$0.50/ton for each \$10.00/ton increase/decrease in the Monthly Asphalt Price Index.

The 2014 budget for Road & Bridge Fund 201 has \$550,000 allocated for BM-2 hot mix asphaltic concrete.

Action Required: Approve the supply contracts for 1,000 to 5,000 tons of Hot Mix Asphalt from Asphalt Sales of Lawrence, Bettis Asphalt & Construction and Killough Construction for the 2014 road maintenance season.

<b>BID TAB FOR BM-2 (HMA)</b>						
<b>Bid No. 14-F-0005</b>						
<b>Open @ 3:00 p m, February 24, 2014</b>						
<b><u>VENDOR</u></b>	<b><u>Quantity Tons</u></b>	<b><u>Unit Cost Per Ton</u></b>	<b><u>Quantity Tons</u></b>	<b><u>Unit Cost Per Ton</u></b>	<b><u>Quantity Tons</u></b>	<b><u>Unit Cost Per Ton</u></b>
Asphalt Sales of Lawrence	1,000-5,000	\$ 48.75	5,001-8,000	\$ 46.00	8,001-13,000	\$ 44.00
Killough Construction, Inc.	1,000-5,000	\$ 46.00	5,001-8,000	\$ 46.00	8,001-13,000	\$ 46.00
Bettis Asphalt & Construction, Inc.	1,000-5,000	\$ 49.75	5,001-8,000	\$ 48.05	8,001-13,000	\$ 47.00
	1,000-5,000		5,001-8,000		8,001-13,000	
	1,000-5,000		5,001-8,000		8,001-13,000	
Rita Fulks			Benjamin Lampe			
Director of Public Works: Keith A. Browning:		County Clerk: Jamie Shew		Date: 02/24/2014		

DOUGLAS COUNTY, KANSAS

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BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

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DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

BY

THE DOUGLAS COUNTY COMMISSIONERS

James Flory  
Member

Mike Gaughan  
Member

Nancy Thellman  
Chairman

Jamie Shew  
County Clerk

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

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS  
Bid #14-F-0005

Notice is hereby given that Douglas County is accepting sealed bids for HMA - Commercial Grade (Class A), for use at various locations throughout Douglas County during the 2014 maintenance season by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 P.M., Monday, February 24, 2014 and then publicly opened in the Office of the Douglas County Clerk.

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

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

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited to the work for which it is intended.

DATED: February 6, 2014

DOUGLAS COUNTY PUBLIC WORKS

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

Published: Monday, February 10, 2014  
Saturday, February 15, 2014

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

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS  
STANDARD TERMS AND CONDITIONS  
DOUGLAS COUNTY, KANSAS  
BID NO. 14-F-0005

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

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P M, Monday, February 24, 2014.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.



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

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

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

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

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13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

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

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

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

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

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

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

BID NO. 14-F-0005

Proposal of Asphalt Sales of Lawrence, to supply hot mix asphalt  
(Name of Firm)

#### ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

#### PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for HMA-Commercial Grade (Class A) will be based on the Computed Monthly Asphalt Price Index in effect for February 2014 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPrinceIndex.asp>.

The price quoted for supplying HMA-Commercial Grade (Class A) will be adjusted in subsequent month's \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Price Index, based on the initial price index for February 2014.

Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

#### AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 14-F-0005

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ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	1,000 - 5,000 Tons	\$ <u>48.75</u>
HMA – Commercial Grade (Class A)	5,001 - 8,000 Tons	\$ <u>46.00</u>
HMA – Commercial Grade (Class A)	8,001 - 13,000 Tons	\$ <u>44.00</u>

JF

Bids are due by: 3:00 P M, Monday, February 24, 2014

Production Location(s): 3701 E 23 rd St

Supplier: Asphalt Sales of Lawrence

By: [Signature]

Date: 2/24/14

RECOMMENDED FOR APPROVAL:

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

ACCEPTED:  
DOUGLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Nancy Thellman, Chairman

\_\_\_\_\_  
Mike Gaughan, Member

\_\_\_\_\_  
James Flory, Member

Attest:

\_\_\_\_\_  
Jamie Shew, Douglas County Clerk

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

DOUGLAS COUNTY, KANSAS

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BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

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DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

BY

THE DOUGLAS COUNTY COMMISSIONERS

James Flory  
Member

Mike Gaughan  
Member

Nancy Thellman  
Chairman

Jamie Shew  
County Clerk

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

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS  
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The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited to the work for which it is intended.

DATED: February 6, 2014

DOUGLAS COUNTY PUBLIC WORKS

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

Published: Monday, February 10, 2014  
Saturday, February 15, 2014

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



DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS  
STANDARD TERMS AND CONDITIONS  
DOUGLAS COUNTY, KANSAS  
BID NO. 14-F-0005

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

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12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

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

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

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

14. DELIVERY TERMS: Plant mix to be loaded in Douglas County vehicles at production site.
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16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

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

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

BID NO. 14-F-0005

Proposal of BETTES ASPHALT & CONST. INC., to supply hot mix asphalt  
(Name of Firm)

#### ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

#### PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for HMA-Commercial Grade (Class A) will be based on the Computed Monthly Asphalt Price Index in effect for February 2014 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

The price quoted for supplying HMA-Commercial Grade (Class A) will be adjusted in subsequent month's \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Price Index, based on the initial price index for February 2014.

Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

#### AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 14-F-0005

- 78

ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	1,000 - 5,000 Tons	\$ <u>49.<sup>75</sup></u>
HMA – Commercial Grade (Class A)	5,001 - 8,000 Tons	\$ <u>48.<sup>05</sup></u>
HMA – Commercial Grade (Class A)	8,001 - 13,000 Tons	\$ <u>47.<sup>00</sup></u>

A

Bids are due by: 3:00 P M, Monday, February 24, 2014

Production Location(s): BIG SPRINGS PLANT

Supplier: BETTES ASPHALT & CONST. INC.

By: [Signature] ERIC BETTES

Date: 2-24-14

RECOMMENDED FOR APPROVAL:

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

ACCEPTED:  
DOUGLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Nancy Thellman, Chairman

\_\_\_\_\_  
Mike Gaughan, Member

\_\_\_\_\_  
James Flory, Member

Attest:

\_\_\_\_\_  
Jamie Shew, Douglas County Clerk

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

DOUGLAS COUNTY, KANSAS

\*\*\*\*\*

BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

\*\*\*\*\*

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HOT MIX ASPHALT (HMA)

BID NO. 14-F-0005

BY

THE DOUGLAS COUNTY COMMISSIONERS

James Flory  
Member

Mike Gaughan  
Member

Nancy Thellman  
Chairman

Jamie Shew  
County Clerk

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



DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Bid #14-F-0005

Notice is hereby given that Douglas County is accepting sealed bids for HMA - Commercial Grade (Class A), for use at various locations throughout Douglas County during the 2014 maintenance season by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 P.M., Monday, February 24, 2014 and then publicly opened in the Office of the Douglas County Clerk.

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

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

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited to the work for which it is intended.

DATED: February 6, 2014

DOUGLAS COUNTY PUBLIC WORKS

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

Published: Monday, February 10, 2014  
Saturday, February 15, 2014

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

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS  
STANDARD TERMS AND CONDITIONS  
DOUGLAS COUNTY, KANSAS  
BID NO. 14-F-0005

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

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P M, Monday, February 24, 2014.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

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

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

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

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

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

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

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

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

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

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

BID NO. 14-F-0005

Proposal of \_\_\_\_\_, to supply hot mix asphalt  
(Name of Firm)

ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

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<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

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Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 14-F-0005

ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	1,000 - 5,000 Tons	\$ <u>46.00</u>
HMA – Commercial Grade (Class A)	5,001 - 8,000 Tons	\$ <u>46.00</u>
HMA – Commercial Grade (Class A)	8,001 - 13,000 Tons	\$ <u>46.00</u>

Bids are due by: 3:00 P M, Monday, February 24, 2014

Production Location(s): 1 mile north of Ottawa

Supplier: Killough Construction

By: Brian Killough

Date: 2/24/14

RECOMMENDED FOR APPROVAL:

ACCEPTED:  
DOUGLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Nancy Thellman, Chairman

\_\_\_\_\_  
Mike Gaughan, Member

\_\_\_\_\_  
James Flory, Member

Attest:

\_\_\_\_\_  
Jamie Shew, Douglas County Clerk

\_\_\_\_\_  
Date

Date: \_\_\_\_\_



## 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

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

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Consider Recommendation to Purchase Equipment for Public Works

DATE: February 27, 2014

Public Works has funds available in Fund 232, Funded Depreciation, to replace a 2010 Bobcat compact utility tractor with 1300 hours. This equipment is used to maintain parks, including Lone Star Lake.

The existing tractor has experienced multiple mechanical problems over the past years. It has been disabled for several months with a repair estimate of \$5,000 - \$6,000. Staff has become aware that this model is no longer manufactured which has made replacement parts hard to locate. Our existing tractor would be sold as is through our online auction.

Staff would like to replace their tractor with a John Deere 3520 compact utility tractor with a 72" mower deck by accessing the Houston-Galveston Area Council's (HGAC) cooperative buying program. As you may recall, this inter-local agreement with Mid-America Regional Council (MARC) has proven to provide cost savings, and allows us opportunities to go through local authorized dealers in Kansas. Below summarizes the HGAC quote for from Heritage Tractor:

**2014 JD 3520 Compact Utility Tractor with 72D Mowing Deck** **\$24,929.42**  
Warranty: tractor 24 months/2000 hours, power-train 36 months/2000 hours, mower deck 12 month

Doug Stephens and I will be available at the commission meeting to answer any questions.

**RECOMMENDATION:** The Board of County Commissioners approves staff to access the HGAC contract to purchase a John Deere tractor mower with Heritage Tractor Inc. in the amount of \$24,929.42.





**JAMIE SHEW**  
**DOUGLAS COUNTY CLERK**  
1100 Massachusetts  
Lawrence, KS 66044

**Marni Penrod**-Chief Deputy Clerk  
**Benjamin Lampe**-Deputy Clerk Elections

MEMORANDUM

TO: Board of County Commissioners  
FROM: Marni Penrod, ERP Project Manager  
DATE: February 28, 2014  
  
RE: ERP project update

**ACTION REQUIRED: None at this time. The Steering Committee would like to update the Commissioners on the ERP project and answer any questions that you may have.**

As we last discussed in August 2013, Douglas County is working with Mike Mucha, of Government Finance Officers Association (GFOA), to research, choose and implement a new finance system. The following staff members are assigned to the project.

Steering Committee: Paula Gilchrist, Treasurer; Jim Lawson, Information Technology Director; Sarah Plinsky, Asst. County Administrator and Jamie Shew, County Clerk.

Project Team: Rita Fulks, Public Works; Laura Glass, Clerk's Office; Kim Hertach, Sheriff's Office; Julie Jacob, Clerk's Office; Stacy Kurtz, Treasurer's Office; Debra Sparkes, Administrative Services; Kari Wempe, Administrative Services; Ollie Wenger, Information Technology.

Last fall, we issued a Request for Proposals to ERP vendors. We received responses from six vendors. From that pool the Project Team chose three to evaluate. In December those three finalists gave onsite demonstrations (three days each) for the Steering Committee and Project Team. After the demonstrations the Project Team chose two vendors to proceed with the discovery phase. In February we held discovery sessions with each vendor onsite for separate all day sessions. As a result of this evaluation process the team chose SunGard's OneSolution ERP software. The Steering Committee with Mike Mucha's assistance, has begun contract negotiations with SunGard.

Douglas County's current finance system was launched in 1999. The need for a new financial system has been researched and discussed for many years. Our goal is to establish business processes supported by a robust financial system which readily provides answers to the following important questions: How much money do we have? Whom do we owe? Who owes us? What are our current assets, both human and capital? Additionally, the new system will allow the County to move to GAAP accounting compliance, reduce redundant work in shadow systems, increase our ability to track grants/projects, improve the departments' access to their data, and aid our effort to go paperless. Funds for the project are currently set aside and available in Equipment Reserve, fund 232. Below is the tentative timeline for the project.

# ERP Project Milestones

ERP - Enterprise Resource Planning

Task	Projected Date	Completed
<b>Phase 1 - Financials/General Ledger, Accounts Payable &amp; Receivable, Budgeting, Grants &amp; Contract Management</b>		
Pick a Vendor	February 2014	project team makes a decision
Contract Negotiations	March	Final contract ready for the Commission meeting on March 26
Kick Off Meeting	April	meet & greet, onsite planning
Project Plan	May	create project plan, detail key deliverables and related tasks
System Design	May - June	<b>BPR</b> -Business Process Review
Analysis	May - June	configuration decisions
Installation	May - June	software install
Data Conversion	June - August	mapping, extraction from GEMS, data rolled, validation
System set up/configuration	June - August	all phase 1 applications and go-live workflow models built
Core user training	August	training on all processes
User acceptance testing	September -October	test all phase 1 functionality-verify conforms to requirements
End user trained	November - December	end users trained
<b>GO LIVE</b>	<b>January 2015</b>	<b>GO LIVE for Financials</b>
Post-Live support	January - February 2015	Sungard on site for support

## Phase 2 - Human Resources and Payroll, Position budgeting, Employee Online, Personnel Actions

System Design/Analysis	January-February 2015	BPR-Business Process Review and system configuration decisions
Data Conversion	March-May	mapping, extraction legacy data, data rolled & validated
System Set Up/Configuration	March-April	all phase 2 modules and go-live workflow models built
Core User Training	June-July	training on all processes
Parallel Testing	August-October	
User Acceptance Testing	November	test to verify system conforms to requirements
End User Training	November-December	end users trained
<b>GO LIVE</b>	<b>January 2016</b>	<b>GO LIVE for HR/Payroll</b>
Post-Live Support	January - March	Sungard on site for support



## 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  
Bill Bell, Director of Buildings & Grounds

SUBJECT: Consider Options to Replace Ceiling Grids and Tile in the  
Judicial & Law Enforcement Center

DATE: February 27, 2014

As part of preparing cost to paint and carpet eight offices in the Sheriff's Office, staff evaluated the replacement of the existing ceiling grids and tiles. Most of the tiles in the Judicial & Law Enforcement Center are original from 1970. Unfortunately, when they were installed the grids were an odd size (29x59-1/2). In order to replace the tiles staff has to special order tiles (30"x60") and then still cut them down.

While looking at the Sheriff's area staff considered two options: 1) paint the exiting grids, special order the 30"x60" tiles, with estimated internal labor cost to cut them down would be a total cost of \$15,470; or 2) remove and replace the existing grids and tiles to a standard size of 24x48 at a total cost of \$9,228. Below reflects the cost difference of the tiles:

Special Order	30"x60", 6 per box	\$210
Standard	24"x48", 12 per box	\$ 77

There are obvious benefits to replace the existing ceiling grids and tiles to a standard size. Staff was asked to look at the potential cost of replacing all areas in the building that have the custom size. Some areas have been changed to the standard size during renovations. To allow the lights to fit in the new grids we would need to change hard pipe to flex and replace all diffusers. The table below identifies location, square footage, and estimated cost for these areas:

Location	Square Footage	Grids & Tiles (\$3 per sq. ft.)	Hard Pipe – Flex (\$115)	Diffuser Replacement (\$100)	Combined Cost
1 <sup>st</sup> Floor	8,900	\$26,700	\$13,570	\$7,800	\$48,070
*2 <sup>nd</sup> Floor	1,910	\$5,730	\$4,255	\$1,200	\$11,185
Sheriff	4,571	\$13,713	\$1,840	\$ 800	\$16,353
<b>Total</b>	<b>15,381</b>	<b>\$46,143</b>	<b>\$19,665</b>	<b>\$9,800</b>	<b>\$75,608</b>

\*location excludes LPD occupied space (except for records)

It would be our intent to solicit formal bids for this project and bring a recommendation back to the Board at a later date. Funds are available in the Special Building Fund for this project. Bill Bell and I will be available at the commission meeting to answer any questions.

**SUGGESTED MOTION:** The Board of County Commissioners directs staff to solicit bids to replace all ceiling grids and tiles to meet a standard size throughout the Judicial & Law Enforcement building.



## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse  
1100 Massachusetts Street, Unit 204  
Lawrence, KS 66044-3064  
(785) 832-5329 Fax (785) 832-5320  
www.douglas-county.com

**Sarah Plinsky**  
Assistant County Administrator

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### Memorandum

To: Board of County Commissioners of Douglas County Kansas  
From: Christopher Burger, on behalf of Evan Ice, County Counselor  
Sarah Plinsky, Assistant County Administrator  
Date: February 28, 2014  
RE: Adopt a resolution to waive Douglas County Purchasing Policies for the alternative project delivery program for new Public Works Facility

---

In December of 2012, the Board of County Commissioners elected to use the Construction Manager at Risk (CMR) alternative delivery method for the construction of the new Public Works facility. The statutes that govern the CMR delivery method don't reconcile with Douglas County's Purchasing Policies.

The BOCC's adopted Purchasing Policy does not permit deviations unless the BOCC waives its application. Within the Policy are procedural and substantive requirements for the bidding process that McCown Gordon will be using, including publication requirements and other non-project-specific bid information. So, even though the Purchasing Policies will be waived, the project will follow its requirements, but it will be managed by the CMR.

Under a CMR arrangement, KSA 19-216e, certain things *must* occur when getting bids for construction services, namely:

1. there must be a bid notice;
2. the bid notice must include a request for bids;
3. the bid notice must also include whatever other bidding information is prepared by the CMR and the board;
4. the bid notice must be published;
5. there must be a time for the opening of bids;
6. the CMR evaluates the bids;
7. the CMR makes the award to the "lowest responsible bidder" (our contract gives this right to the BOCC upon consultation with the CMR and architect);
8. the CMR enters into the subcontract; and
9. the bids must be available for public review.

There are also some elective items, such as:

- A. either the board or the CMR can be the one to publish the bid notice (determined at the board's discretion)
- B. the content of the other bidding information (item 3) is as prepared by the CMR and the board

- C. the publication of the bid notice is “as may be determined by the board.” (the board may also determine the content of the bid notice)

Staff has coordinated with McCown Gordon and has ensured that the requirements of the statute will be followed. A memorandum about the subcontractor bidding process is attached for the Commission’s review.

**Suggested Motion:** Adopt a resolution to waive Douglas County Purchasing Policies for the alternative project delivery program for new Public Works Facility

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, ADOPTING A RESOLUTION TO WAIVE DOUGLAS COUNTY PURCHASING POLICIES FOR THE CONSTRUCTION MANAGER AT RISK'S SUBCONTRACTING OF THE ALTERNATIVE PROJECT DELIVERY PROGRAM FOR THE NEW PUBLIC WORKS FACILITY**

**WHEREAS**, in December of 2012, the Board elected to use the Construction Manager at Risk (CMR) alternative delivery method for the construction of the new Public Works facility.

**WHEREAS**, the statutes that govern the CMR delivery method don't reconcile with Douglas County's Purchasing Policies; and

**WHEREAS**, the Board's adopted Purchasing Policy does not permit deviations unless the Board waives its application; and

**WHEREAS**, within the Policy are procedural and substantive requirements for the bidding process that McCown Gordon has agreed and is required to use, including publication requirements and other non-project-specific bid information, for the subcontracting of work on the new Public Works facility; and

**WHEREAS**, the Board believes that even though this Resolution will waive the Purchasing Policies for the CMR's subcontracting of work on the new Public Works facility, the project will substantially follow its Purchasing Policy requirements under the management of the CMR, including the following requirements:

1. a bid notice;
2. a request for bids;
3. supplying other bidding information as prepared by the CMR and the Board;
4. publication of the bidding opportunity;
5. a time for the opening of bids;
6. CMR evaluation of the bids;
7. an award to the "lowest responsible bidder"; and
8. making the bids available for public review.

**WHEREAS**, the Board has concluded that waiver in this instance is in the best interests of the welfare and quality of life of the citizens of Douglas County.

**NOW THEREFORE**, BY THE BOARD, SITTING IN REGULAR SESSION THIS 5<sup>th</sup> DAY OF MARCH, 2014, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Action to be instituted. The Douglas County Purchasing Policy is hereby waived only as to the subcontracting by the Construction Manager at Risk for the alternative project delivery program for new Public Works facility project. The Construction Manager at Risk shall remain obligated to comply with its statutory, contractual and other obligations.

SECTION 2. Effective Date. This Resolution and shall take effect and be in force upon its adoption by the Board.

PASSED, APPROVED and ADOPTED by the Board of County Commissioners of Douglas County, Kansas on March 5, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS:

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Nancy Thellman, Chair

---

Mike Gaughan, Member

---

Jim Flory, Member

ATTEST:

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Jameson D. Shew, County Clerk





February 27, 2014

Mrs. Sarah Plinsky  
Douglas County, KS  
1100 Massachusetts  
Lawrence KS 66044

RE: Douglas County Public Works Facility  
Subcontractor Selection

Dear Sarah:

Our team is excited about the next step in the construction process for the Douglas County Public Works Facility: subcontractor selection!

McCownGordon's process for selecting subcontractors is outlined on the following page, and can be summarized as follows:

1. A formal bid solicitation and instructions to bidders will be published for ten days in the Lawrence Journal World, Sunflower Classifieds, Baldwin City Signal and Tonganoxie Mirror. In addition, the Public Works staff will publish the bid information via Demand Star.
2. All subcontractors are asked to submit pre-qualification data to our third party evaluator, Lockton Companies. Lockton will evaluate each subcontractor's financial information, safety records and project experience and provide a summary "score" to McCownGordon.
3. Construction documents, sample contracts, insurance requirements and the project schedule will be made to pre-qualified bidders via a shared website.
4. A pre-bid conference will be held for all subcontractors to ask questions, tour the site and get familiar with the project. Any questions asked during the pre-bid conference will be documented in writing and distributed to all bidders.
5. Subcontractor bids will be received, evaluated, and tabulated by McCownGordon. A summary of all bids received will be distributed to the team.
6. McCownGordon will present formal subcontractor selection recommendations to the Design Committee for approval.

If you should have any questions or additional information is needed, please feel free to contact me at your earliest convenience.

Respectfully,

Emily Brown  
Project Executive

cc: ET/MH  
Project File / Precon

## SUBCONTRACTOR SELECTION PROCESS

