

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, JUNE 18, 2014

4:00 p.m.

### CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of an EDC Easement Agreement (Craig Weinaug)
- (c) Consider approval of Cereal Malt Beverage License for Clinton Marina Parking Lot Special Event (Clerk's Office);
- (d) Consider authorizing full payment (\$16,681.97) of the KDOT Tower Lease Agreement for years 2013 - 2027 as part of the new Douglas County P25 800MHz Radio Project. (Scott Ruf);
- (e) Consent Agenda approval of Chip Seal contract with Vance Brothers, Inc. Project No. 2014-1 Chip Sealing various County roads (Keith Browning)

### REGULAR AGENDA

- (2) Consider awarding construction contract to low bidder for Project No. 2012-14, Route 458 improvements from E 1050 to US-59 highway (Keith Browning)
- (3) **Z-14-00072**: Consider a request to rezone approximately 87 acres from IG (General Industrial) District to County A (Agricultural) District, located at 2200 Noria Rd and 4600 E 23<sup>rd</sup> St. Submitted by Barber Emerson, for Economic Development Corporation of Lawrence and Douglas County, property owner of record. (PC Item 1B; approved 9-0 on 5/19/14) David Guntert is the Planner.
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments  
**Douglas County Senior Services Board of Directors – (1) vacancy 04/2014**  
**Fire District 2 (5) positions**  
**Fire District 3 (5) positions**  
**Jayhawk Area Agency on Aging Board of Directors – (2) vacancies**  
**Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies**  
**Lawrence-Douglas County Advocacy Council on Aging (5) - vacancies**
- (c) Public Comment
- (5) Adjourn

## WEDNESDAY, JUNE 25, 2014

6:35 p.m.- Public Hearing for creation of Fire District for Marion Township

## WEDNESDAY, JULY 2, 2014 – 4 p.m. Only

## WEDNESDAY, JULY 9, 2014

## WEDNESDAY, JULY 16, 2014 - Canceled

## WEDNESDAY, JULY 23, 2014

## WEDNESDAY, JULY 30, 2014

-Neighborhood Revitalization Act project for 1106 Rhode Island and 1101/1115 Indiana Street (Diane Stoddard)

*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.*

**AD - Weinaug, Craig**

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**To:** County Commission  
**Subject:** Attached Easement Request

The attached easement request will enable a relandscaping of the entrance to the East Hills industrial park, that will be paid by the dues received from the businesses located in the East Hills Park. I recommend that you approve the easement as presented. There is no cost to the county.

*G. Craig Weinaug*  
Craig Weinaug  
County Administrator  
[cweinaug@douglas-county.com](mailto:cweinaug@douglas-county.com)

## EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is granted this \_\_\_\_ of \_\_\_\_\_, 2014, by and between BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("**Grantor**") and ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY ("**Grantee**").

### **RECITALS**

A. Grantor is the owner of a tract of real estate hereinafter described as ("**Tract A**"), legally described as shown on the attached **Exhibit A** which is located on Lot 2, Block 4, East Hills Business Park, Lawrence Kansas (the "**Property**").

B. Grantor shall grant an Easement for access to install and maintain landscape improvements to be located on Tract A, all in accordance with the conditions of this Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and obligations contained in this Easement and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Easement for Access To Install and Maintain Landscaping.** Grantor hereby grants, establishes and dedicates a permanent Easement along and over Tract A to install, maintain, renew, replace, relocate and remove landscaping improvements selected by Grantee at Grantee's discretion upon Tract A together with the right of ingress to and egress from Tract A, and the location of such Easement is further depicted on the attached **Exhibit B**.

2. **Easement to Run with the Land.** The Easement described in Section 1 of this Agreement (the "**Easement**") shall run with the land and shall be for the joint and nonexclusive use and benefit of Grantee, Grantee's successors and assigns.

3. **Use and Maintenance.**

a. The use of the Easement shall be permanent, nonexclusive, and held in common by Grantor, Grantee, and their successors and assigns. Grantor may continue to use and shall be afforded frontage, and ingress and egress upon and across the Easement to existing public streets or rights of way, substantially similar to the uses existing prior to the date of this Agreement; subject, however, to the Grantee's rights as provided in this Agreement.

b. No building, structure, obstruction, or other improvement of any kind which interferes with the intended use of the Easement shall be constructed, installed, or maintained in or upon the Easement.

c. Nothing in this Agreement shall be deemed to preclude the owners of Tract A and the Property from doing or causing to be done any work, improvements or use of Tract A and the Property so long as such does not interfere with the Grantee's Easement.

4. **Right to Enjoin.** In the event of any violation or threatened violation by the owner, lessee, or occupant of Tract A or the Property of any of the terms, restrictions, covenants, or conditions provided herein, the other owners, or their respective successors or

assigns, shall have, in addition to the right to collect damages, the right to enjoin such violation, or threatened violation.

5. **Indemnification.** Grantee agrees to indemnify and save harmless Grantor from and against all claims, expenses, costs, contractor liens, or mechanics liens arising from the Grantee's use of the Easement.

6. **Modification.** This Agreement may be extended, modified, or amended only with the written consent of Grantor and Grantee or the successors and assigns of such parties.

7. **Termination.** This Agreement and Grantee's rights and obligations under this Agreement may be abandoned and terminated, in full or in part, by a written instrument, signed by Grantee or by Grantee's successors or assigns, and filed of record in the office of the Register of Deeds of Douglas County, Kansas.

8. **Covenant Running With the Land.** The Easement described in this Agreement shall at all times be construed as a covenant running with the land and shall be binding upon the owner or owners of Tract A and the Property and all parties claiming under them and shall be for the benefit of and limitations upon all future owners of such real estate.

**IN WITNESS WHEREOF**, this Agreement is executed the day and year first above written.

**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY

\_\_\_\_\_  
By: Cindy Yulich, Chair of the Board of Directors

**STATE OF KANSAS, COUNTY OF DOUGLAS ) ss:**

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Appointment Expires: \_\_\_\_\_

**STATE OF KANSAS, COUNTY OF DOUGLAS ) ss:**

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Cindy Yulich, Chair of the Board of Directors, Economic Development Corporation of Lawrence and Douglas County.

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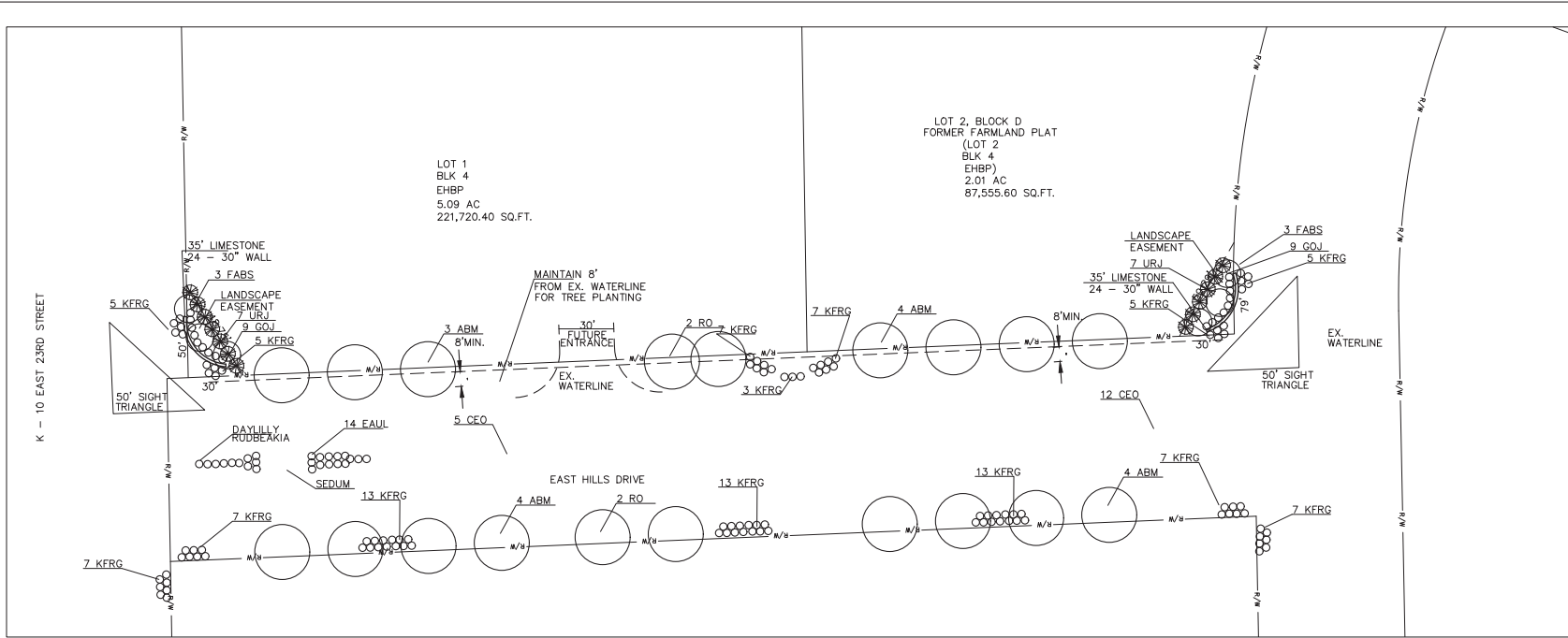
Notary Public  
My Appointment Expires: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description)

A PORTION OF LOT 2, BLOCK 4, EAST HILLS BUSINESS PARK A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 01°19'36" EAST, ALONG THE WEST RIGHT OF WAY OF EAST HILLS DRIVE, A DISTANCE OF 30.00 FEET; THENCE NORTH 57°45'50" WEST, A DISTANCE OF 59.27 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF GREENWAY CIRCLE; THENCE ON A CURVE TO THE LEFT ALONG SAID RIGHT OF WAY HAVING A RADIUS OF 520.00 FEET, AN ARC LENGTH OF 28.60 FEET, A CHORD BEARING SOUTH 87°28'18" EAST AND A CHORD LENGTH OF 28.60 FEET, THENCE SOUTH 89°02'50" WEST CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING; CONTAINING 737 SQUARE FEET, MORE OF LESS.

# EXHIBIT B



## Site Summary

LOT 1 & LOT 2 BLK 4 EHP AREA (SQ. FT.)		LOT 1 (221720.40) LOT 2 (87555.60) AREA (SQ. FT.)	
EXISTING BUILDINGS	0	PROPOSED BUILDINGS	0
EXISTING PAVEMENT	0	PROPOSED PAVEMENT	0
EXISTING IMPERVIOUS	309,276	PROPOSED IMPERVIOUS	0
EXISTING PERVIOUS	0	PROPOSED PERVIOUS	309,276
PROPERTY AREA	309,276	PROPERTY AREA	309,276

INTERIOR GREENSPACE REQUIRED:  
 REQUIRED = NUMBER OF STALLS x 40 S.F. = REQUIRED INTERIOR LANDSCAPING  
 0 x 40 S.F. = 0 S.F. = 0 S.F. = PROVIDED INTERIOR LANDSCAPING  
 PROVIDED = 0 S.F. = PROVIDED INTERIOR GREENSPACE

### INTERIOR LANDSCAPING REQUIRED:

NUMBER OF STALLS/10 = 1 SHADE TREE AND 3 SHRUBS  
 15/10 = 1.5 SHADE TREES AND 4.5 SHRUBS REQUIRED  
 2 SHADE TREES AND 5 SHRUBS = REQUIRED INTERIOR LANDSCAPING  
 4 SHADE TREES AND 9 SHRUBS = PROVIDED INTERIOR LANDSCAPING

### STREET TREES REQUIRED:

1 SHADE TREE/40 L.F. OF PUBLIC OR PRIVATE STREET FRONTAGE, OR PORTION THEREOF.  
 LOT 1, BLK 4 = EAST HILLS DRIVE  
 338 L.F./40 L.F. = 8 STREET TREES REQUIRED EAST HILLS DR. FRONTAGE  
 = 0 TREES PROVIDED WITH EXISTING VEGETATION  
 0 EXISTING TREES 8 PROPOSED TREES  
 LOT 2, BLK 4 = EAST HILLS DRIVE  
 233 L.F./40 L.F. = 6 STREET TREES REQUIRED EAST HILLS DR. FRONTAGE  
 = 0 TREES EXISTING VEGETATION  
 0 EXISTING TREES 7 PROPOSED TREES

### PERIMETER PARKING REQUIREMENTS:

PERIMETER PARKING REQUIRES 1 SHADE TREE OR ORNAMENTAL TREE PER 25 L.F. OF PARKING LOT FRONTAGE  
 0 L.F./25 L.F. = 0 (0 TREES REQUIRED)  
 = 0 TREES PROVIDED

BUFFERYARD REQUIRED: NONE AT THIS TIME.

## General Notes

- OWNER: GHB INVESTORS 4705 CHERRY HILL CT. LAWRENCE, KS 66044  
 DOUGLAS COUNTY 1100 MASSACHUSETTS LAWRENCE, KS 66044
- LAND PLANNER/ENGINEER: LANDPLAN ENGINEERING, P.A. 1310 WAGARUSA DRIVE LAWRENCE, KS 66049
  - TOPOGRAPHIC INFORMATION OBTAINED FROM A CITY OF LAWRENCE AERIAL.
  - EXISTING LAND USE: VACANT
  - PROPOSED LAND USE: INDUSTRIAL
  - EXISTING ZONING: I-2
  - PROPOSED ZONING: I-2

## Legal Description

LEGAL DESCRIPTION  
 LOT 1 BLOCK 4, EAST HILLS BUSINESS PARK AND LOT 2, BLOCK D, FORMER FARMLAND PLAT ALL IN THE CITY OF LAWRENCE, KANSAS.

**Civil Engineering**  
**Landscaping Architecture**  
**Community Planning**  
**Surveying**

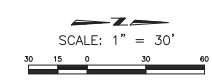
**Landplan Engineering, P.A.**  
 1310 Wagarus Drive  
 Lawrence, KS 66049  
 Phone: 785-842-2700  
 Fax: 785-842-2701  
 www.landplaneng.com

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**EAST HILLS BUSINESS PARK  
 ENTRANCE LANDSCAPING  
 2200 EAST HILLS DRIVE  
 LAWRENCE, KANSAS**

REV.	DATE	DESCRIPTION
1	11/15/13	ISSUED FOR PERMIT
2	11/15/13	REVISIONS
3	11/15/13	REVISIONS
4	11/15/13	REVISIONS
5	11/15/13	REVISIONS
6	11/15/13	REVISIONS
7	11/15/13	REVISIONS
8	11/15/13	REVISIONS
9	11/15/13	REVISIONS
10	11/15/13	REVISIONS

DATE: 3/26/13  
 PROJECT NO.: 2010201  
 DESIGNER: CLM  
 DRAWN BY: CLM  
 CHECKED BY: CLM



ISSUE SHEET NO.  
**A L100**  
 OF 1 SHEETS

FILE NAME: G:\2012\1237\CAD\Planning\SP\121237\_Landscape\_Site Plan.dwg LAST SAVED BY: Cl. Maurer SAVED DATE: 5/22/2013 2:42 PM PLOTTED: 5/22/2013 2:45 PM

**RESOLUTION \_\_\_\_\_**

**WHEREAS**, on the **18<sup>th</sup> day of June 2014**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Marina Parking Lot Special Event** for a cereal malt beverage license came up for considerations by the above board and

**WHEREAS**, the Board does find that said **Clinton Marina Parking Lot Special Event** is qualified under the law to sell cereal malt beverages for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

**WHEREAS**, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

**NOW THEREFORE, BE IT RESOLVED** that the applicant, **Clinton Marina Parking Lot Special Event** granted a license to sell cereal malt beverage for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

**BE IT FURTHER RESOLVED**, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Jameson Shew, Douglas County Clerk



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2014

SPECIAL LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON MARINA PARKING LOT SPECIAL EVENT**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED  
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**1329 E 800 Road, LAWRENCE, KS Application therefore on file in the office of the County Clerk of Douglas County,  
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the  
board of County Commissioners.**

**This License will expire: 12:00 midnight June 21<sup>st</sup>, 2014 unless sooner revoked, is not transferable, nor will any refund  
be allowed thereon.**

**Done by the Board of County Commissioners of Douglas County, Kansas**

**This 18<sup>th</sup> Day of June 2014**

Attest: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman



## DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11<sup>th</sup> Street, Unit 200  
Lawrence, KS 66044

phone: (785) 832-5237  
fax: (785) 330-2801

website: [www.douglas-county.com](http://www.douglas-county.com)  
email: [ecdept@douglas-county.com](mailto:ecdept@douglas-county.com)

### MEMORANDUM

**SCOTT W. RUF**  
*Director*

**911 ADVISORY BOARD**

**SHERIFF KENNETH MCGOVERN**  
Douglas County  
*Chairman*

**CHIEF MARK BRADFORD**  
Lawrence Douglas County  
Fire-Medical Services  
*Vice Chairman*

**CHIEF TARIK KHATIB**  
Lawrence Police Department

**CHIEF RALPH OLIVER**  
Kansas University

**CHIEF CHRIS MOORE**  
City of Eudora Fire Dept.  
Wakarusa Township Fire Dept.

To : Board of County Commissioners

From : Scott W. Ruf, Director of Emergency Communications

Date : June 11, 2014

Re : Consent Agenda item authorizing full payment (\$16,681.97) of the KDOT Tower Lease Agreement for years 2013 - 2027 as part of the new Douglas County P25 800MHz Radio Project/.

Funds for this lease is an authorized expense of the 911 Fee Fund.

As part of the Douglas County P25 Radio Project the County Commissioners approved a 15-year Tower Lease Agreement with the Kansas Department of Transportation on July 17, 2013 for use of their Lawrence Tower Site as part of the Douglas County Radio System which provides for connectivity back to the KDOT Master Site. This site is critical in the day-to-day operations of Douglas County public safety agencies and provides for regional and statewide communications interoperability.

**Action Required:** Consent Agenda authorization for Emergency Communications Director to pay the KDOT Tower Lease in the amount of \$16,681.97.

# TOWER ACCESS LEASE INVOICE

PLEASE REFER TO THIS NUMBER  
ON ALL MATTERS  
REGARDING YOUR ACCOUNT

**TAL #120055 - Final**

Customer Name Scott Ruf, Director  
Organization Douglas County Emergency Communications  
Street Address 111 E 11th St  
City State Zip Lawrence, KS 66044

Date of Invoice  
**June 13, 2014**

DATE	CODE NO.	REFERENCE	QTY	CHARGES	CREDITS	BALANCE
BALANCE FORWARD			Per Unit			

6/13/2014	0	Access Lease Payment	1	\$16,681.97	Final	\$16,681.97
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**PLEASE REMIT THIS AMOUNT \$16,681.97**

**CODE NUMBER:**

0 = Access Lease	8 = Engineering Analysis
1 = Radio Equipment Lease	9 = Utility Cost Re-imbursement
2 = Antenna/Cable Installation	10 = Sales Tax
3 = Antenna/Cable Maintenance	11 = Other
4 = Antenna/Cable Removal	12 = Equipment Shelter Installation
5 = Radio Equipment Installation	13 = Interest
6 = Radio Equipment Maintenance	
7 = Radio Equipment Removal	

Please make check payable to:

**KANSAS DEPARTMENT OF TRANSPORTATION  
DWIGHT D. EISENHOWER STATE OFFICE BUILDING  
700 SW HARRISON ST, TOPEKA, KS 66603-3754**

**Accounts are payable by the 15th of the month.**

NOTE: Checks received after the above date will be credited in the following month.

LAW OFFICES  
**JONATHAN P. SMALL, CHARTERED**  
800 S.W. Jackson, Suite 808  
Topeka, Kansas 66612-2220  
Voice - 785/234-3686  
Fax - 785/234-3687  
Email - [jpsmall@ipschtdlaw.com](mailto:jpsmall@ipschtdlaw.com)

October 25, 2013

Scott W. Ruf, Director of Emergency Communications  
Jamie Shew, County Clerk  
Evan Ice, Douglas County Counselor  
Douglas County Courthouse  
1100 Massachusetts Street, 1st level  
Lawrence, KS 66044

Re: Access Lease (the "TAL") Agreement / Communication System Tower  
Project No. TAL 120055, dated August 1, 2013  
Douglas County, Kansas (the "County")  
Kansas Department of Transportation (the "KDOT")

Dear Mr. Ruf, Mr. Shew, and Mr. Ice:

I have enclosed for your records the final executed Tower Access Lease Agreement for the above referenced matter the following:

- a. Access Lease Agreement for CSAL Project No. TAL 120055, dated October 1, 2013, between KDOT and the County;
- b. the County's Resolution 13-24 dated July 17, 2013; and
- c. the County's Excerpt of Minutes of Meeting for July 17, 2013.

Please advise should you have any questions, comments or concerns. Thank you.

Very truly yours,  
JONATHAN P. SMALL, CHARTERED



Jonathan P. Small, Chartered  
Special Counsel to  
Kansas Department of Transportation

JPS: ckh  
Enclosure

CC: Vicky Shanley

**RESOLUTION NO. 13-24**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN ACCESS LEASE AGREEMENT BETWEEN DOUGLAS COUNTY, KANSAS, AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF LEASING ACCESS TO CERTAIN COMMUNICATION SYSTEM EQUIPMENT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID ACCESS LEASE AGREEMENT.**

WHEREAS, K.S.A. 2012 Supp. 75-5073 *et seq.*, as amended from time to time (the "Act"), authorizes the Secretary of Transportation (the "Secretary") of the State of Kansas (the "State") to lease access to certain communication system equipment to public safety agencies and governmental entities to the extent such access is not required by the Kansas Department of Transportation or other public safety agencies; and

WHEREAS, Douglas County, Kansas (the "Lessee"), is a Governmental Unit as said term is defined in the Act; and

WHEREAS, the governing body of the Lessee hereby finds and determines that it is necessary and desirable to enter into a certain Access Lease Agreement with the Secretary in substantially that form as presented to the Board at the open meeting in which this Resolution is considered (the "Access Lease Agreement") and to complete and execute certain other documents relating thereto, and to take certain other actions as may be required in order to implement the Access Lease Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, KANSAS:**

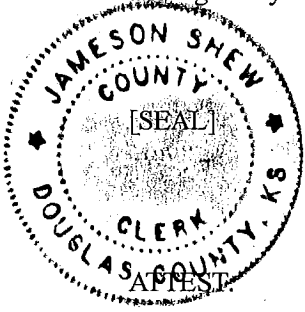
**Section 1. Authorization of Access Lease Agreement.** The Lessee is hereby authorized to enter into the Access Lease Agreement with an effective date of August 1, 2013, with the State of Kansas acting by and through the Kansas Department of Transportation (the "Lessor") to have access to and utilize certain of Lessor's communication equipment (as defined in said Access Lease Agreement). The Chairman of the Board of County Commissioners (the "Chairman") and County Clerk are hereby authorized to execute the Access Lease Agreement in substantially the form presented to the governing body at its meeting held on this date, with such changes or modifications thereto as may be approved by the Chairman and Lessee's legal counsel, the Chairman's execution of the Access Lease Agreement being conclusive evidence of such approval.

**Section 2. Further Authority.** The Chairman, County Clerk and other officials, including Lessee's legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may hereafter approve, and the execution or taking of all such action shall be conclusive evidence of such necessity or advisability.


**Section 3. Governing Law.** This Resolution and the Access Lease Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

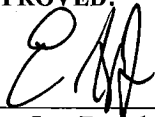
**Section 4. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body.

ADOPTED by the governing body of Douglas County, Kansas, on July 17, 2013,  
and signed by the Chairman.



  
\_\_\_\_\_  
Mike Gaughan, Chairman  
Board of County Commissioners

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

APPROVED:  
  
\_\_\_\_\_  
Evan Ice, Douglas County Counselor

\*\*\*\*\*  
**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
DOUGLAS COUNTY, KANSAS,  
HELD ON JULY 17, 2013.**

The Governing Body met in regular session at the County Commission chambers in the Courthouse, at 1100 Massachusetts, Lawrence, KS, the following members being present and participating, to-wit:

Commissioners Gaughan, Thellman, and Flory

Absent: none

The Chairman declared that a quorum was present and called the meeting to order.

\*\*\*\*\*  
(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN ACCESS LEASE AGREEMENT BETWEEN DOUGLAS COUNTY, KANSAS, AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF LEASING ACCESS TO CERTAIN COMMUNICATION SYSTEM EQUIPMENT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID ACCESS LEASE AGREEMENT.**

Thereupon, Commissioner Gaughan moved that said Resolution be adopted. The motion was seconded by Commissioner Thellman. Said document was duly read and considered, and upon being put, the motion for the said adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

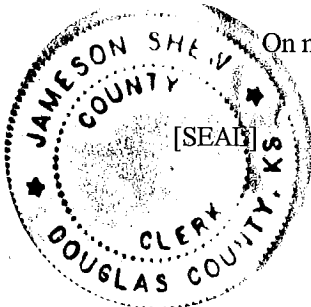
Yes: 3

No: 0

Thereupon, the Chairman declared said Resolution duly adopted and was then duly numbered No. 13-24, and was signed by the Chairman and attested by the County Clerk

\*\*\*\*\*  
(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.



*[Signature]*  
Jamie Shew, County Clerk

ACCESS LEASE AGREEMENT

BETWEEN

**KANSAS DEPARTMENT OF TRANSPORTATION**  
AS LESSOR

AND

**DOUGLAS COUNTY, KANSAS**  
AS LESSEE

DATED AUGUST 1, 2013

(KANSAS DEPARTMENT OF TRANSPORTATION  
COMMUNICATION SYSTEM INFRASTRUCTURE)

CSAL Project No. **TAL120055**



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*Exhibit B* - Lessee’s notice address, schedule of lease payments, equipment description  
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Form DA-146a - Kansas Department of Administration, Contractual Provisions Attachment

**KANSAS DEPARTMENT OF TRANSPORTATION  
COMMUNICATION SYSTEM INFRASTRUCTURE**

**ACCESS LEASE AGREEMENT**

This Access Lease Agreement, dated August 1, 2013, hereinafter referred to as the "Lease Agreement" is between the Kansas Department of Transportation as Lessor (the "Lessor") and Douglas County, Kansas, as Lessee (the "Lessee"), a political subdivision of the State of Kansas having its principal offices at Douglas County Courthouse, Lawrence, Kansas.

**WITNESSETH:**

**WHEREAS**, the Lessor, pursuant to K.S.A. 2012 Supp. 75-5073 *et seq.*, hereinafter referred to as "Act," does hereby propose to lease certain space on the Communication System Tower located upon the Premises, both capitalized terms as hereinafter defined, to the Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, pursuant to the foregoing, the Lessor desires to lease certain space on the Communication System Tower located upon the Premises to the Lessee and the Lessee desires to lease certain space on the Communication System Tower located upon the Premises, for the Lease Payments and upon the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants, and agreements herein contained, the Lessor and the Lessee do hereby represent, covenant, and agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Definitions of Words and Terms.** In addition to any words and terms defined elsewhere in this Lease Agreement, capitalized words and terms used in this Lease Agreement shall have the meanings given to such words and terms in this **Section 1.1**.

"**Act**" means K.S.A. 2012 Supp. 75-7073 *et seq.* as amended from time to time.

"**Communication System Tower**" means the Department's Communication System Tower as described in *Exhibit A*, which is attached hereto and incorporated herein.

"**Effective Date**" means August 1, 2013.

"**Department**" means the Kansas Department of Transportation.

"**Equipment Shelter**" means the Department's structure located on the Premises that houses communications equipment including the Rack Space as described in *Exhibit A*, which is attached hereto and incorporated herein, but which does not include the Communication System Tower.

"**FCC**" means the United States Federal Communications Commission.

"**Impositions**" means all federal, state, or local taxes, general and special assessments, fees, and regulatory charges of whatever nature which may be lawfully taxed, charged, levied, assessed, or imposed

upon or against the Communication System Tower or any part thereof leased hereby to Lessee.

**“Lessee’s Equipment”** means that personal property described as Lessee’s equipment at *Exhibit B-2*, which is attached hereto and incorporated herein.

**“Lease Agreement”** means this Access Lease Agreement between Lessor and Lessee dated the Effective Date, along with any Supplements or Amendments to this Lease Agreement made in accordance with the provisions hereof.

**“Lease Payment”** means the amount which is due and payable on the Lease Payment Date in the amount shown as the “Lease Payment Amount,” as described on *Exhibit B-3*, which is attached hereto and incorporated herein, and shall include a Communication System Tower access component and an Equipment Shelter access component.

**“Lease Payment Date”** means the date described and provided at *Exhibit B-1*, attached hereto.

**“Lease Term”** means the Original Term and any Renewal Terms.

**“Maximum Lease Term”** means the Original Term and all Renewal Terms through the final Lease Payment Date listed on *Exhibit B-3*.

**“Notice Address”** means:

(1) With respect to the Lessor:

Kansas Department of Transportation  
700 SW Harrison Street  
Topeka, Kansas 66612-3754  
Attention: Director of Administration

with a copy to its Chief Counsel at the same address

(2) With respect to the Lessee:

that address as provided at *Exhibit B-1*, attached hereto.

**“Original Term”** means the initial term of this Lease Agreement beginning as of the Effective Date and ending on the last day subject to earlier termination as provided herein.

**“Premises”** means that real property described at *Exhibit A*, which is attached hereto and incorporated herein.

**“Prerequisites”** means the requirements, including, but not limited to, structural analysis and interference analysis, set forth in *Exhibit C* that must be successfully completed by Lessee prior to execution of this Agreement.

**“Public Safety Agency”** means any governmental agency providing law enforcement, emergency management, fire fighting, ambulance, emergency medical, or other emergency services.

**“Rack Space”** means that physical space located within the Equipment Shelter provided specifically to house Lessee’s Equipment as described at *Exhibit B-2* having the dimensions of twenty inches in width by twenty-four inches in depth and ninety inches in height (20” X 24” X 90”).

**“Renewal Term”** shall mean that one year period following the expiration of the Original Term or

any subsequent Renewal Term authorized under the Lease Agreement.

“**Secretary**” means the Kansas Secretary of Transportation.

“**State**” means the State of Kansas.

“**Utilities**” means the equipment, labor, and actual costs of providing and supplying propane gas, electrical and telephone service (if required) to Lessee’s Equipment.

**Section 1.2. Rules of Interpretation.**

(a) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, and corporations, including public bodies, as well as natural persons.

(b) All references in this Lease Agreement to designated “Articles,” “Sections,” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections, and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section, or other subdivision.

**ARTICLE II  
REPRESENTATIONS**

**Section 2.1. Representations by the Lessor.** The Lessor makes the following representations:

(a) Lessor is a duly created state agency existing under the Constitution and laws of the State. Under the provisions of the Act, Lessor has the power to enter into and perform the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(b) Lessor, except as otherwise provided herein, will not, during the Lease Term, in whole or in part, assign, lease, hypothecate, or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim, or encumbrance to be placed against the leasehold interest conveyed hereby to the Lessee, provided and for so long as Lessee’s use of the leasehold interest conveyed by Lessor hereunder does not interfere with or otherwise reduce Lessor’s ability to use the Communication System Tower or Equipment Shelter or reduce or impair the ability of any prior existing Public Safety Agency’s to use the Communication System Tower or Equipment Shelter.

(c) Lessor owns fee title to the Premises, the Communication System Tower, and the Equipment Shelter.

(d) The Secretary has duly authorized the execution and delivery of this Lease Agreement.

**Section 2.2. Representations by the Lessee.** The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee is a political subdivision of the State of Kansas.

(b) The Lessee has lawful power and authority to enter into this Lease Agreement and to carry out its obligations hereunder and by proper action of the Lessee’s Governing Body has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(c) The Lessee's Board of County Commissioners adopted Resolution No. 13-24 which authorized the Lease Agreement with the Lessor.

(d) The Lessee will not use the leasehold interest conveyed by Lessor hereunder in any manner, whether directly or indirectly, which will or tends to interfere with or otherwise reduce Lessor's or any prior existing Public Safety Agency's use of the Communication System Tower or the Equipment Shelter, or any other prior existing governmental or non-governmental use of the Communication System Tower or Equipment Shelter.

### ARTICLE III GRANTING PROVISIONS

**Section 3.1. Granting of Leasehold Estate.** Lessor, in consideration of the Lease Payment, covenants, and agreements of the Lessee, hereinafter set forth, does agree to lease to Lessee space within the equipment shelter and necessary space on the Communication System Tower located on the Premises, as described at *Exhibit A*.

#### **Section 3.2. Lease Term.**

(a) The Original Term shall commence as of the Effective Date and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one (1) year Renewal Term; provided that the final Renewal Term shall not extend beyond the final Lease Payment Date set forth on *Exhibit B-3*. Lessee shall be deemed to have exercised its option to continue this Lease Agreement for the next Renewal Term unless Lessee shall have terminated this Lease Agreement pursuant to **Section 3.3**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

(b) Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease Agreement through the Maximum Lease Term and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Lease Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease Agreement for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

(c) If the Communication System Tower and/or the Equipment Shelter are damaged by fire, casualty, natural disaster, or other similar cause so as to render it and/or them untenable, the Lease Payments shall abate from the date of such damage and shall not resume until the Communication System Tower and/or Equipment Shelter are restored to tenable condition. In the event the damage shall render restoration by the Lessor impossible within sixty (60) days of the time of such damage, Lessee may elect to void this lease and the obligation to occupy and to pay any unpaid balance of the Lease Payments shall cease from the date of said damage; provided, that the unpaid balance of Lease Payments due and owing Lessor shall be prorated as of such termination date and paid in full by the Lessee. Any prepaid Lease Payment shall be returned to the Lessee for the period the Communication System Tower, and/or the Equipment Shelter are untenable.

(d) Lessor reserves the right to terminate this Lease Agreement for any of the following reasons:

1. Lessor shall have the right to terminate this Lease Agreement if Lessee fails to comply with FCC regulations or if Lessee's use of the Communication System Tower and/or Equipment Shelter interferes with Lessor's or any other prior existing tenant's use of said Communication System Tower and/or Equipment Shelter; provided, however, Lessor notifies Lessee in writing of such failure. If Lessee fails to cure the failure within thirty (30) days after date Lessor deposits in United States Mail, postage prepaid and restricted delivery addressed to Lessee a notice to cure such failure, Lessor will notify the Lessee that this Lease Agreement will be terminated thirty (30) days from the date of such notice.

2. Lessor shall have the right to terminate this Lease Agreement for violation of any provision of this Lease Agreement; provided, however, that the Lessor notifies the Lessee in writing and the Lessee fails to correct the violation within thirty (30) days of the date Lessor deposits in the United States Mail, postage prepaid and restricted delivery addressed to Lessee a written notice thereof. It shall be the responsibility of the Lessee to notify Lessor upon correction of the violation.

**Section 3.3. Nonappropriation.** Lessee is obligated only to pay such Lease Payments under this Lease Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Lease Payments following the then current Original Term or Renewal Term, this Lease Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term.

**Section 3.4. Maintenance of Lessee's Equipment.** Lessee shall be responsible for and shall pay for all necessary maintenance and repairs to Lessee's Equipment, except such maintenance and repairs as may be necessitated by or as a result of the fault or negligence of Lessor or any agent of Lessor, in which case the costs of such reasonable repairs shall be charged to and paid by Lessor.

**Section 3.5. Removal of Lessee's Equipment.** All Lessee's Equipment placed upon the Communication System Tower and/or within the Equipment Shelter by Lessee during the Original Term or any Renewal Term shall remain the sole property of Lessee and shall be removed by the Lessee upon termination of this Lease Agreement. If Lessee fails to remove Lessee's Equipment from the Communication System Tower and/or from within the Equipment Shelter within a thirty (30) days of the date Lessor deposits in the United States Mail, postage prepaid and restricted delivery addressed to Lessee a notice of such requirement to remove Lessee's Equipment subsequent to the termination of this Lease Agreement, Lessor may remove Lessee's Equipment at Lessee's expense.

#### ARTICLE IV LEASE PAYMENTS

**Section 4.1. Lease Payments.** Lessee agrees to make the Lease Payment on the Lease Payment Date according to the Lease Payment Schedule contained in *Exhibit B-3*. The initial Lease Payment shall be made within thirty (30) days of the execution of this Lease Agreement.

**Section 4.2. Lease Payments and Other Amounts Payable Hereunder Constitute Current Expense.** The obligation of Lessee to pay the Lease Payments and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefor out of the income

and revenue provided for such Fiscal Year and any insurance payments received by the Lessee as may be payable to Lessor hereunder.

**ARTICLE V  
OBLIGATIONS OF LESSOR AND LESSEE**

**Section 5.1. Obligations or Requirements of Lessor.**

(a) Upon satisfactory completion by Lessee of the Prerequisites, Lessor will provide Lessee with the written results of the Prerequisites.

(b) Lessor shall maintain at its expense the Communication System Tower and Equipment Shelter in proper working condition.

(c) Lessor shall furnish all propane service, generator electrical power and electrical outlets to support Lessee's Equipment.

(d) Lessor shall install or cause installation of Lessee's Equipment on the Communication System Tower and in the Equipment Shelter in compliance with all applicable FCC rules and regulations or the rules and regulations of any other agency having proper jurisdiction over said Communication System Tower and Equipment Shelter, including municipal and/or county electrical codes.

(e) Lessor shall not be required to purchase any insurance against loss or damage to any of Lessee's Equipment nor shall the Lessor establish any "self-insurance" fund to protect against any loss or damage to Lessee's Equipment. Under no circumstances shall Lessor be liable for damages to Lessee's Equipment unless caused by Lessor's gross negligence.

**Section 5.2. Obligations or Requirements of Lessee.**

(a) Lessee agrees to meet all Prerequisites of the Lessor as delineated in *Exhibit C*.

(b) Lessee shall bear the risk of any loss or damage to any of Lessee's Equipment and shall purchase insurance against loss or damage to personal property in an amount satisfactory to cover replacement costs of Lessee's Equipment; or Lessee, as a self-insured government entity, shall maintain sufficient funds to satisfy the replacement costs of such equipment and shall require that all contractors and sub-contractors maintain in effect Commercial General Liability, including Construction Liability, relating to Lessee's construction of the Premises and Equipment defined herein.

(c) Upon receipt of written approval from Lessor, Lessee will provide Lessee's Equipment listed in *Exhibit B-2* to Lessor for installation on the Communication System Tower. Lessee shall be responsible for the installation of Lessee's Equipment in the location designated by Lessor in the Equipment Shelter. Lessor agrees to install Lessee's Equipment, and Lessee shall be responsible for all costs incurred by Lessor to install Lessee's Equipment on the Communication System Tower. Lessor shall submit an itemized statement to Lessee. Lessee shall reimburse or otherwise pay all of such costs to Lessor. Further, Lessee agrees to any changes to the installation of Lessee's Equipment as required by Lessor. Lessor may approve and authorize Lessee's contractor or agent to install any of Lessee's Equipment, provided such approval and authorization shall be in writing and delivered to Lessee prior to any work so undertaken by Lessee's contractor or agent.

(d) Lessee shall make no alteration, addition, or improvement to the Communication System Tower or the Equipment Shelter or the Premises in any way without the prior written approval and authorization of Lessor. Any alterations, additions, and/or improvements made by the Lessee shall become the property of the Lessor upon termination of this Lease Agreement. Lessor shall have the right

to remove, or require Lessee to remove, all alterations, fixtures, and improvements at the Lessee's cost upon termination of this Lease Agreement. Lessee agrees that Lessee's Equipment and the installation, operation, and maintenance thereof will not damage the Communication System Tower or the Equipment Shelter, interfere with the maintenance of the Communication System Tower or its lighting system, or interfere with the operation of the Lessor's equipment or the equipment of other existing users, all of which are in place on the effective date of this Lease Agreement. In the event there is interference caused by Lessee's Equipment, for any reason other than the operation of defective Lessor equipment, Lessor, on behalf of Lessee, is authorized hereunder to take all necessary steps to correct and eliminate such interference at Lessee's expense. If said interference cannot be eliminated within a reasonable period of time, Lessee agrees to permit the removal of Lessee's Equipment from Lessor's Communication System Tower and /or Equipment Shelter and this Lease Agreement shall terminate without further obligation on either party, except as otherwise specified herein. Any interference that occurs due to a change in equipment by either Lessor or another of Lessor's existing tenants shall be eliminated at the expense of the user changing such equipment. Lessee shall maintain Lessee's Equipment placed on or around the Communication System Tower in a condition satisfactory to Lessor.

(e) Lessor agrees to have installed, connected and provided all Utilities required by Lessee's Equipment, and Lessee shall be responsible for all costs incurred by Lessor to install, connect and provide Utilities service to Lessee's Equipment. Lessor shall submit an itemized statement to Lessee in the form found at *Exhibit E*. Lessee shall reimburse or otherwise pay all of such costs to Lessor or the vendor providing the service as directed on such invoice and within thirty (30) days of the date of such statement. The cost of providing propane gas to operate Lessee's Equipment shall be divided equally among all lessees on the premises using propane gas from the same propane tank. Lessee shall be charged the full cost of providing electricity to operate Lessee's Equipment as shall be identified and specified by the electricity vendor. Lessor shall bill Lessee for electricity and propane gas on each February 1 for the previous twelve months (or fraction thereof) of the Original Term hereof and for each Renewal Term permitted hereunder.

(f) Lessee, as a self-insured government entity, shall maintain sufficient funds to satisfy the replacement costs of any loss of equipment and personal property defined herein, including construction liability; shall maintain sufficient funds for general accident and liability claims as required in this provision; and shall require that all contractors and sub-contractors maintain in effect commercial general liability insurance, including construction liability insurance, relating to Lessee's construction of the Premises and Equipment defined herein, and in the amounts provided for in this provision; or Lessee shall keep in full force and effect during the Lease Term including any renewals thereof general accident and public liability insurance covering the operations of Lessee's Equipment under which Lessee shall be named as insured and Lessor shall be named as an additional named insured. Lessee shall at all times during the Lease Term of this Lease Agreement maintain at its own expense worker's compensation and employers' liability insurance in accordance with appropriate laws on all employees used in the performance of this Lease Agreement, and shall maintain comprehensive general public liability and property damage insurance covering operations, products, completed operation, contractual and independent contractors' liability in minimum bodily injury amounts of \$2,000,000 per occurrence and aggregate or in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be cancelled by the Lessee thereof without at least thirty (30) days' advance written notice to Lessor, such insurance to be maintained throughout the Lease Term of this Lease Agreement.

(g) The following general insurance provisions shall apply to the policy required at subparagraph (f) above:

1. Prior to the expiration dates of any expiring policies, originals, or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Lessor, shall be



delivered by Lessee to Lessor. All policies of such insurance and all renewals thereof shall name Lessee as insured and Lessor as additional named insured as their respective interests may appear, shall contain a provision that such insurance may not be cancelled or amended by the issuer thereof without at least thirty (30) days' written notice to Lessor and Lessee and shall be payable to the Lessor and Lessee as their respective interests appear. Lessor and Lessee each hereby agree to do anything and all things necessary, be it the endorsement of checks or otherwise, to cause any such payment, as long as such payment is required by this Lease Agreement.

2. Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein, except that Lessee may be self-insured as to any required insurance coverage with the consent of the Lessor, which consent will not be unreasonably withheld.

3. Certificates of insurance evidencing the insurance coverage herein required shall be filed by Lessee with the Lessor continuously during the term of this Lease Agreement.

4. Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Lessor.

5. Each policy of insurance required herein may be provided through blanket policies maintained by Lessee.

#### ARTICLE VI MISCELLANEOUS PROVISIONS

**Section 6.1. Subletting and Assignment.** Lessee shall not assign, transfer, or sublet any of the Lessee's rights or privileges under this Lease Agreement to any person or other entity of any nature without the prior, written consent of Lessor.

**Section 6.2. Use of Communication System Tower and Equipment Shelter**

(a) Lessor shall furnish Lessee access to Lessee's Equipment in the Equipment Shelter provided under this Lease Agreement. It shall be the responsibility of the Lessee that the Lessor's existing security measures be maintained and shall remain intact as provided in *Exhibit D*, which is attached hereto and incorporated herein.

(b) Lessee acknowledges and agrees that only Lessor shall have access to the Communication System Tower. Lessee may have access to the Communication System Tower provided it secures Lessor's written consent and presence.

(c) Lessor and Lessee acknowledge that Lessee is a public safety agency and the purpose of this Lease Agreement shall be to provide the necessary emergency wireless communications services to first responders including law enforcement, emergency management, firefighting, ambulance, emergency medical, or other emergency services. In the event of emergency, whether declared by the State of Kansas under the authority vested by the Emergency Preparedness For Disasters Act, K.S.A. 48-904, *et. seq.*, or declared by the United States of America, or any federal agency or any branch of the U.S. military forces, Lessor shall use its best efforts to grant priority access to Lessee over any non-public safety agency lessee of the Premises, Communication System Tower, Equipment Shelter, Rack Space or any Easement thereto.

**Section 6.3. Liability for Damages and Losses.** Notwithstanding any language to the contrary, Lessor shall not be responsible for any damages or economic or non-economic losses, including, but not limited to, loss of profits, caused by the public, Lessor's employees, agents, or contractors, or use or

failure of the Lessor's Communication System Tower or any of its equipment, except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

**Section 6.4. Limitation of Warranty.**

**THIS LEASE AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USE OF THE COMMUNICATION SYSTEM TOWER AND EQUIPMENT SHELTER IS AT LESSEE'S OWN RISK, AND LESSOR DOES NOT WARRANT OR MAKE REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USING SAID COMMUNICATION SYSTEM TOWER OR EQUIPMENT SHELTER. LESSOR DOES NOT WARRANT THAT USE OF THE COMMUNICATION SYSTEM TOWER OR EQUIPMENT SHELTER WILL BE UNINTERRUPTED OR ERROR-FREE.**

**NOTHING IN THIS LEASE AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY BY LESSOR THAT LESSOR WILL MAINTAIN THE AVAILABILITY OF THE COMMUNICATION SYSTEM TOWER OR THE EQUIPMENT SHELTER THROUGHOUT THE TERM OF THIS LEASE AGREEMENT.**

**Section 6.5. Responsibility for Impositions.** Lessor shall not be responsible for, nor indemnify, Lessee for any Impositions which may be imposed or levied upon the subject matter of the Lease Agreement. Lessee shall be solely responsible for any Impositions which may be imposed or levied upon the subject matter of the Lease Agreement, and shall promptly pay and discharge the same when due.

**Section 6.6. Third Party Beneficiaries.** It is expressly agreed that no third party beneficiaries are intended to be created by this Lease Agreement, nor do the parties herein authorize anyone not a party to this Lease Agreement to maintain a suit for damages pursuant to the terms or provisions of this Lease Agreement.

**Section 6.7. Indemnity.** Lessee shall and hereby covenants and agrees to indemnify, protect, defend, and save Lessor harmless from and against any and all claims, demands, liabilities, and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on, or about the Communication System Tower and/or Equipment Shelter and resulting from any act or omission of Lessee or its agents and employees during the Lease Term hereof, and, upon timely written notice from Lessor, Lessee shall defend Lessor in any action or proceeding brought thereon; provided, however, that nothing contained in this **Section 6.7** shall be construed as requiring Lessee to indemnify Lessor for any claim resulting from any act or omission of Lessor, or its agents and employees.

**Section 6.8. Binding Effect.** This Lease Agreement shall inure to the benefit of and shall be binding upon Lessor and the Lessee and their respective successors and permitted assigns.

**Section 6.9. Severability.** In the event any provision of this Lease Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

**Section 6.10. Amendments, Supplements, and Modifications.** This Lease Agreement may not be amended, supplemented, or modified without the prior written consent of the parties.

**Section 6.11. Execution in Counterparts.** This Lease Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.12. Governing Law and Regulations.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations that are incorporated herein as a part of this Lease Agreement.

**Section 6.13. Consents and Approvals.** Whenever the written consent or approval of the Lessor shall be required under the provisions of this Lease Agreement, such consent or approval may only be given by the Secretary, or his or her designee, in writing.

**Section 6.14. Further Assurances.** The Lessee shall, at the request of Lessor, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this Lease Agreement.

**Section 6.15. Waiver.** The waiver of any condition or of the breach of any condition of this Lease Agreement shall not be a waiver of any subsequent breach or condition. It is expressly understood if at any time Lessee is in default of any of the terms of this Lease Agreement, an acceptance by the Lessor of any Lease Payment, or part thereof, during such time of default shall not be construed as a waiver in any respect of the default.

**Section 6.16. Form DA-146a.** The Contractual Provisions Attachment Form DA-146a is attached hereto, agreed to by the Lessee in total, and is incorporated herein by reference.

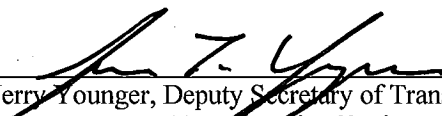
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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed, sealed, and delivered, effective as of the Effective Date set forth above.

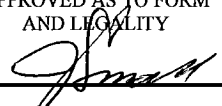
THE KANSAS DEPARTMENT OF TRANSPORTATION, acting on behalf of THE STATE OF KANSAS

“LESSOR”

[Seal]

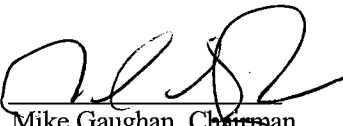
By:   
Jerry Younger, Deputy Secretary of Transportation and State  
Transportation Engineer  
Kansas Department of Transportation

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APPROVED AS TO FORM  
AND LEGALITY  
  
Jonathan P. Small, Chtd.  
Special Counsel to Kansas  
Department of  
Transportation  
Date:  
*August 5, 2013*

**DOUGLAS COUNTY, KANSAS**  
**"LESSEE"**

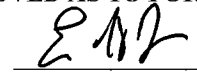


By:   
Mike Gaughan, Chairman,  
Board of County Commissioners  
Douglas County, Kansas

ATTEST:

By:   
Jamie Shew, County Clerk  
Douglas County, Kansas

APPROVED AS TO FORM AND LEGALITY:

By:   
Evan Ice, County Counselor  
Douglas County, Kansas

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ACKNOWLEDGMENT

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF DOUGLAS )

*21<sup>st</sup> October*  
*pshhs*

This instrument was acknowledged before me on *21<sup>st</sup>* day of *October*, 2013, by Jerry Younger, duly authorized and acting Deputy Secretary of Transportation and State Transportation Engineer, Kansas Department of Transportation, an agency of the government of the State of Kansas duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)



*Peggy S. Hansen-Nagy*  
Notary Public

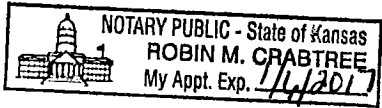
My Commission Expires: *03-12-2017*

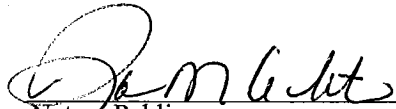
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ACKNOWLEDGMENT

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on 17<sup>th</sup> day of July, 2013, by Mike Gaughan, Chairman, Board of County Commissioners for Douglas County, Kansas, duly organized and existing under the constitution and laws of the State of Kansas, and attested thereto by Jamie Shew, County Clerk for Douglas County, Kansas.

(Seal) 

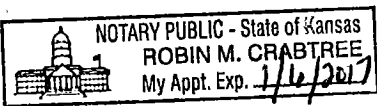
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/6/2017

ACKNOWLEDGMENT

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on 18<sup>th</sup> day of July, 2013, by Ben Lampe, Deputy ~~Jamie Shew~~, County Clerk for Douglas County, Kansas, duly organized and existing under the constitution and laws of the State of Kansas.

(Seal) 

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/6/2017

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*Exhibit A*  
To  
**ACCESS LEASE AGREEMENT**  
**CSAL Project No. TAL120055**  
**(Douglas County, Kansas)**

**Description of KDOT's Lawrence tower:**

400' guyed galvanized steel tower

Latitude: 38 - 57- 58 N

Longitude: 95- 21- 24 W NAD 83

**Description of Premises:**

4 Km West of Lawrence on US Hwy 40, 1 Km South

NE¼, Section 36, Township 12 S, Range 18 E

700' x 700' tract of land containing 11.25 acres, more or less, in Douglas County

**Description of the Equipment Shelter:**

Equipment Shelter will be a 10 feet x 16 feet x 9 feet reinforced concrete structure with environmental controls.

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*Exhibit B-1*  
To  
ACCESS LEASE AGREEMENT  
CSAL Project No. TAL120055  
(Douglas County, Kansas)

(a) Lessee's Notice Address:

Douglas County Emergency Communications  
Attn: Director  
111 East 11<sup>th</sup> Street, Unit 200  
Lawrence, KS 66044

And

The Office of the County Counselor  
Evan Ice, Stevens & Brand Law Offices  
900 Massachusetts Street, Suite 500  
Lawrence, Kansas 66044

(b) Description of Lessee's Equipment  
to be installed on Lessor's  
Communication System Tower and  
In the Equipment Shelter:

See Attached *Exhibit B-2*

(c) Lease Payment Date: each August 1, starting 2013 to and including August 1, 2027

Lease Payment Amounts as follows:

See attached *Exhibit B-3*

(d) Additional Payment to be made by Lessee to Lessor:

Not applicable

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**Exhibit B-3**  
**To**  
**ACCESS LEASE AGREEMENT**  
**CSAL Project No. TAL120055**  
**(Douglas County, Kansas)**

**Computations used to calculate Total Lease Agreement Cost**

Cost of 10' x 16' equipment shelter:       **\$98,591.81**

6 racks in equipment shelter, each rack is 20"W

Equipment shelter cost ÷ # of racks: **\$98,591.81 ÷ 6 = \$16,431.97** per rack

Dimensions listed on application for rack/cabinet space needed: **90"H x 19"W**

1 rack needed    **\$16,431.97 x 1 = \$16,431.97**

Administration fee:       **\$250.00**

Rack space + Administration fee:  
**\$16,431.97 + \$250.00 = \$16,681.97**

Total Lease Agreement Cost:       **\$16,681.97**  
 Lease Term                               **15 years**

**Tower studies and antenna installation costs are not included in this estimate.**

**Lease Payment Schedule**

August 1, 2013	\$1,112.14	
August 1, 2014	\$1,112.13	
August 1, 2015	\$1,112.13	
August 1, 2016	\$1,112.13	
August 1, 2017	\$1,112.13	
August 1, 2018	\$1,112.13	
August 1, 2019	\$1,112.13	
August 1, 2020	\$1,112.13	
August 1, 2021	\$1,112.13	
August 1, 2022	\$1,112.13	
August 1, 2023	\$1,112.13	
August 1, 2024	\$1,112.13	
August 1, 2025	\$1,112.13	
August 1, 2026	\$1,112.13	
August 1, 2027	\$1,112.14	(Final Lease Payment)

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***Exhibit C***  
**To**  
**ACCESS LEASE AGREEMENT**  
**CSAL Project No. TAL120055**  
**(Douglas County, Kansas)**

PREREQUISITES

1. A copy of Lessee's current FCC License (if applicable) will be supplied for review upon request by KDOT.
2. The Lessee is responsible for providing twenty-four (24) hour contact information for all responsible service technicians or service organizations that will have access to the Equipment Shelter and/or state property.
3. The Lessee will provide a listing of any additional authorized persons having access to the equipment shelter and/or state property.
4. The Lessee will provide written information detailing the Effective Radiated Power as defined in Lessee's FCC License for all equipment (licensed or non-licensed) being installed at the tower site. If Lessee does not have an FCC License, the ERP will be calculated by Lessee and submitted in writing for approval by Lessor prior to placing any of Lessee's equipment upon Lessor's property.
5. The Lessee will provide written information detailing the estimated or actual power consumption of all of Lessee's Equipment. Propane gas and electrical services required for Lessee's Equipment will be billed each February 1 as provided in the Lease Agreement.
6. Lessee is responsible for any fee charged by Lessor's contractor to perform the structural analysis of the Communication System Tower.
7. Lessee is responsible for any fee charged by Lessor's contractor to perform the interference analysis of the Communication System Tower.

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***Exhibit D***  
**To**  
**ACCESS LEASE AGREEMENT**  
**CSAL Project No. TAL120055**  
**(Douglas County, Kansas)**

**SECURITY MEASURES**

1. Respect Lessor's and other Lessee's equipment within Equipment Shelter.
2. Ensure environmental controls are returned to proper settings (if changed) upon departing the Equipment Shelter.
3. Ensure non-essential lighting is turned off when departing the Equipment Shelter.
4. Maintain Equipment Shelter and site complex. Remove any trash or debris from Equipment Shelter or site complex (the Premises) when departing.
5. Ensure the Equipment Shelter is properly secured upon departure.
6. Secure compound fence when departing. (Lessee is required to supply padlock(s) in series with other locks for compound access)
7. Regarding any and all access to the Premises, it will be the Lessee's responsibility to ensure all gates are closed after entry onto and exit from the Premises. Upon departing the Premises, the Lessee will be responsible for closing the gate and securing it appropriately. (If the gate is secured by padlock, Lessee will be required to supply an additional padlock in series with other locks for access to state property, the Premises)
8. Lessor shall provide to Lessee two (2) "Smart Keys" for Lessee's access to the Equipment Shelter.
9. Lessee shall notify Lessor's communications personnel if any part of the Premises is not secured upon arrival or departure.

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**Exhibit E**  
**To**  
**ACCESS LEASE AGREEMENT**  
**CSAL Project No. TAL120055**  
**(Douglas County, Kansas)**

**UTILITIES BILLING STATEMENT**

PLEASE REFER TO THIS NUMBER  
 ON ALL MATTERS  
 REGARDING YOUR ACCOUNT  
**TAL #120055**

Date of Invoice  
**February 1, 2014**

Customer Name     Scott W. Ruf, Director  
 Organization       Douglas County Emergency Communications  
 Street Address     111 E. 11th Street, Unit 200  
 City State Zip      Lawrence, KS 66044

DATE	CODE NO.	REFERENCE	QTY	CHARGES	CREDITS	BALANCE
BALANCE FORWARD			Per Unit			
	14	Electricity Usage		kw     January		\$0.00
	14	Electricity Usage		kw     February		\$0.00
	14	Electricity Usage		kw     March		\$0.00
	14	Electricity Usage		kw     April		\$0.00
	14	Electricity Usage		kw     May		\$0.00
	14	Electricity Usage		kw     June		\$0.00
	14	Electricity Usage		kw     July		\$0.00
	14	Electricity Usage		kw     August		\$0.00
	14	Electricity Usage		kw     September		\$0.00
	14	Electricity Usage		kw     October		\$0.00
	14	Electricity Usage		kw     November		\$0.00
	14	Electricity Usage		kw     December		\$0.00
	15	Fill Propane Tank		gal		\$0.00
					<b>TOTAL DUE</b>	<b>\$0.00</b>

**CODE NUMBER:**  
 11 = Other  
 14 = Electricity  
 15 = Propane

Please make check payable to:  
**KANSAS DEPARTMENT OF TRANSPORTATION**  
**DWIGHT D. EISENHOWER STATE OFFICE BUILDING**  
**700 SW HARRISON ST, TOPEKA, KS 66603-3754**

Accounts are payable by the 15th of the month.

NOTE: Checks received after the above date will be credited in the following month.

State of Kansas  
 Department of Administration  
 DA-146a (Rev. 06-12)

KDOT FORM CSAL DA-146a  
**CONTRACTUAL PROVISIONS ATTACHMENT**  
 To  
**ACCESS LEASE AGREEMENT**  
 CSAL Project No. TAL120055  
 (Douglas County, Kansas)

**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 dated August 1, 2013

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.



## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

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

---

### MEMORANDUM

To : Board of County Commissioners

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

Date : June 13, 2014

Re : Consent Agenda approval of Chip Seal contract with Vance Brothers, Inc.  
Project No. 2014-1 Chip Sealing various County roads

We opened bids June 11 for chip sealing 48.6 miles of roads including 1.3 miles within the City of Lecompton. We received the following two bids (see attached bid tabulation):

<u>Bidder</u>	<u>Total Bid</u>
Vance Brothers, Inc.	\$1,025,718.32
Mid-American Road <i>Engineer's Estimate</i>	\$1,167,779.60 \$1,242,959.00

The "Alternate Bid" shown on the bid tabulation is to replace CM-L, expanded shale lightweight aggregate, with CM-K, crushed limestone aggregate, in the City of Lecompton. The alternate bid was requested by the City of Lecompton. We will use CM-L aggregate on Douglas County roads. The City of Lecompton will be responsible for the cost of sealing their roads.

Road & Bridge Fund 201 includes \$1,260,000 for chip seals, and the CIP includes \$500,000 for annual contract maintenance projects.

We also request you authorize me to approve change orders totaling up to 5% of the contract amount. This allows for any quantity changes due to conditions at the time of the work.

Action Required: Consent Agenda approval of a contract with Vance Brothers, Inc. in the low-bid amount of \$1,025,718.32 for Project No. 2014-1, chip sealing various county roads, and authorization for the Public Works Director to approve change orders up to 5% of the contract amount. |

DOUGLAS COUNTY PUBLIC WORKS  
PROJECT 2014-1/BID NO. 14-F-0013  
DESCRIPTION: ASPHALT SEALING  
BID TABULATION  
June 11, 2014

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	ENGINEER'S ESTIMATE		VANCE BROTHERS, INC.		MID AMERICAN ROAD		UNIT COST	AMOUNT
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT		
1	Lightweight Aggregate (CM-L-2)	5,602	C.Y.	\$55.00	\$308,110.00	\$47.85	\$268,055.70	\$50.00	\$280,100.00		
2	Emulsified Asphalt (CRS-IHP)	1,046.3	Tons	\$700.00	\$732,410.00	\$525.00	\$549,307.50	\$580.00	\$606,854.00		
3	Cutback Asphalt (MC-30) for Prime	1	Ton	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$800.00	\$800.00		
4	Traffic Control Manipulation (Chip Seal)	1 2,569.8	L.S. Sta.	\$30,000.00 \$55.00	\$30,000.00 \$141,339.00	\$30,000.00 \$57.38	\$30,000.00 \$147,455.12	\$45,000.00 \$72.00	\$45,000.00 \$185,025.60		
6	Mobilization	1	L.S.	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00		
<b>TOTAL BID -</b>					<b>\$1,242,959.00</b>		<b>\$1,025,718.32</b>		<b>\$1,167,779.60</b>		

**ALTERNATE BID**

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
				COST		COST		COST		COST	
7	Cover Material (CM-K)	137	C.Y.	\$30.00	\$4,110.00	\$23.40	\$3,205.80	\$35.00	\$4,795.00		
<b>TOTAL ALTERNATE BID -</b>					<b>\$4,110.00</b>		<b>\$3,205.80</b>		<b>\$4,795.00</b>		

Keith A. Browning, PE, Director of Public Works

Date: 06/11/2014

Jaime Shew, Douglas County Clerk



DOUGLAS COUNTY PUBLIC WORKS  
 PROJECT 2014-1/BID NO. 14-F-0013  
 DESCRIPTION: ASPHALT SEALING  
 BID TABULATION  
 June 11, 2014

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT								
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Lightweight Aggregate (CM-L-2)	5,602	C.Y.								
2	Emulsified Asphalt (CRS-IHP)	1,046.3	Tons								
3	Cutback Asphalt (MC-30) for Prime	1	Ton								
4	Traffic Control	1	L.S.								
5	Manipulation (Chip Seal)	2,569.8	Sta.								
6	Mobilization	1	L.S.								
TOTAL BID -											

**ALTERNATE BID**

ITEM #	DESCRIPTION	APPROX QUANTITY	UNIT								
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
7	Cover Material (CM-K)	137	C.Y.								
TOTAL ALTERNATE BID -											

**COMBINED BID AMOUNT**

--	--	--	--	--

Keith A. Browning, PE, Director of Public Works

Date:

Jaime Shew, Douglas County Clerk

DOUGLAS COUNTY, KANSAS  
OFFICE OF THE COUNTY ENGINEER  
SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
DOUGLAS COUNTY PROJECT NO. 2014-1

Asphalt Sealing

BID #14-F-0013

Douglas County Commissioners

Nancy Thellman, Chairman

Mike Gaughan, Member

Jim Flory, Member

Approved By:

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

Date: 5/14/14

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013  
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Wednesday, June 11, 2014, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2014-1 consists of approximately 49 miles of bituminous seals on various County Routes, county maintained subdivisions, Township roads and streets for the City of Lecompton located in Douglas County, Kansas with the option to prime and double seal up to 1 mile of roadway. The work will be performed during the Summer of 2014 upon receipt of a "Notice to Proceed".

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ [www.demandstar.com](http://www.demandstar.com), and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. "2014-1", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas.

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

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

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

DOUGLAS COUNTY PUBLIC WORKS  
Keith A. Browning, P.E.  
Director of Public Works  
Date: 5/14/144

Publication Date: Tuesday, May 20, 2014  
Saturday, May 31, 2014

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

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2014-1" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

INFORMATION FOR BIDDERS  
(Continued)

11. Douglas County is soliciting bids for sealing approximately 49 miles of single bituminous seals on county routes, county maintained subdivisions, Township roads and streets in the City of Lecompton, with the option to prime and double seal up to one mile of roadway. Douglas County may make changes in the scope of work required to be performed by the Contractor under this contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the contract or any guarantee given by him/her pursuant to the contract provisions. No limit will be fixed and no change order will be required for such increased or decreased quantities nor shall any adjustment in unit prices be allowed, provided the net monetary value of all such additive and subtractive change in quantities of such items of work shall not increase or decrease in the original contract price by more than twenty-five percent (25%).

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

SPECIFICATIONS

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

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS  
(Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

SPECIFICATIONS  
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2014-1", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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



SPECIFICATIONS  
(Continued)

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

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

Section 109  
MEASUREMENT AND PAYMENT

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

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

DIVISION 600  
FLEXIBLE PAVEMENT

Section 608  
CHIP SEALING

608.3 (e), CONSTRUCTION REQUIREMENTS - Application of Aggregate - ADD "At no time shall the spreader be operated at a distance greater than 100 feet behind the leading edge of freshly applied bituminous material." DELETE "three percent by weight plus 1/2 the water absorption of the aggregate "ADD" 3.75% by weight of the aggregate".

608.3 (g), Paragraph 1 - CONSTRUCTION REQUIREMENTS - Manipulation - DELETE "fifteen (15) minutes" and ADD "five (5) minutes". ADD "A minimum of 2 pneumatic rollers shall be required".

608.3(k), WEATHER AND SEASONAL LIMITATIONS - Replace Paragraph (2) with "Bituminous sealing with emulsified asphalt shall be done only between June 1 and September 15, when the Ambient air temp. reaches 60 degrees Fahrenheit by 9:00 A.M. CDT. Bituminous sealing shall not be performed when the relative humidity exceeds 80%".

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013  
PROPOSAL

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

1. Proposal of Vance Brothers Inc. for the performance of "Douglas County Project No. 2014-1", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to begin the work, if this Proposal is accepted, within Ten (10) calendar days after issuing the "Notice to Proceed" and complete the work, within twenty-five (25) working days. The earliest anticipated date for the "Notice to Proceed" is July 21, 2014. The latest anticipated date for the "Notice to Proceed" is August 11, 2014.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

5201 Brighton  
P.O. Box 300107  
Kansas City, MO  
64130-1017

Phone: 816-923-4325

Vance Brothers Inc.  
Name of Organization

By:

Julie Paradise  
Asst. Secretary

PROJECT NO. 2014-1  
DOUGLAS COUNTY, KANSAS  
BID #14-F-0013

**SCHEDULE OF PRICES**

SPEC. NO.	ITEM NO.	BIDDING ITEMS	APPROX QTYS	UNIT	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
Sp. Prov.	1	Lightweight Aggregate (CM-L-2)	5602	C.Y.	\$ 47.85	\$268,055.70
Sp. Prov.	2	Emulsified Asphalt (CRS-IHP)	1046.3	Tons	\$ 525.00	\$549,307.50
607/1204	3	Cutback Asphalt (MC-30) for Prime	1	Ton	\$ 900.00	\$ 900.00
805/Sp Prov	4	Traffic Control	1	L.S.	\$30,000.00	\$ 30,000.00
608/S-4	5	Manipulation (Chip Seal)	2569.8	Sta.	\$ 57.38	\$ 147,455.12
801	6	Mobilization	1	L.S.	\$ 30,000.00	\$ 30,000.00

TOTAL BID \$1,025,718.32

**ALTERNATE BID**

SPEC. NO.	ITEM NO.	BIDDING ITEMS	APPROX QTYS	UNIT	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
Sp. Prov.	7	Cover Material (CM-K)	137	C.Y.	\$ 23.40	\$3,205.80

TOTAL ALTERNATE BID \$3,205.80

NOTE: Bidder shall extend all items and total bid.

Vance Brothers Inc.  
CONTRACTOR

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and \_\_\_\_\_, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

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

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

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

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

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

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

CONTRACT (continued)

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Legality:

\_\_\_\_\_  
Douglas County Counselor

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signature

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-1  
BID #14-F-0013

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the current amount of the contract price between Principal and Owner) lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written Agreement with the Board of County Commissioners of Douglas County, Kansas, hereinafter called the Owner, for furnishing labor, equipment, material, and supplies used or consumed in connection with the installation, construction of, or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project (the "Undertaking"). The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for the Undertaking as required under the Contract, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or any Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for the Undertaking as required under the Contract, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest and attorneys' fees as provided by law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
(Attorney-In-Fact)

By: \_\_\_\_\_  
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

BOND NO. \_\_\_\_\_

**DOUGLAS COUNTY, KANSAS**  
PROJECT NO. 2014-1  
BID #14-F-0013

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT:

We, \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, a surety  
company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound  
unto the Board of County Commissioners of Douglas County, Kansas, as Obligee, in the penal sum of  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) (the current amount of the contract price between Principal and  
Obligee), lawful money of the United States of America, for the payment of which sum well and truly to  
be made, bind ourselves, and our respective heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the  
Principal has, on \_\_\_\_\_, 20\_\_\_\_, entered into a written Agreement with the  
Obligee for furnishing labor, equipment, material, and supplies in connection with the installation,  
construction of or in making such improvements, equipment, and services described in said  
Agreement, all in accordance with the plans, specifications and other Contract Documents described  
therein and as supplemented and otherwise changed during the project. The Agreement (including but  
not limited to the plans, specifications and other Contract Documents) is by reference made a part  
hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully  
observe, perform and abide by each and every covenant, condition, obligation and part of the  
Contract, according to the true intent and meaning in each case, and hold the Obligee harmless  
against all claims, loss or damage which it may sustain or suffer by reason of any breach of said  
Contract by said Principal or by reason of any injury to persons or property occasioned by the action of  
said Principal or its employees, and if said Principal maintains the improvement, equipment, and  
service as provided for in said Contract and make good all defects in materials and workmanship as  
required under the Contract, then this obligation shall be and become null and void; otherwise, it shall  
remain in full force and effect. Whenever the Principal is, and is declared by the Obligee to be, in  
default under the Contract, the Surety shall remedy the default at its expense by promptly (a)  
completing the Contract in accordance with its terms and conditions, through its agents or independent  
contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and  
conditions, and, upon determination by the Obligee of the lowest and best bid, arrange for an  
agreement between such bidder and the Obligee, secured by payment and performance bonds, and  
pay to Obligee the final cost of such agreements less the balance of the Contract Price, but not  
exceeding, including other costs and damages for which the Surety may be liable hereunder, the  
amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the  
Contract as approved by the Obligee; or (c) work out such other arrangements as are accepted by  
Obligee in writing. The term "balance of the Contract Price," as used herein, shall mean the total  
amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less  
the amount paid by the Obligee to the Principal.



PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
(Attorney-In-Fact)

By: \_\_\_\_\_  
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

Sufficiency of the Bond Approved by:

\_\_\_\_\_  
Chairperson of Board of County Commissioners

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

Form and Amount of Bond Approved By:

\_\_\_\_\_  
County Counselor

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

**NOTE:**

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

DOUGLAS COUNTY  
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**GENERAL DESCRIPTION:**

Douglas County Project 2014-1 consists of approximately 49 miles of bituminous seals on various county routes, county maintained subdivisions, township roads and streets for the City of Lecompton located in Douglas County, Kansas with the option to prime and double seal approximately 1 mile of roadway. The work will be performed during the Summer of 2014 upon receipt of a "Notice to Proceed".

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

Sheet No.	Sheet Title
1.	A map of Douglas County showing all hard surfaced county routes. Douglas County will determine which of the routes shown will be sealed during the upcoming Bituminous Sealing season.
2.	A map of Douglas County showing county maintained subdivisions. Douglas County will determine which of the subdivisions shown will be sealed during the upcoming Bituminous Sealing season.
3.	Available Stockpile Locations (a map of Douglas County showing the approximate locations of available county-owned stockpile sites).
4.	Map of Lecompton, Kansas. Douglas County will determine which city streets will be sealed during the upcoming Bituminous Sealing season.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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



SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

BITUMINOUS MATERIALS – GENERAL REQUIREMENTS

Subsection 1203.5 Basis of Acceptance. Delete the entire subsection and replace it with the following:

- (f) Basis of Acceptance
- (1) For producers pre-qualified with the Kansas Department of Transportation Materials and Research Center, bituminous materials covered by this specification will be accepted upon receipt and approval by the Field Engineer of a certification prepared by the producer to cover the quality and quantity of material in each shipping container. Certifications must be based on the results of the producer's quality control testing as required. No material shall be used on the project until Douglas County has received an approved test report. This specification does not limit the right of Douglas County to perform independent tests for quality assurance.
  - (2) For producers who are not pre-qualified, as per current KDOT specifications, bituminous materials covered by this specification will be accepted based on satisfactory results of tests conducted by the Materials and Research Center on samples obtained by an authorized representative of Douglas County.
  - (3) It is recognized that test results on emulsified asphalts will not always arrive in a timely fashion to make it practical to have results in hand prior to placing the material. In the event that emulsified asphalt not meeting the specifications required by this contract is incorporated in the work, payment for all items associated with the portion of the work affected will be withheld pending a visual inspection by the County Engineer in May of the following year. At that time payment will be denied, released or made in part, based on the County Engineer's opinion of the performance of the non-complying material.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 1990

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

**AGGREGATE INSPECTION:** Upon award of the contract, the contractor shall notify the Engineer of any existing aggregate stockpiles that he proposes to use for this contract, so they may be tested. The Contractor shall notify the Engineer as soon as production of any new aggregates proposed to be used for this contract begins so that they may be tested. All aggregates for use on this contract shall be tested and accepted by the Engineer prior to incorporation into the work. The Contractor shall be responsible for the proper stockpiling, transportation, manipulation, and handling of aggregates, and for protecting them from segregation, contamination, and/or degradation. Final point of acceptance shall be immediately prior to incorporation into the final product. Any and all aggregates found by the Engineer to be unacceptable for any reason shall be immediately removed from the project at the Contractor's expense.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

Where practical, park and store all vehicles, equipment, tools and materials off the right-of-way or a minimum of 30 feet from the traveled way unless protected by a positive separation barrier.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 1990

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

INTERSECTIONS: The Engineer will determine which intersections and/or radii of intersecting hard surfaced roads will be sealed.



SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

RATES OF APPLICATION:

Lightweight Aggregate (CM-L-2)

Theo Application Rate: 0.008 CY/SY

Bid Quantity: 0.008 CY/SY + 3% contingencies

Emulsified Asphalt (CRS-1HP)

Application Rate: 0.30 to 0.40 gal/SY

Bid Quantity: 0.36 gal/SY (Assuming 8.55 #/gal)

Cutback Asphalt (MC-30) for Prime:

Application Rate: 0.30 gal/SY

ADD ALTERNATE BID:

Washed Cover Material (CM-K)

Theo Application Rate: 0.01 CY/SY

Bid Quantity: 0.01 CY/SY + 3% contingencies

All road widths are assumed to be 24' wide. Actual rates and widths of application for the various road segments will be determined by the Engineer prior to construction and may be varied at any time as requested by the Engineer.

CM-K (if accepted) will be used only for the City of Lecompton roads.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**STOCKPILE SITES:** The Douglas County Public Works Department will make County owned stockpile sites available for use by the Contractor from June 16, 2014 until ten (10) days following completion of the work. Sites shall be left in a condition acceptable to the Engineer. The contractor shall assume all liability for injury to persons or property resulting from his use of these sites.

Note: Permission must be obtained by the Contractor, prior to use, for KDOT owned stockpile sites (Noria and Kanwaka). See attached Douglas County map showing stockpile locations.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

BITUMINOUS SEALING

**MAINTENANCE OF COMPLETED WORK:** When ordered by the Engineer, the Contractor will be required to add bituminous material, or aggregate, or both, to completed portions of the project. Additional bituminous material and aggregate, and the application, spreading, and rolling of these materials, and any necessary traffic control shall not be paid for directly but shall be considered as subsidiary to the items in the contract.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

BITUMINOUS SEALING - EQUIPMENT:

Any equipment not performing to the satisfaction of the engineer shall be immediately removed from the project and shall not be returned until repaired and/or modified in such a way that it will perform satisfactorily.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**MAINTENANCE BROOMING TRAFFIC CONTROL:** Power brooms being operated outside the area controlled by flagman shall be accompanied by a pilot car as described in Section 805.3, except that the signs shall read "Power Broom Ahead - Limited Sight Distance", and the vehicle shall be operated in a manner that will clearly warn approaching vehicles of the operation. Maintenance brooming shall be performed in segments no more than one mile in length except where no intersections exist for safe turn around maneuvers. "Road Work Ahead" (W20-1) signs with "30 mpg" advisory speed plates (W13-1P) shall be placed at an appropriate distance in advance of the work area. Maintenance brooming shall be discontinued at the Engineer's discretion until traffic safety conditions improve to his satisfaction, or additional satisfactory traffic control measures are taken. Such discontinuation does not relieve the contractor of the responsibility of performing the required work in a reasonable period of time. Until maintenance brooming is completed to the Engineer's satisfaction, construction warning signs (36") with the legend "Loose Gravel"(W8-7) with a "30 mph" advisory speed plate (W13-1P) shall be positioned at each end of each area sealed, 200 ft. each side of each intersection in the area sealed, and in advance of each curve in each area sealed. These traffic control items shall be considered subsidiary to the Bid Item "Traffic Control".

KANSAS DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION TO THE  
STANDARD SPECIFICATIONS, EDITION 2007

SECTION 1108

AGGREGATES FOR COVER MATERIAL

Page 1100-24, subsection 1108.2b. Change the maximum wear requirement for lightweight aggregate from "25%" to "30%".

Page 1100-24, replace TABLE 1108-1 and its notes with the following:

TABLE 1108-1: GRADATION REQUIREMENTS FOR AGGREGATES FOR COVER MATERIAL									
Type	Composition	Percent Retained-Square Mesh Sieves*							Minimum Gradation Factor
		¾"	½"	3/8"	No. 4	No. 8	No. 16	No. 50	
CM-A	Sand-Gravel		0	0-20	30-100	85-100			
CM-B	Sand-Gravel		0	0-25		35-100		90-100	4.00
CM-C	Crushed Stone	0	0-12	40-100	95-100				
CM-D	Crushed Sandstone	0	0-5	15-35	70-100	95-100			
CM-G	Sand-Gravel, or Crushed Sandstone		0	0-15	45-100	95-100			
CM-H**	Crushed Stone	0	0-5		40-100	90-100			
CM-J**	Sand-Gravel	0	1-20			30-100		90-100	
CM-K	Crushed Limestone	0	0-5	15-35	70-100	95-100			
CM-L-1	Lightweight Aggregate	0	0	0-10	10-40	85-100	95-100		
CM-L-2	Lightweight Aggregate	0	0-5	0-15	70-100	90-100			
CM-L-3	Lightweight Aggregate	0-15	0-60	65-100	95-100				

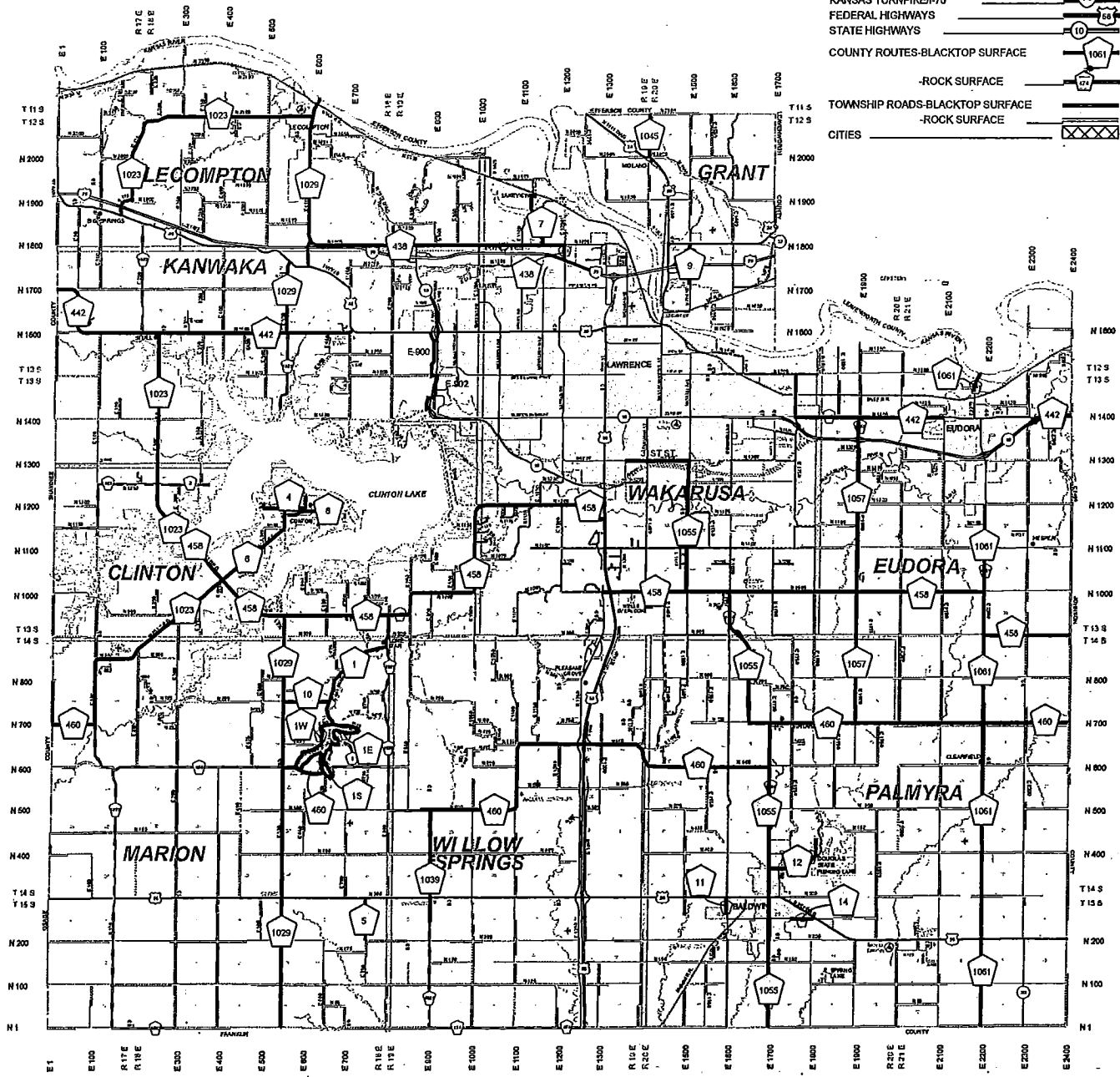
\*After removal of all deleterious substances.

\*\*Do not specify Types CM-H and CM-J for Federal Aid projects.

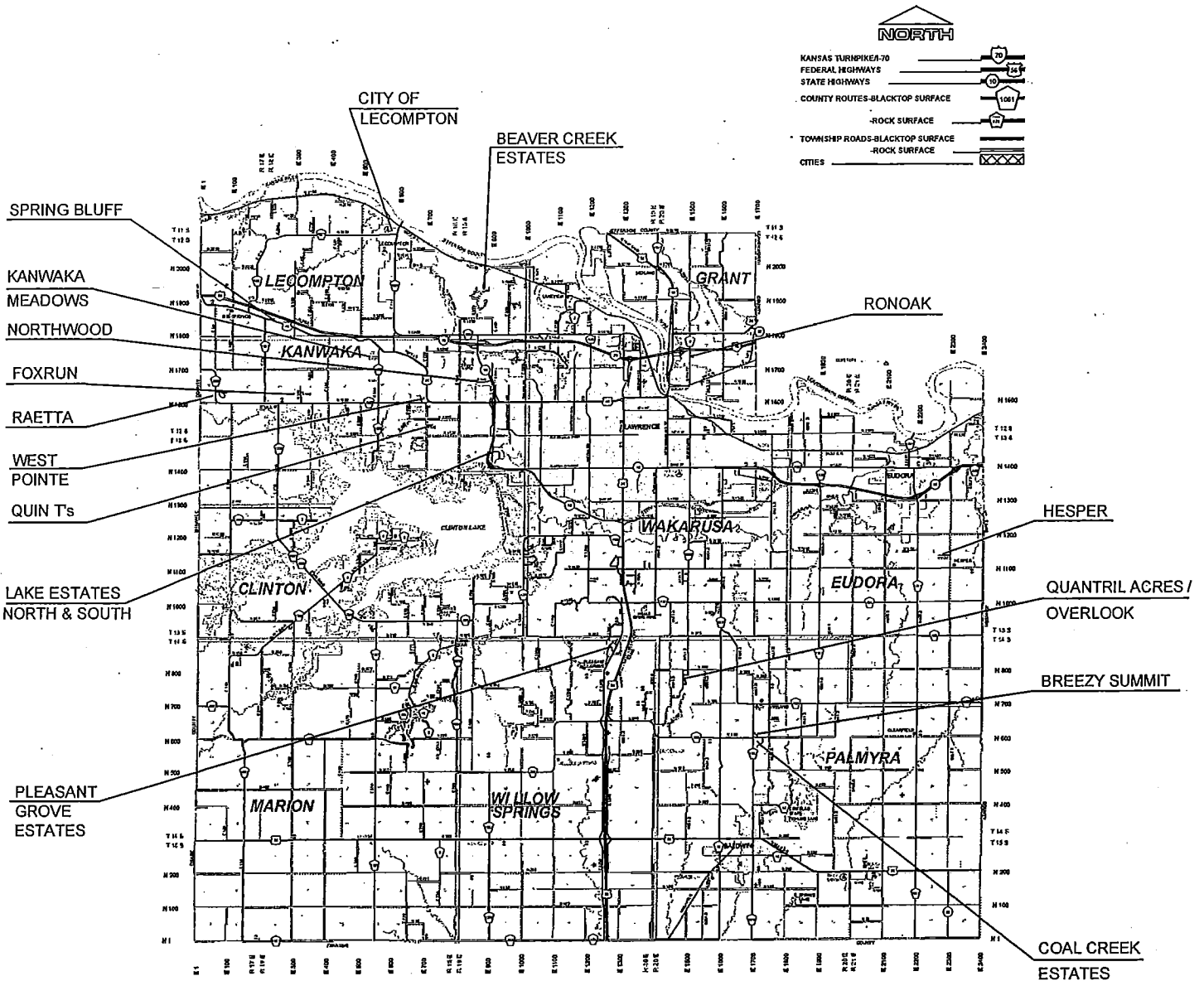
# DOUGLAS COUNTY, KANSAS COUNTY HARD SURFACED ROUTES



- KANSAS TURNPIKE-70
- FEDERAL HIGHWAYS
- STATE HIGHWAYS
- COUNTY ROUTES-BLACKTOP SURFACE
- ROCK SURFACE
- TOWNSHIP ROADS-BLACKTOP SURFACE
- ROCK SURFACE
- CITIES



# DOUGLAS COUNTY, KANSAS COUNTY MAINTAINED SUBDIVISIONS

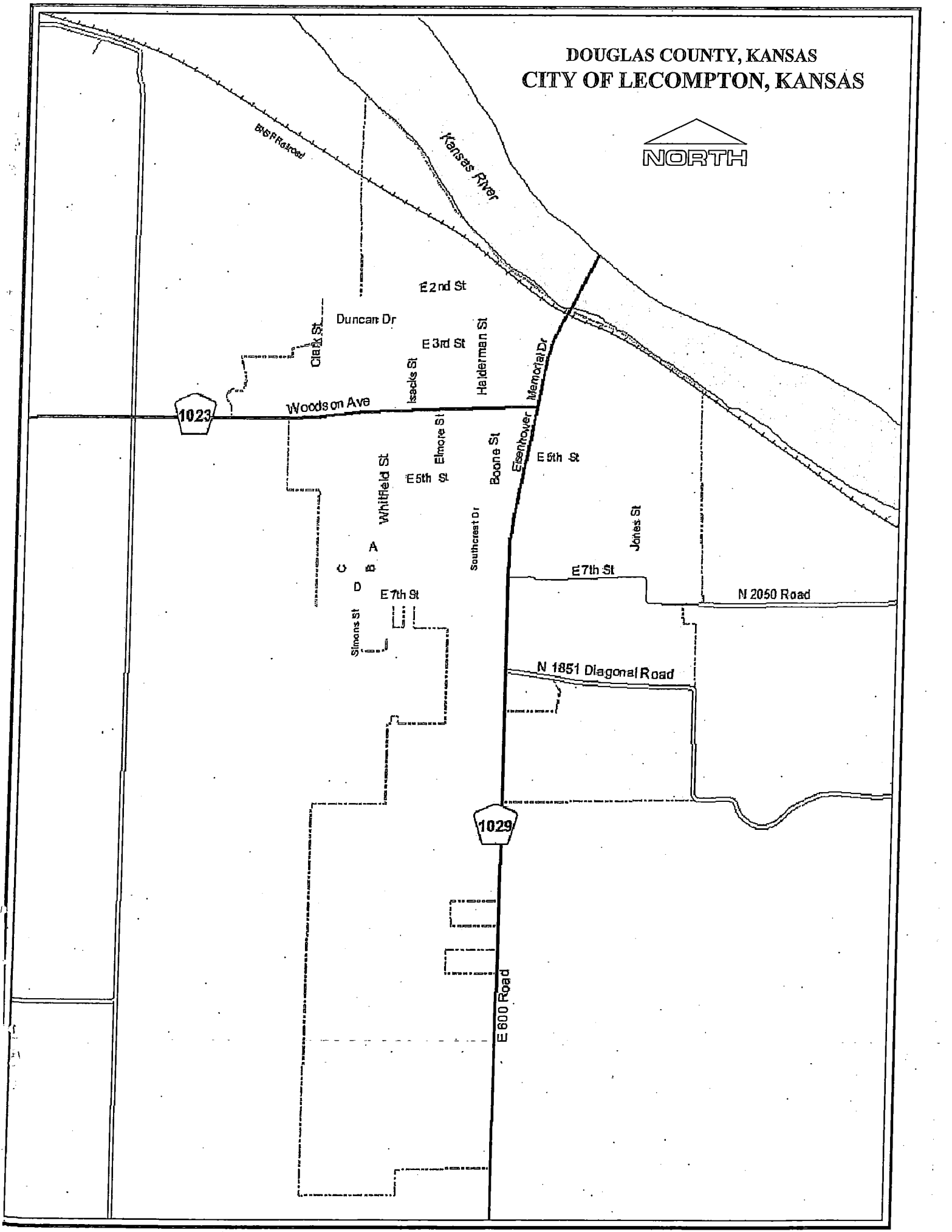


04-16-2014





DOUGLAS COUNTY, KANSAS  
CITY OF LECOMPTON, KANSAS





## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : June 11, 2014

Re : Consider awarding construction contract to low bidder for Project No. 2012-14  
Route 458 improvements from E 1050 to US-59 highway

We opened bids June 10 for construction of the referenced Route 458 improvement project. The bid tabulation is attached. We received three bids, as follows:

<u>Bidder</u>	<u>Total Bid</u>
Hamm, Inc.	\$1,489,148.69
RD Johnson Excavating	\$1,572,405.20
Bettis Asphalt	\$1,665,734.50
<i>Engineer's Estimate</i>	<i>\$1,639,947.75</i>

The project includes pavement rehabilitation and construction of 6.5'-wide paved shoulders on approximately 2.5 miles of Route 458 from the east end of the Banning's Corner curve at approximately E 1050 to US-59 highway. The project also includes a polymer concrete overlay for bridge number 12.00N-11.30E, which carries Route 458 over Washington Creek.

The CIP includes \$1,600,000 for the Route 458 improvements, and \$250,000 for the deck overlay on Bridge No. 12.00N-11.30E, both of which are scheduled for 2014 construction. In addition, you will recall the BoCC entered into an agreement with the FHWA for \$500,000 in Federal Lands Access Program (FLAP) funding for partial reimbursement of costs for the improvements.

We recommend the BoCC award a construction contract to the low bidder, Hamm, Inc.

Action Required: Approval of a construction contract in the low-bid amount of \$1,489,148.69 with Hamm, Inc. for Project No. 2012-14, Route 458 improvements from E 1050 to US-59 highway.

PROJECT NAME: 3R IMPROVEMENTS - RTE 458 (from E1052 to Hwy 59)  
 BID OPENING DATE: JUNE 10, 2014  
 BID OPENING LOCATION: DOUGLAS COUNTY COURTHOUSE

PROJECT NO. 2012-14 BID NO. 14-F-0001  
 OPENING TIME: 3:00 PM  
 BID OPENING OFFICER: KEITH BROWNING

		ENGINEERS ESTIMATE				HAMMS, INC.		R D JOHNSON EXCAVATING		BETTIS ASPHALT & CONST.	
SPEC NO.	BIDDING ITEM - ROAD ITEMS	APPROX. QTY.		UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.
201	1 Clearing & Grubbing	1	L.S.	\$ 25,000.00	\$25,000.00	\$ 28,300.00	\$28,300.00	\$ 15,180.00	\$15,180.00	\$ 29,900.00	\$29,900.00
801	2 Mobilization	1	L.S.	\$ 75,000.00	\$75,000.00	\$ 36,135.00	\$36,135.00	\$ 7,920.00	\$7,920.00	\$ 90,120.00	\$90,120.00
802	3 Removal of Existing Structures	1	L.S.	\$ 15,000.00	\$15,000.00	\$ 23,400.00	\$23,400.00	\$ 19,330.00	\$19,330.00	\$ 29,400.00	\$29,400.00
205	4 Unclassified Excavation (VMF=0.8)	13,385	C.Y.	\$ 4.00	\$53,540.00	\$ 4.50	\$60,232.50	\$ 13.00	\$174,005.00	\$ 5.45	\$72,948.25
205	5 Compaction of Earthwork (Type B)(MR-90)	18,453	C.Y.	\$ 1.25	\$23,066.25	\$ 0.92	\$16,976.76	\$ 1.70	\$31,370.10	\$ 1.85	\$34,138.05
205	6 Compaction of Earthwork (Type AA)(MR-5)	3,687	C.Y.	\$ 1.50	\$5,530.50	\$ 1.50	\$5,530.50	\$ 2.60	\$9,586.20	\$ 3.35	\$12,351.45
205	7 Common Excavation (Contr. Furnished)	14,290	C.Y.	\$ 7.00	\$100,030.00	\$ 6.35	\$90,741.50	\$ 4.80	\$68,592.00	\$ 9.70	\$138,613.00
611/Spec Prov	8 HMA - Commerical Grade (Class A)(Surface)	10,113	Ton	\$ 62.00	\$627,006.00	\$ 61.72	\$624,174.36	\$ 60.40	\$610,825.20	\$ 61.50	\$621,949.50
611/Spec Prov	9 HMA - Commerical Grade (Class A)(Base)	3,972	Ton	\$ 60.00	\$238,320.00	\$ 52.23	\$207,457.56	\$ 58.10	\$230,773.20	\$ 59.50	\$236,334.00
611/Spec Prov	10 HMA - Commercial Grade (Class A)(Patching)	800	Ton	\$ 100.00	\$80,000.00	\$ 80.00	\$64,000.00	\$ 96.50	\$77,200.00	\$ 98.50	\$78,800.00
603/Spec Prov	11 Asphalt Pavement Smoothness	1	L.S.	\$ 4,000.00	\$4,000.00	\$ 2,000.00	\$2,000.00	\$ 8,560.00	\$8,560.00	\$ 1.00	\$1.00
1100	12 Combined Material (AB-3)	334	Ton	\$ 25.00	\$8,350.00	\$ 12.80	\$4,275.20	\$ 21.10	\$7,047.40	\$ 20.00	\$6,680.00
1113	13 Aggregate for Shouldering (AS-1)	722	Ton	\$ 28.00	\$20,216.00	\$ 13.10	\$9,458.20	\$ 33.00	\$23,826.00	\$ 20.00	\$14,440.00
735/Plans	14 8'x6'x54 L.F. Precast RCB with Precast Wingwalls	1	L.S.	\$ 65,000.00	\$65,000.00	\$ 52,300.00	\$52,300.00	\$ 57,530.00	\$57,530.00	\$ 69,550.00	\$69,550.00
204	15 Foundation Stabilization (set)	1	C.Y.	\$ 45.00	\$45.00	\$ 45.00	\$45.00	\$ 45.00	\$45.00	\$ 45.00	\$45.00
204	16 Concrete for Seal Course (set)	1	C.Y.	\$ 175.00	\$175.00	\$ 175.00	\$175.00	\$ 175.00	\$175.00	\$ 175.00	\$175.00
204	17 Granular Backfill (Wingwalls)(set)	1	C.Y.	\$ 50.00	\$50.00	\$ 50.00	\$50.00	\$ 50.00	\$50.00	\$ 50.00	\$50.00
204	18 24" Cross Road Pipe (RCP)	48	L.F.	\$ 50.00	\$2,400.00	\$ 105.60	\$5,068.80	\$ 78.00	\$3,744.00	\$ 110.00	\$5,280.00
817	19 24" Entrance Pipe (CMP)	78	L.F.	\$ 40.00	\$3,120.00	\$ 41.80	\$3,260.40	\$ 46.40	\$3,619.20	\$ 47.00	\$3,666.00
817	20 18" Entrance Pipe (CMP)	1,026	L.F.	\$ 25.00	\$25,650.00	\$ 41.60	\$42,681.60	\$ 29.00	\$29,754.00	\$ 48.50	\$49,761.00
817	21 60" Cross Road Pipe (RCP)	56	L.F.	\$ 200.00	\$11,200.00	\$ 318.00	\$17,808.00	\$ 150.00	\$8,400.00	\$ 250.00	\$14,000.00
817	22 24" End Section (RC)	2	Ea.	\$ 550.00	\$1,100.00	\$ 502.70	\$1,005.40	\$ 665.00	\$1,330.00	\$ 585.00	\$1,170.00
817	23 24" End Section (CM)	2	Ea.	\$ 375.00	\$750.00	\$ 365.20	\$730.40	\$ 370.00	\$740.00	\$ 390.00	\$780.00
817	24 18" End Section (CM)	21	Ea.	\$ 350.00	\$7,350.00	\$ 303.40	\$6,371.40	\$ 310.00	\$6,510.00	\$ 345.00	\$7,245.00
					\$1,391,898.75		\$1,302,177.58		\$1,396,112.30		\$1,517,397.25

SPEC NO.		BIDDING ITEM - ROAD ITEMS	APPROX. QTY.		UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.
ENGINEERS ESTIMATE												
HAMM, INC.												
R D JOHNSON EXCAVATING												
BETTIS ASPHALT & CONST												
817	25	60" End Section (RC)	2	Ea.	\$ 2,600.00	\$5,200.00	\$ 2,281.00	\$4,562.00	\$ 2,450.00	\$4,900.00	\$ 2,310.00	\$4,620.00
815/Plans	26	4'x4' Area Inlet	7	Ea.	\$ 2,500.00	\$17,500.00	\$ 2,630.10	\$18,410.70	\$ 2,430.00	\$17,010.00	\$ 2,205.00	\$15,435.00
1114	27	18" Nominal Rip Rap	404	S.Y.	\$ 65.00	\$26,260.00	\$ 22.80	\$9,211.20	\$ 29.00	\$11,716.00	\$ 38.00	\$15,352.00
205	28	Water (Grading)(Set)	1	Mgal.	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00
802	29	Construction Staking	1	L.S.	\$ 25,000.00	\$25,000.00	\$ 32,500.00	\$32,500.00	\$ 23,300.00	\$23,300.00	\$ 19,580.00	\$19,580.00
803	30	Field Office & Laboratory (Type B)	1	Ea.	\$ 3,500.00	\$3,500.00	\$ 2,500.00	\$2,500.00	\$ 7,150.00	\$7,150.00	\$ 3,500.00	\$3,500.00
901/Plans	31	Temporary Inlet Sediment Barrier	7	Ea.	\$ 100.00	\$700.00	\$ 100.00	\$700.00	\$ 200.00	\$1,400.00	\$ 100.00	\$700.00
901/Plans	32	Temporary Ditch Check	1,000	L.F.	\$ 5.00	\$5,000.00	\$ 4.50	\$4,500.00	\$ 2.30	\$2,300.00	\$ 4.50	\$4,500.00
901/Plans	33	Temporary Slope Barrier	500	L.F.	\$ 5.00	\$2,500.00	\$ 4.00	\$2,000.00	\$ 2.00	\$1,000.00	\$ 4.00	\$2,000.00
901/Plans	34	Biodegradable Log	50	L.F.	\$ 10.00	\$500.00	\$ 10.00	\$500.00	\$ 11.00	\$550.00	\$ 10.00	\$500.00
901/Plans	35	Rock Ditch Check	30	C.Y.	\$ 85.00	\$2,550.00	\$ 32.25	\$967.50	\$ 78.00	\$2,340.00	\$ 65.80	\$1,974.00
901	36	Sediment Removal (set)	1	C.Y.	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00
901	37	Mobilization, Emergency Erosion Control (set)	1	Ea.	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00
Plans	38	Temporary Seed, Fertilizer, & Mulch	15	Ac.	\$ 1,000.00	\$15,000.00	\$ 700.00	\$10,500.00	\$ 1,000.00	\$15,000.00	\$ 700.00	\$10,500.00
Plans/ Spec Prov	39	Permanent Seed, Fertilizer & Mulch	15	Ac.	\$ 2,750.00	\$41,250.00	\$ 1,350.00	\$20,250.00	\$ 1,000.00	\$15,000.00	\$ 1,350.00	\$20,250.00
840	40	Temporary Surfacing Material (Aggregate) (set)	1	C.Y.	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00	\$ 35.00	\$35.00
847	41	Mailbox Installation (set)	1	Ea.	\$ 140.00	\$140.00	\$ 140.00	\$140.00	\$ 140.00	\$140.00	\$ 140.00	\$140.00
Plans	42	Monument Box	4	Ea.	\$ 1,200.00	\$4,800.00	\$ 991.00	\$3,964.00	\$ 900.00	\$3,600.00	\$ 1,400.00	\$5,600.00
804	43	Maintenance & Restoration of Haul Roads (set)	1	L.S.	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00
805/Plans	44	Construction Sign (0 to 9.25 Sq. Ft.)	5,642	Ea. Day	\$ 2.00	\$11,284.00	\$ 0.01	\$56.42	\$ 0.01	\$56.42	\$ 0.30	\$1,692.60
805/Plans	45	Construction Sign (9.26 to 16.25 Sq. Ft.)	2,149	Ea. Day	\$ 2.00	\$4,298.00	\$ 1.00	\$2,149.00	\$ 0.01	\$21.49	\$ 0.90	\$1,934.10
805/Plans	46	Type III Barricade (4 to 8 ft.)	2,170	Ea. Day	\$ 5.00	\$10,850.00	\$ 0.01	\$21.70	\$ 0.01	\$21.70	\$ 0.90	\$1,953.00
805/Plans	47	Type "A" Warning Light	4,809	Ea. Day	\$ 1.00	\$4,809.00	\$ 0.01	\$48.09	\$ 0.01	\$48.09	\$ 0.45	\$2,164.05
805/Plans	48	Channelizers (Portable)	3,000	Ea.	\$ 1.00	\$3,000.00	\$ 0.15	\$450.00	\$ 0.01	\$30.00	\$ 0.30	\$900.00
805/Plans	49	Portable Changeable Message Board	14	Ea.	\$ 270.00	\$3,780.00	\$ 300.00	\$4,200.00	\$ 103.80	\$1,453.20	\$ 65.00	\$910.00
805	50	Traffic Control (Initial Setup)	1	L.S.	\$ 3,800.00	\$3,800.00	\$ 10,830.00	\$10,830.00	\$ 8,330.00	\$8,330.00	\$ 4,550.00	\$4,550.00
					Sub-Total	\$195,326.00		\$132,065.61		\$118,971.90		\$122,359.75

		ENGINEERS ESTIMATE				HAMM, INC		R D JOHNSON EXCAVATING		BETTIS ASPHALT & CONST	
SPEC NO.	BIDDING ITEM - ROAD ITEMS	APPROX. QTY.		UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.
	<b>BIDDING ITEMS - BRIDGE ITEMS (12.00N-11.30E)</b>										
729/Plans	200 Area Prepared for Patching	10	S.Y.	\$ 225.00	\$2,250.00	\$ 410.00	\$4,100.00	\$ 450.00	\$4,500.00	\$ 80.00	\$800.00
729/Plans	201 Area Prepared for Patching (Full Depth)	5	S.Y.	\$ 300.00	\$1,500.00	\$ 550.00	\$2,750.00	\$ 580.00	\$2,900.00	\$ 175.00	\$875.00
729/Plans	202 Multi-Layer Polymer Concrete Overlay	866	S.Y.	\$ 45.00	\$38,970.00	\$ 46.25	\$40,052.50	\$ 48.00	\$41,568.00	\$ 25.75	\$22,299.50
711	203 Reinforcing Steel (GR 60) (Repair) (set)	1	Lbs.	\$ 3.00	\$3.00	\$ 3.00	\$3.00	\$ 3.00	\$3.00	\$ 3.00	\$3.00
801	204 Mobilization	1	L.S.	\$ 10,000.00	\$10,000.00	\$ 8,000.00	\$8,000.00	\$ 8,350.00	\$8,350.00	\$ 2,000.00	\$2,000.00
				Sub-Total		\$52,723.00		\$54,905.50		\$57,321.00	
				<b>TOTAL</b>		<b>\$1,639,947.75</b>		<b>\$1,489,148.69</b>		<b>\$1,572,405.20</b>	
										<b>\$1,665,734.50</b>	

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

Jamison Shew  
 Douglas County Clerk

Date: 6/10/14

DOUGLAS COUNTY, KANSAS  
OFFICE OF THE COUNTY ENGINEER  
SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
DOUGLAS COUNTY PROJECT NO. 2012-14

ROUTE 458  
3-R IMPROVEMENTS  
(BANNINGS CORNER TO HWY 59)

BID #14-F-0001

Douglas County Commissioners

Nancy Thellman, Chairman

Mike Gaughan, Member

Jim Flory, Member

Approved By:

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

Date: 5/14/14

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

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DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001  
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, June 10, 2014, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2012-14 consists of Deck Repair and Polymer Overlay on Bridge No. 12.00N-11.30E over Washington Creek, A Pre-Cast RCB and Cross Road Pipe Replacements, Area Inlets, Grading, Shoulder Construction, Seeding, Milling, HMA-Patching, HMA-Base, HMA-Surfacing, Aggregate Shouldering, and Traffic Control.

Douglas County Project 2012-14 is located on Douglas County Route 458 from E 1052 to Highway 59.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ [www.demandstar.com](http://www.demandstar.com), and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No."2012-14", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. Two options are available for purchasing plans and contract documents. Option 1) One full set of plans, a digital copy of plans and a copy of the contract documents and specifications; Cost \$225.00. Option 2) A digital copy of plans and copy of the contract documents and specifications; Cost \$50.00. The contract documents, specifications, and plans become the property of the prospective bidder and are not returnable. Copies of the contract documents, specifications, and plans are on file and open for public inspection at the Office of the County Engineer.

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

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

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

DOUGLAS COUNTY PUBLIC WORKS  
Keith A. Browning, P.E.  
Director of Public Works  
Date: 5/14/14

Publication Date: Friday, May 16, 2014  
Saturday, May 24, 2014

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

Douglas County Administrator  
Douglas County Purchasing  
Douglas County Shop

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2012-14" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

SPECIFICATIONS

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

DIVISION 100  
GENERAL CLAUSES AND COVENANTS  
Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS  
(Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

SPECIFICATIONS  
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2012-14", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS  
(Continued)

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

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

Section 109

MEASUREMENT AND PAYMENT

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

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

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001  
PROPOSAL

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

1. Proposal of Hamm, Inc. 609 Perry Place Perry, KS 66073 for the performance of "Douglas County Project No. 2012-14", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within sixty-five (65) working days. The earliest anticipated date for the "Notice to Proceed" is July 7, 2014. The latest anticipated date for the Notice to Proceed is July 14, 2014.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Hamm, Inc.  
Name of Organization

By:

Gary Hamm, President

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID # 14-F-0001

SCHEDULE OF PRICES  
ROUTE 458 from E 1052 to Highway 59

<u>SPEC. NO.</u>	<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
201	1	CLEARING AND GRUBBING	L.S.	1	28,300.00	28,300.00
801	2	MOBILIZATION	L.S.	1	36,135.00	36,135.00
802	3	REMOVAL OF EXISTING STRUCTURES	L.S.	1	23,400.00	23,400.00
205	4	UNCLASSIFIED EXCAVATION (VMF=0.8)	C.Y.	13385	4.50	60,232.50
205	5	COMPACTION OF EARTHWORK (TYPE B) (MR-90)	C.Y.	18453	0.92	16,976.76
205	6	COMPACTION OF EARTHWORK (TYPE AA) (MR 5-5)	C.Y.	3687	1.50	5,530.50
205	7	COMMON EXCAVATION (CONTRACTOR FURNISHED)	C.Y.	14290	6.35	90,741.50
611/SPEC PROV	8	HMA – COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	10113	61.72	624,174.36
611/SPEC PROV	9	HMA – COMMERCIAL GRADE (CLASS A) (BASE)	TON	3972	52.23	207,457.56
611/SPEC PROV	10	HMA – COMMERCIAL GRADE (CLASS A) (PATCHING)	TON	800	80.00	64,000.00
603/SPEC PROV	11	ASPHALT PAVEMENT SMOOTHNESS	L.S.	1	2,000.00	2,000.00
1100	12	COMBINED MATERIAL (AB-3)	TON	334	12.80	4,225.20
1113	13	AGGREGATE FOR SHOULDERING (AS-1)	TON	722	13.10	9,458.20
735/ PLANS	14	8'x6'x54 L.F. PRECAST RCB WITH PRECAST WINGWALLS	L.S.	1	52,300.00	52,300.00
204	15	FOUNDATION STABILIZATION (SET)	C.Y.	1	\$45.00	\$45.00
204	16	CONCRETE FOR SEAL COURSE (SET)	C.Y.	1	\$175.00	\$175.00
204	17	GRANULAR BACKFILL (WINGWALLS)(SET)	C.Y.	1	\$50.00	\$50.00
817	18	24" CROSS ROAD PIPE (RCP)	L.F.	48	105.60	5,068.80
817	19	24" ENTRANCE PIPE (CMP)	L.F.	78	41.80	3,260.40
817	20	18" ENTRANCE PIPE (CMP)	L.F.	1026	41.60	42,681.60
817	21	60" CROSS ROAD PIPE (RCP)	L.F.	56	318.00	17,808.00
817	22	24" END SECTION (RC)	EA.	2	502.70	1,005.40
817	23	24" END SECTION (CM)	EA.	2	365.20	730.40
817	24	18" END SECTION (CM)	EA.	21	303.40	6,371.40



<u>SPEC. NO.</u>	<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
817	25	60" END SECTION (RC)	EA.	2	2,281.00	4,562.00
815/ PLANS	26	4'x4' AREA INLET	EA.	7	2,630.10	18,410.70
1114	27	18" NOMINAL RIP RAP	S.Y.	404	22.80	9,211.20
205	28	WATER (GRADING) (SET)	Mgal.	1	\$35.00	\$35.00
802	29	CONSTRUCTION STAKING	L.S.	1	32,500.00	32,500.00
803	30	FIELD OFFICE & LABORATORY (TYPE B)	EA.	1	2,500.00	2,500.00
901/ PLANS	31	TEMPORARY INLET SEDIMENT BARRIER	EA.	7	100.00	700.00
901/ PLANS	32	TEMPORARY DITCH CHECK	L.F.	1000	4.50	4,500.00
901/ PLANS	33	TEMPORARY SLOPE BARRIER	L.F.	500	4.00	2,000.00
901/ PLANS	34	BIODEGRADABLE LOG	L.F.	50	10.00	500.00
901/ PLANS	35	ROCK DITCH CHECK	C.Y.	30	32.25	967.50
901	36	SEDIMENT REMOVAL (SET)	C.Y.	1	\$35.00	\$35.00
901	37	MOBILIZATION, EMERGENCY EROSION CONTROL (SET)	EA.	1	\$1000.00	\$1000.00
PLANS	38	TEMPORARY SEED, FERTILIZER, & MULCH	AC.	15	700.00	10,500.00
PLANS/ SPEC PROV	39	PERMANENT SEED, FERTILIZER & MULCH	AC.	15	1,350.00	20,250.00
840	40	TEMPORARY SURFACING MATERIAL (AGGREGATE) (SET)	C.Y.	1	\$35.00	\$35.00
847	41	MAILBOX INSTALLATION (SET)	EA.	1	\$140.00	\$140.00
PLANS	42	MONUMENT BOX	EA.	4	991.00	3,964.00
804	43	MAINTENANCE & RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2500.00	\$2500.00
805/ PLANS	44	CONSTRUCTION SIGN (0 TO 9.25 Sq. Ft.)	EADA	5642	0.01	56.42
805/ PLANS	45	CONSTRUCTION SIGN (9.26 TO 16.25 Sq. Ft.)	EADA	2149	1.00	2,149.00
805/ PLANS	46	TYPE III BARRICADE (4 TO 8 Ft.)	EADA	2170	0.01	21.70
805/ PLANS	47	TYPE "A" WARNING LIGHT	EADA	4809	0.01	48.09
805/ PLANS	48	CHANNELIZERS (PORTABLE)	EA.	3000	0.15	450.00
805/ PLANS	49	PORTABLE CHANGEABLE MESSAGE BOARD	EA.	14	300.00	4,200.00
805	50	TRAFFIC CONTROL (INITIAL SETUP)	L.S.	1	10,830.00	10,830.00

SPEC. NO.	LINE ITEM NO.	BRIDGE ITEMS (12.00N-11.30E)	UNIT	QUANTITY	UNIT COST	AMOUNT
729/ PLANS	200	AREA PREPARED FOR PATCHING	S.Y.	10	410.00	4,100.00
729/ PLANS	201	AREA PREPARED FOR PATCHING (FULL DEPTH)	S.Y.	5	550.00	2,750.00
729/ PLANS	202	MULTI-LAYER POLYMER CONCRETE OVERLAY	S.Y.	866	46.25	40,052.50
711	203	REINFORCING STEEL (GR 60) (REPAIR) (SET)	LBS.	1	\$3.00	\$3.00
801	204	MOBILIZATION	L.S.	1	8,000.00	8,000.00

TOTAL BID 1,489,148.69 *JK*

NOTE: Bidder shall extend all items and total bid.

*Hamm, Inc.*  
 \_\_\_\_\_  
 CONTRACTOR

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and \_\_\_\_\_, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

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

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

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

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

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

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

CONTRACT (continued)

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Legality:

\_\_\_\_\_  
Douglas County Counselor

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Title of Signature

BOND NO. \_\_\_\_\_

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2012-14  
BID #14-F-0001

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a surety company duly  
authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the State of  
Kansas in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (the current amount of the contract price between Principal and  
Owner) lawful money of the United States of America, for the payment of which sum well and truly to be  
made, bind ourselves and our respective heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the  
Principal has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written  
Agreement with the Board of County Commissioners of Douglas County, Kansas, hereinafter called the  
Owner, for furnishing labor, equipment, material, and supplies used or consumed in connection with the  
installation, construction of, or in making such improvements, equipment, and services described in said  
Agreement, all in accordance with the plans, specifications and other Contract Documents described  
therein and as supplemented and otherwise changed during the project (the "Undertaking"). The  
Agreement (including but not limited to the plans, specifications and other Contract Documents) is by  
reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the Principal  
shall pay all indebtedness incurred for the Undertaking as required under the Contract, then this  
obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal  
or any Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for  
the Undertaking as required under the Contract, then the Surety shall pay the same in any amount not  
exceeding the amount of this obligation, together with any interest and attorneys' fees as provided by  
law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that  
no change, extension of time, modification, supplement, alteration or addition to the undertakings,  
covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations  
on this bond. The Surety does hereby waive notice of any change, extension of time, modification,  
supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety  
stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by  
any change order(s) to the Contract as approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated  
for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
(Attorney-In-Fact)

By: \_\_\_\_\_  
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

BOND NO. \_\_\_\_\_

**DOUGLAS COUNTY, KANSAS**  
PROJECT NO. 2012-14  
BID #14-F-0001

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT:

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the Board of County Commissioners of Douglas County, Kansas, as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the current amount of the contract price between Principal and Obligee), lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves, and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has, on \_\_\_\_\_, 20\_\_\_\_, entered into a written Agreement with the Obligee for furnishing labor, equipment, material, and supplies in connection with the installation, construction of or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project. The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, obligation and part of the Contract, according to the true intent and meaning in each case, and hold the Obligee harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or its employees, and if said Principal maintains the improvement, equipment, and service as provided for in said Contract and make good all defects in materials and workmanship as required under the Contract, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal is, and is declared by the Obligee to be, in default under the Contract, the Surety shall remedy the default at its expense by promptly (a) completing the Contract in accordance with its terms and conditions, through its agents or independent contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, secured by payment and performance bonds, and pay to Obligee the final cost of such agreements less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the Contract as approved by the Obligee; or (c) work out such other arrangements as are accepted by Obligee in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
(Attorney-In-Fact)

By: \_\_\_\_\_  
(Kansas Agent)



(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

Sufficiency of the Bond Approved by:

\_\_\_\_\_  
Chairperson of Board of County Commissioners

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

Form and Amount of Bond Approved By:

\_\_\_\_\_  
County Counselor

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

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

DOUGLAS COUNTY  
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

GENERAL DESCRIPTION:

Douglas County Project 2012-14 consists of Deck Repair and Polymer Overlay on Bridge No. 12.00N-11.30E over Washington Creek, A Pre-Cast RCB and Cross Road Pipe Replacements, Area Inlets, Grading, Shoulder Construction, Seeding, Milling, HMA-Patching, HMA-Base, HMA-Surfacing, Aggregate Shouldering, and Traffic Control.

Douglas County Project 2012-14 is located on Douglas County Route 458 from E 1052 to Highway 59.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Cover Sheet
2-3	Typical Sections
4	General Notes and Quantities
5-6	General Layout and Survey Control
7-31	Road Plan and Profile
32-33	Cross Road Structure Details
34-35	RCP and CMP Details
36-38	Entrance Profiles
39-46	Storm Water Pollution Control Plans
47-52	KDOT Standard Erosion Control Details
53-94	Road Cross Sections
95-105	Traffic Control Plan

BRIDGE REPAIR 12.00N-11.30E

200	Title Sheet
201	Summary of Quantities and General Notes
202	Construction Layout
203	Delamination Map
204	Deck Patching and Wearing Surface Details

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

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



SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

SECTION 804  
MAINTENANCE AND RESTORATION  
OF HAUL ROADS

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

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

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

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

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

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

SPECIAL PROVISION  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**ASPHALT SAFETY EDGE**

**1.0 DESCRIPTION:**

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

**2.0 MATERIALS:**

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

**3.0 EQUIPMENT:**

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

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

**4.0 CONSTRUCTION METHODS:**

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

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

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

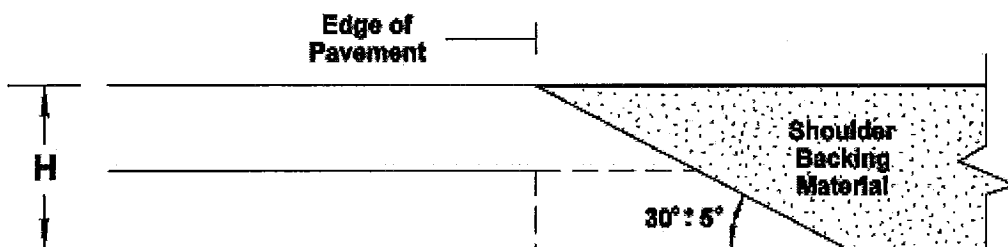
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

**5.0 METHOD OF MEASUREMENT:**

Asphalt safety edge will not be measured for payment.

**6.0 BASIS OF PAYMENT:**

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



**For H < 5 In.**

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

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

SPECIAL PROVISION  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**SECTION 603 (amended)**

ASPHALT PAVEMENT SMOOTHNESS

**603.1 DESCRIPTION**

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

**BID ITEM**

Asphalt Pavement Smoothness

**UNITS**

Lump Sum

**603.2 MATERIALS** - None specified.

**603.3 CONSTRUCTION REQUIREMENTS**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Use these methods for corrections:

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

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

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

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

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

**603.4 MEASUREMENT AND PAYMENT**

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

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

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

**SUBSECTION 611.1 DESCRIPTION**, Add the following Bid Items:

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

**SUBSECTION 611.2 MATERIALS**, Table 611-1,

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

Change the Binder requirement to PG64-22

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

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

When placing HMA – Commercial Grade (Class A) (Surface), remix the material transferred from the hauling unit, prior to placement, utilizing a Material Transfer Device, as described in Division 155.5. If, in the opinion of the Engineer, the Material Transfer Device may damage the base asphalt the Material Transfer Device may not be used. A Material Transfer Device is not required when placing HMA for side roads and entrances, or as directed by the Engineer.

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for asphalt material (HMA – Commercial Grade (Class A)) will be based on the Computed Monthly Asphalt Material Index in effect for May, 2014 as listed @ <http://www.ksdot.org/burconsmain/ppreg/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for May, 2014.

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

Example:

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

SPECIAL PROVISION  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

**SECTION 847**

**MAILBOX ADJUSTMENTS**

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

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

Provide commercially available post-to-mailbox assemblies.

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

SPECIAL PROVISION  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

SECTION 2103  
SEEDS

**2103.1 DESCRIPTION**

This specification covers the material requirements for seeds.

**2103.2 REQUIREMENTS**

**a. General.** Provide seeds which comply with the seed and noxious weed laws of the State of Kansas and applicable Kansas Department of Agriculture Rules and Regulations except as specifically noted in this Section.

Do not provide *Sericea Lespedeza* and *Multiflora Rose* with any seed.

**b. Seed Quality and Definitions.** Conduct all seed analyses in accordance with rules and regulations as prescribed by the Association of Official Seed Analysts (AOSA) and Kansas Seed Law. The Kansas Seed Law specifies the kind and amount of weed seed permitted; the requirement for a current analysis report; and labeling of all seed to show its purity, germination, date of last germination test, and weed seed content.

Cleaning and conditioning of seed must result in a product that meets or exceeds minimum standards. The product must also be clean enough to plant using existing drilling equipment without further processing.

(1) Kansas Seed Law. The germination test is valid for 9 months after the end of the month the test was made, so long as the seed remains in Kansas.

(2) Federal Seed Law. For seed shipped across state lines, the germination test is valid for 5 months after the end of the month the test was made.

(3) Interpretation of Current Analysis Report. For seed purchased during the valid period of the germination test, the analysis report may be considered current for the full seeding period in effect at the time of purchase. (If seed is purchased March 1, and the valid date expires March 31, the analysis report may be considered current if the seed is planted by April 30, which is the end of the spring seeding period. If the seed is to be planted during a later seeding season, a new germination test is required.) This interpretation may be amended by the Engineer for those projects in which KDOT delayed seeding to a later seeding season. In these situations the seed need not be retested only for the next season.

**Add the following to Subsection 2103.2 (c.) Pure Live Seed (PLS) Requirements and Determination.**

**Table 2103-4 Common Midwestern Wetland Habitat Mix (WP7)**

**c. Pure Live Seed (PLS) Requirements and Determination.** Compute percent pure live seed (%PLS) by adding percent germination to percent firm or hard seed. Divide the sum by 100. Multiply this product by the percent purity.

$$\% \text{ PLS} = \frac{(\% \text{ Germ.} + \% \text{ Firm or Hard Seed}) \times \% \text{ Purity}}{100}$$

100

Minimum PLS requirements are shown in TABLES 2103-1, 2103-2 and 2103-4. The Engineer may grant permission to use seeds that fail to comply with the required PLS provided the following conditions are met.

(1) The Contractor can provide suitable evidence to the Engineer that seeds comply with TABLE 2103-1 or 2103-2 are not readily available.

(2) The Contractor is willing to increase the quantity of seeds, at no additional cost to KDOT, to provide the minimum quantity of PLS required.

**d. Origin of Seed.** Where named or numbered strains are not available, use of seed from native stands is permitted if the seed is harvested within range of its planting location not to exceed:

(1) 300 miles south, 150 miles north or west and 1500 feet in higher elevation.

(2) Native seed sources must be identified as to state and county where seed was harvested in order to certify location and elevation.

e. **Buffalo Grass Seed (Buchloe dactyloides).** Buffalo grass seed may be an improved strain, hybrid or named variety as specified on the Contract Documents. Stain with a dye. Treat all buffalo grass seed to enhance germination.

f. **Bulk Seed Determination.** Determine the amount of bulk seed needed for each bid item based on PLS requirements and the following formula:

$$\text{Total Bulk Mass} = \frac{\text{Bid Item PLS Plan Quantity}}{\% \text{ PLS}}$$

**2103.3 TEST METHODS**

As prescribed by the AOSA and The Kansas Seed Law.

**2103.4 PREQUALIFICATION**

None Required. Seed supplier must follow all registration and licensing requirements stated in The Kansas Seed Law.

**2103.5 BASIS OF ACCEPTANCE**

The Engineer will accept each seed shipment to a project work site based on the following:

- a. Receipt of a copy of the seed supplier's "Kansas Seed Law Business Registration" certificate.
- b. Receipt and approval of a certification from the seed supplier stating the compliance of the supplied seed with this specification and The Kansas Seed Law.
- c. Verification that each seed container is labeled as required by The Kansas Seed Law.
- d. Verification of compliance with the minimum required % PLS as stated in **TABLE 2103-1, 2103-2 and 2103-4.**

<b>TABLE 2103-1: GRASS SEED</b>	
<b>Bid Item</b>	<b>Minimum % PLS</b>
Bluegrass, Kentucky	64.0
Bluestem, Big (Kaw)	35.0
Bluestem, Little (Aldous)	28.0
Bluestem, Sand (Garden)	35.0
Bromegrass, Smooth	72.0
Buffalograss (Sharp's Improved)	72.0
Canarygrass,(Reed)	63.0
Dropseed, Sand	57.0
Fescue, Tall, (K-31), (Rebel II)	80.0
Foxtail, Creeping (Garrison)	60.0
Grama, Blue (Lovington)	21.0
Grama, Sideoats (El Reno)	35.0
Indiangrass (Osage)	42.0
Lovegrass, Sand (Bend)	58.0
Millet, Foxtail	77.0
Ryegrass, Perennial	83.0
Sacaton, Alkali (Salado)	57.0
Sandreed, Big	15.0
Sandreed, Prairie	28.0

TABLE 2103-1: GRASS SEED	
Bid Item	Minimum % PLS
Sudangrass	76.0
Switchgrass (Blackwell)(Kanlow)	81.0
Timothy	76.0
Wheatgrass, Intermediate	72.0
Wheatgrass, Streambank (Sodar)	63.0
Wheatgrass, Western (Barton)	60.0
Wheat x Wheatgrass Hybrid (Regreen)(TM)	85.0
Wild-rye, Canada	**
Ryegrass, Common	83.0
Ryegrass, Italian	83.0

\*\* No Industry Standard

TABLE 2103-2: WILDFLOWER SEED		
Common Name	Bid Item	Minimum % PLS
Golden yarrow	Achillea filipendulina	**
Yarrow	Achillea millefolium	68.0
Red yarrow	Achillea millefolium f. rubra	**
Lead-plant	Amorpha canescens*	**
False-indigo	Amorpha fruticosa*	**
Swamp milkweed	Asclepias incarnata	**
Common milkweed	Asclepias syriaca	**
Butterfly milkweed	Asclepias tuberosa	**
Drummond's aster	Aster drummondii	**
Fendler's aster	Aster fendleri	**
New England aster	Aster novae-angliae	**
Aromatic aster	Aster oblongifolius	**
Azure aster	Aster oolentangiensis	**
Single-stemmed bog aster	Aster paludosus subsp. hemisphericus	**
	Aster patens var. patentissimus	**
Willowleaf aster	Aster praealtus var. praealtus	**
Silky aster	Aster sericeus	**
Blue false-indigo	Baptisia australis var. minor*	**
Plains wild-indigo	Baptisia bracteata var. glabrescens	**
Purple poppy-mallow	Callirhoe involucrata	**
Showy partridge-pea	Cassia chamaecrista*	**
Indian paintbrush	Castilleja coccinea	**
Citron paintbrush	Castilleja purpurea var. citrina	**
Downy paintbrush	Castilleja sessiliflora	**
Cornflower	Centaurea cyanus	80.0
Ox-eye daisy	Chrysanthemum leucanthemum	78.0
Chicory	Cichorium intybus	83.0
Bigflower coreopsis	Coreopsis grandiflora	**
Lance-leaved coreopsis	Coreopsis lanceolata	71.0
Plains coreopsis	Coreopsis tinctoria	83.0
Rough-leaf dogwood	Cornus drummondii	**
Gray dogwood	Cornus foemina	**
Crownvetch	Coronilla varia*	**
Cosmos	Cosmos bipinnatus	76.0
Golden prairie-clover	Dalea aurea*	**
White prairie-clover	Dalea candida*	**



**TABLE 2103-2: WILDFLOWER SEED**

<b>Common Name</b>	<b>Bid Item</b>	<b>Minimum % PLS</b>
Nine-anther prairie-clover	Dalea enneandra*	**
Round-head prairie-clover	Dalea multiflora*	**
Kaneb purple prairie-clover	Dalea purpurea 'Kaneb'*	58.0
Silky prairie-clover	Dalea villosa*	**
Illinois bundleflower	Desmanthus illinoensis*	**
Shooting star	Dodecatheon meadia	**
Purple coneflower	Echinacea angustifolia	**
Pale coneflower	Echinacea pallida	**
Englemann's daisy	Engelmannia pinnatifida	**
Button snakeroot	Eryngium yuccifolium	**
Tall joe-pye weed	Eupatorium altissimum	**
Joe-pye weed	Eupatorium maculatum var. bruneri	**
Boneset	Eupatorium perfoliatum	**
Sweet joe-pye weed	Eupatorium purpureum	**
Indian blanket flower	Gaillardia pulchella	63.0
Prairie gentian	Gentiana puberulenta	**
Snakeweed	Gutierrezia sarothrae	**
Maximilian sunflower	Helianthus maximilianii	**
Dame's rocket	Hesperis matronalis	83.0
Bush morning-glory	Ipomoea leptophylla	**
Perennial Sweetpea	Lathyrus latifolius*	**
Round-head lespedeza	Lespedeza capitata*	**
Rough gayfeather	Liatris aspera	**
Dotted gayfeather	Liatris punctata	**
Eureka thickspike gayfeather	Liatris pycnostachya 'Eureka'	**
Cardinal flower	Lobelia cardinalis	**
Indian-tobacco	Lobelia inflata	**
Blue cardinal flower	Lobelia siphilitica	**
Palespike lobelia	Lobelia spicata	**
Bird's foot trefoil	Lotus corniculatus*	80.0
Tahoka daisy	Machaeranthera tanacetifolia	**
Black-foot daisy	Melampodium leucanthum	**
Wild bergamot	Monarda fistulosa var. fistulosa	**
Missouri eveningprimrose	Oenothera macrocarpa	73.0
White eveningprimrose	Oenothera speciosa	58.0
White beardtongue	Penstemon albidus	**
Buckley's penstemon	Penstemon buckleyi	**
Cobaea penstemon	Penstemon cobaea	**
Large beardtongue	Penstemon grandiflorus	**
Tube penstemon	Penstemon tubaeformis	**
Blue phlox	Phlox divaricata subsp. laphamii	**
Prairie phlox	Phlox pilosa subsp. fulgida	**
Prairie phlox	Phlox pilosa subsp. pilosa	**
White milkwort	Polygala alba	**
Blood polygala	Polygala sanguinea	**
Sand cherry	Prunus pumila var. besseyi	**
Upright prairieconeflower	Ratibida columnifera	76.0
Mexican hat prairieconeflower	Ratibida columnifera f. pulcherrima	76.0
Grayhead prairieconeflower	Ratibida pinnata	76.0
Sunglow prairieconeflower	Ratibida pinnata 'Sunglow'	**

TABLE 2103-2: WILDFLOWER SEED		
Common Name	Bid Item	Minimum % PLS
Black-eyed susan	Rudbeckia hirta	78.0
Brown-eyed susan	Rudbeckia triloba var. triloba	**
Nekan blue sage	Salvia azurea 'Nekan'	**
Lance-leaved sage	Salvia reflexa	**
Catclaw sensitive brier	Schrankia nuttallii	**
Compass plant	Silphium laciniatum	**
Cup plant	Silphium perfoliatum	**
Prairie goldenrod	Solidago missouriensis var. fasciculata	**
Rigid goldenrod	Solidago rigida var. rigida	**
Red false-mallow	Sphaeralcea coccinea	**
Prince's plume	Stanleya pinnata var. pinnata	**
Rockpink flameflower	Talinum calycinum	**
Prairie flameflower	Talinum parviflorum	**
Bracted spiderwort	Tradescantia bracteata	**
Prairie spiderwort	Tradescantia occidentalis	**
Ohio spiderwort	Tradescantia ohiensis	**
Shortstem spiderwort	Tradescantia tharpaii	**
White clover	Trifolium repens*	**
Venus'looking glass	Triodanis perfoliata	**
Moth mullein	Verbascum blattaria	**
Dakota vervain	Verbena bipinnatifida	**
Rose vervain	Verbena canadensis	**
Hoary vervain	Verbena stricta	**
Arkansas ironweed	Vernonia arkansana	**
Western ironweed	Vernonia baldwinii subsp. interior	**
Western ironweed	Vernonia fasciculata subsp. fasciculata	**
Rocky Mountain zinnia	Zinnia grandiflora	**

\*Inoculate legume seeds with their specific nitrogen fixing bacteria listed in TABLE 2103-3 and in accordance with SECTION 2106.

\*\* No Industry Standard

TABLE 2103-3: NITROGEN FIXING BACTERIA			
Genus	Inoculant	Genus	Inoculant
Amorpha	Amorpha Spec 1	Desmanthus	Desmanthus Spec 1
Baptisia	Baptisia Spec 1	Lathyrus	Type C
Cassia	Type EL	Lespedeza	Type EL
Dalea	UMR6815		

**Table 2103-4: Custom Midwestern Wetland Habitat Mix  
(WP7)**

Approximate mix weight 36 lbs/acre with 62 native seeds/sq. ft.

52.0% Graminoids, 23.0% Forbs Temp Cover Grasses

<b>PLS Pounds/Acre</b>	<b>Cover Crop</b>		<b>% Seed</b>
0.0625	Agrostis alba palustris	Creeping Bentgrass	53.96%
32.0000	Avena sativa	Seed Oats	46.04%
<b>32.0625</b>			<b>100.00%</b>
<b>PLS Pounds/Acre</b>	<b>Grasses/Sedges/Rushes</b>		<b>% Seed</b>
0.0313	Carex frankii	Franks Sedge	0.50%
0.2000	Carex vulpinoidea	Fox Sedge	18.84%
0.0300	Eleocharis palustris	Creeping Spike Rush	3.62%
0.7500	Elymus virginicus	Virginia Wild Rye	2.72%
0.0156	Juncus torreyi	Torrey's Rush	27.52%
0.0300	Leersia oryzoides	Rice Cut Grass	1.64%
1.0000	Panicum virgatum	Switch Grass	16.03%
0.0625	Polygonum amphibium	Water Knotweed	0.18%
0.0156	Scirpus atrovirens	Dark Green Bulrush	3.92%
0.0625	Scirpus pendulus	Drooping Bulrush	15.10%
0.3000	Scirpus validus	Softstem Bulrush	8.79%
0.1200	Spartina pectinata	Prairie Cord Grass	1.14%
<b>2.6175</b>			<b>100.00%</b>
<b>PLS Pounds/Acre</b>	<b>Forbs</b>		<b>% Seed</b>
0.2500	Alisma subcordatum	Subcordate Water Plantain	32.10%
0.1500	Lycopus americana	American Bugleweed	38.48%
0.7500	Bidens cernua	Nodding Beggar-Ticks	29.42%
<b>1.1500</b>			<b>100.00%</b>

**KANSAS DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION TO THE  
STANDARD SPECIFICATIONS, 2007 EDITION**

**Delete SECTION 729 and replace with the following:**

**SECTION 729**

**MULTI-LAYER POLYMER CONCRETE OVERLAY**

**729.1 DESCRIPTION**

Prepare the surface of the reinforced concrete bridge deck and construct a multi-layer polymer concrete overlay (overlay) as shown on the Contract Documents.

Provide an overall combination of labor and equipment with the capability of proportioning and mixing the polymer resin components and placing the primer and aggregate, in accordance with this specification and the manufacturer/supplier's recommendations.

**BID ITEM**

Multi-Layer Polymer Concrete Overlay

**UNITS**

Square Yard

**729.2 MATERIALS**

**a. General.**

(1) Proportion all polymer materials according to the manufacturer/supplier's recommendations.

(2) Provide the Engineer with a copy of the polymer materials manufacturer/supplier's mixing and application recommendations.

(3) If concrete bridge deck patching is specified, polymer concrete materials may be used for patching of the concrete bridge deck. See **SECTION 731** for handling of bridge deck patching.

**b. Epoxy.** Provide a Type III epoxy resin as defined in **special provision 07-17010 (latest revision)**.

**c. Polyester.** Provide a polyester resin as defined in **special provision 07-17010 (latest revision)**.

**d. Aggregate.**

(1) Provide FA-C aggregate meeting **TABLE 1102-3** and **TABLE 1102-4, special provision 07-11009 (latest revision)**, or

(2) As provided by the polymer concrete overlay supplier in a prequalified system, **special provision 07-17010 (latest revision)**.

**729.3 CONSTRUCTION REQUIREMENTS**

**a. General.** Wet cure concrete on new bridge decks for 14 days and allow the deck to dry for 21 days before applying the overlay.

Portland cement concrete patches require a minimum cure period of 28 days before application of the overlay.

At the preconstruction conference, discuss the patching material and the corresponding curing period. Submit changes, including a written statement from the polymer manufacturer/supplier recommending changes, to the Engineer for approval.

**b. Equipment.** Equipment is subject to approval of the Engineer and must comply with these requirements:

(1) Surface Preparation Equipment.

(a) Shot-blasting equipment capable of producing a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation Level 6 to 7 or ASTM E 965 Pavement Macrotexture Depth of 0.04 to 0.08 inch. Final acceptance is based on testing procedures as outlined in KT-70, Part V.

(b) Shot/Sand blast equipment capable of producing the required surface relief on the deck adjacent to bridge rails and barriers and areas not accessible with shot blast equipment.

(c) Empty shot blasters and dispose of waste material a minimum of 50 feet from the prepared bridge deck. On long structures empty shot blasters on the unprepared surface a minimum of 50 feet from prepared surface to prevent contamination of the deck by return of dust to the prepared surface.

(d) The Engineer must approve the use of scarifiers, scabblers or milling machines.

(e) Wet sand blasting is prohibited.

(2) Mechanical Application Equipment.

(a) Polymer mixing and distribution system capable of accurate and complete mixing of the polymer resin and hardening agent, verification of the mix ratio and uniform and accurate distribution of the polymer materials at the specified rate on 100% of the work area.

(b) A self-propelled aggregate spreader (if required) capable of uniform and accurate application of the dry aggregate over 100 % of the work area.

(c) An air compressor capable of producing a sufficient amount of oil free and moisture free compressed air to remove all dust and loose material.

(d) Adequate additional hand tools to facilitate the placement of the polymer concrete overlay in accordance with this specification and the manufacturer/supplier's recommendations.

(3) Hand Application Equipment.

(a) Calibrated containers for accurate measurement of the polymer components.

(b) Paddle type mixer or other mixing device capable of accurate and complete mixing of the polymer resin and hardening agent.

(c) Notched squeegees and brooms capable of spreading the polymer material in accordance with this specification and the manufacturer/supplier's recommendations.

(d) Aggregate spreader capable of uniform and accurate application of the dry aggregate.

(e) Adequate additional hand tools to facilitate the placement of the polymer concrete overlay in accordance with this specification and the manufacturer/supplier's recommendations.

**c. Preparation of Surface.**

(1) When specified, perform any required repairs under **SECTION 731** and cure repairs, before preparation of the surface.

(2) Protect metal deck drains and areas of the curb or railing above the proposed surface from the shot blast.

(3) Close deck drains so the overlay materials will not pass through the drains.

(4) Remove any remaining contamination of the prepared deck surface or surface of subsequent courses. Sand blast or bush hammer contaminated areas to produce an acceptable surface for placement of the overlay.

(5) As the final preparation for the placement of the overlay, make a complete cleanup by shot blasting and/or other approved means, followed by an air blast with dry, oil free air or vacuum. Brooming is not acceptable. Remove all loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck.

(6) Produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation Level 6 to 7 or ASTM E 965 Pavement Macrotexture Depth of 0.04 to 0.08 inch.

(7) Place the first coat of the overlay within 24 hours of preparing the deck surface. Prepared surfaces exposed for more than 24 hours must be lightly sand blasted prior to application of the overlay.

**d. Placing the Multi-Coat Polymer Concrete Overlay.** Place the overlay to the grades, thickness and cross-sections as shown in the Contract Documents. Provide a technical representative of the polymer manufacturer/supplier on the job site during the placement of the overlay at no additional cost. The representative is to provide technical expertise to the Contractor and the Engineer regarding safe handling, placement and curing of the overlay.

(1) Visible moisture on the prepared deck at the time of placing the overlay is unacceptable. Identify moisture in the deck by taping a plastic sheet to the deck for a minimum of 2 hours (ASTM D 4263).

(2) Rain will not necessarily contaminate the surface. However, care must be taken to ensure no contamination has occurred. Traffic adjacent to the prepared surface during a rain will contaminate the surface.

(3) Follow all manufacturer/supplier suggested safety precautions while mixing and handling polymer components.

(4) Apply High Molecular Weight Methacrylate Primer, if required, at application rates shown in **TABLE 729-1**, or as directed by the materials manufacturer/supplier.

(5) Place the overlay in 2 separate courses at application rates shown in **TABLE 729-2** for the system being placed.

(6) Use notched squeegees or mechanical application equipment to place the prepared polymer on the deck immediately and uniformly at the prescribed rate.

(7) If mechanical application equipment is used, take 2 ounce samples for each 100 gallons of resin placed to verify mix ratios and curing times. Place samples on the bridge rail or deck and note time to cure.

(8) The bridge deck and all polymer and aggregate components must be at least 60°F at the time of application.

(9) Apply the dry broadcast aggregate to cover the polymer uniformly and completely within 10 minutes of application.

(10) Remove and replace any first course areas that do not receive enough aggregate before gelling of the polymer.

(11) Vacuum or broom excess aggregate from the first course after sufficiently cured. If damage or tearing occurs, stop brooming or vacuuming and allow additional curing time. See **TABLE 729-3** for curing guidelines.

(12) Do not open the first course to traffic.

(13) Place the polymer and aggregate for the second course at the prescribed rate and in the same manner as the first course. The second course can be placed immediately after brooming of the first course is completed.

(14) Recoat second course areas that do not receive enough aggregate before gelling of the polymer with additional polymer and aggregate.

(15) Locate any longitudinal joints along lane lines, or as approved by the Engineer. Keep the joints clear of wheel paths as much as practical.

(16) Produce and place the overlay within the specified limits in a continuous and uniform operation.

(17) Correct completed surface variations exceeding 1/8 inch in 10 feet unless directed otherwise by the Engineer.

(18) Tape all construction joints to provide a clean straight edge for adjacent polymer concrete placement. This includes joints between previously placed overlay materials and at centerline.

(19) Finish the exposed edges at the ends of the bridge and at expansion joints to minimize bridge deck roughness.

(20) Apply a bond breaker to all expansion joints.

(21) Vacuum or broom excess aggregate from the bridge deck after the polymer is sufficiently cured. If damage or tearing occurs, stop brooming or vacuuming and allow additional curing time.

**e. Face of Curbs, Barriers, and Corral Rail Posts.** Use a paintbrush or roller to apply the epoxy on the face of curbs, barriers, and corral rail posts.

- On bridges with a corral rail, apply the overlay to the front face and adjacent sides of all posts.
- On bridges with curbs apply the overlay to the top of the curb face.
- On bridges without curbs apply the overlay to the edge of the deck.
- On bridges with continuous concrete barrier rails apply the overlay to the first break in the geometry of the barrier or a minimum of 6 inches.

This work is subsidiary to the bid item Multi-Layer Polymer Concrete Overlay.

Apply primer (if required) and polymer to the curb or barrier as each of the overlay applications are performed.

**f. Application Rates.** Place epoxy and polyester materials at the same rate.

Place primer (if required) at the application rate shown in **TABLE 729-1**

Place the overlay in 2 separate courses at application rates shown in **TABLE 729-2.**

<b>TABLE 729-1: HIGH MOLECULAR METHACRYLATE PRIMER APPLICATION RATES for MULTI-LAYER POLYMER CONCRETE OVERLAYS</b>	
Primer	Each Coat Not Less Than 0.09 gal./sq yd

<b>TABLE 729-2: APPLICATION RATES for MULTI-LAYER POLYMER CONCRETE OVERLAYS</b>		
Course	Polymer Rate	Aggregate Rate *
1	Not Less Than 0.22 gal./sq yd	10 lbs./sq yd
2	Not Less Than 0.45 gal./sq yd	14.5 lbs./sq yd

\*Apply enough aggregate to completely cover the polymer.

**g. Curing.**

(1) Epoxy. Minimum curing times are noted in **TABLE 729-3**.

<b>TABLE 729-3: EPOXY CURE TIMES for MULTI-LAYER POLYMER CONCRETE OVERLAYS</b>							
Course	Average Temperature of Overlay Components, °F						
	55-59	60-64	65-69	70-74	75-79	80-85	85+
	Minimum Cure Time (hours)						
1	5	4	3	2.5	2	1.5	1
2	6.5	6.5	5	4	3	3	3

Cure the second course for 8 hours if the air temperature falls below 55°F during the curing period before opening to traffic.

(2) Polyester. Proportion polyester courses so the cure times are between 30 and 120 minutes. Accelerators and inhibitors may be required to achieve proper set times. Proportion all materials as recommended by the material supplier.

(3) Plan and perform the work in such a way as to provide for the minimum curing times specified in this specification or as specified by the material manufacturer/supplier.

**h. Testing.** Perform Polymer Concrete Overlay Bond Evaluation as outlined in KT-70 Part V.

(1) Place a polymer concrete test patch of not less than 0.5 square yards per lane or planned completed day's work whichever is smaller. Submit a sequence plan to the Engineer. Test patches shall be full depth, placed by the normal construction sequence. Test patches should be representative of the work being performed.

(2) Perform a minimum of 4 pull-off tests on each patch as outlined in KT-70 Part V.

(3) Final acceptance will be based on the following results of the test outlined in KT-70 Part V:

- Type 1 – Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area for 3 out of 4 tests in the test patch.
- Type 2 – Failure in the concrete at a depth less than ¼ inch over more than 50% of the test area for 3 out of 4 tests in the test patch.
- Minimum Tensile Rupture Strength of 250 psi from an average of 3 out of 4 tests on a test patch regardless of depth of failure.

(4) If failure in the concrete is at a depth less than ¼ inch and the Minimum Tensile Rupture Strength is less than 250 psi, or the failure in the concrete is less than 50% of the test area, additional surface preparation is necessary.

(5) A failure in the concrete below 250 psi and greater than ¼ inch deep indicates weak concrete, not poor overlay bond. No additional surface preparation is required.

(6) Do not perform tensile adhesion tests when ambient or deck temperatures are above 85°F.

**i. Correction of Unbonded or Damaged Areas.** Repair new overlay areas discovered to be unbonded by tapping or chaining and areas where the overlay was damaged by the Contractor's operation. Saw cut the unbonded or damaged areas to the top of the deck surface, remove the overlay with small air tools (15 pound class maximum) or shotblasting. Aggressively sandblast or shotblast the concrete bridge deck surface at the unbonded area to remove contaminants. Replace the overlay according to standard placement procedures at no additional compensation.



**j. Weather Limitations.**

(1) Epoxy. Do not place the overlay if the air temperature is expected to drop below 55°F within 8 hours of placement.

(2) Polyester. Do not place any component of the overlay if the air or substrate temperature is at or expected to drop below 40°F during installation.

(3) General. Do not place the overlay when the deck temperature will exceed 90°F. Do not place the overlay if gel time is less than 10 minutes.

The overlay may be placed outside the specified temperature ranges with the approval of the Engineer and the material manufacturer/supplier. Discuss changes to temperature limitations at the preconstruction conference. Submit changes, including a written statement from the polymer manufacturer/supplier recommending the changes, to the Engineer for approval.

**729.4 MEASUREMENT AND PAYMENT**

The Engineer will measure multi-layer polymer concrete overlay by the square yard. The Engineer will measure the bridge roadway width and the bridge length from end of wearing surface to end of wearing surface.

Payment for "Multi-Layer Polymer Concrete Overlay" at the contract unit price is full compensation for the specified work.

11-25-2013 DAM (R)  
May-14 Letting

**PLANNING COMMISSION REPORT**  
**Regular Agenda - Public Hearing Item**

PC Staff Report  
5/19/2014

**ITEM NO. 1B: IG TO A; 87 ACRES; 2200 NORIA ROAD & 4600 E 23<sup>RD</sup> STREET (DRG)**

**Z-14-00072:** Consider a request to rezone approximately 87 acres from IG (General Industrial) District to County A (Agricultural) District, located at 2200 Noria Road & 4600 E 23rd Street. Submitted by Barber Emerson, for Economic Development Corporation of Lawrence and Douglas County, property owner of record.

**STAFF RECOMMENDATION:** Staff recommends approval of the request to rezone approximately 87 acres from IG (General Industrial) District to County A (Agricultural) District based on the findings presented in the staff report and forwarding it to the Board of County Commissioners with a recommendation for approval, subject to the City of Lawrence vacating the subject property from the Incorporated Boundaries of Lawrence and the vacation of the two final plats associated with this land.

**Reason for Request:**

“The subject property (the “Property”) consists of approximately 87 acres located at 2200 Noria Road and 4600 E 23<sup>rd</sup> Street, and is presently zoned “IG.” However, industrial development of the Property has proven cost-prohibitive and unrealistic because of the Property’s geographic realities. For example, the Property is partially situated in the 100-year floodplain, and industrial development would likely require a significant amount of additional fill (estimated at 6 feet) to be added to the site, and compacted for three years. These obstacles have caused the Property to remain on the market unsold and undeveloped for approximately fifteen years under its current zoning designation.

Multiple considerations support the rezoning of the Property for agricultural use. First, the property is currently being used for agriculture. Horizon 2020 instituted a policy of preserving High Quality Agricultural Land, a category which includes the Property. The Contract Purchaser would both further the preservation goals of Horizon 2020 and further EDC’s mission to create jobs for Lawrence, by allowing EDC to recoup its investment in the Property for use in other job-creation opportunities.”

**KEY POINTS**

- The property was annexed and zoned for industrial use in 2000.
- Efforts to market and sell the land for industrial development have not been successful.
- Prior to annexation by the city, the land was used for agricultural production of food crops.
- Agricultural activities on the property have not ceased and continue today.
- Recent decisions to expand industrial and business employment type uses west of East Hills Business Park on the former Farmland Industries property (now known as Venture Park) is supported in Horizon 2020 and redirects attention from the area east of Noria Road.
- Horizon 2020 supports the protection and preservation of high quality agricultural lands.

**ASSOCIATED CASES/OTHER ACTION REQUIRED**

- A-14-00073: De-Annex 87 acres; 2200 Noria Road & 4600 East 23<sup>rd</sup> Street
- Vacation of Final Plat of East Hills Business Park East & Final Plat of East Hills Business Park East No. 2

**ATTACHMENTS**

- Page map

**PUBLIC COMMENT RECEIVED PRIOR TO PRINTING**

- None

**Project Summary:**

The property was purchased in 1999 by Douglas County Development, Inc. (now known as The Economic Development Corporation of Lawrence and Douglas County). It was then annexed by the City the following year in early 2000. Concurrent with the property annexation was a rezoning request for general industrial and a one-lot subdivision plat for roughly the western half of the property. The rezoning and plat were necessary steps needed to prepare the property for industrial development with city water and sanitary sewer services. Since then, the 87-acre site has been on the market for sale, but it remains undeveloped.

Prior to acquisition of the property by Douglas County Development, Inc., the site was used for agriculture. It has continuously been used for agricultural crop production since being annexed by the city. Recent actions by the governing body to create expanded industrial site options in the new Venture Park west of East Hills Business Park led the property owner to a decision to sell the property to a local farmer who plans to continue farming the land. The contract purchaser does not want to be encumbered by potential city regulations.

**1. CONFORMANCE WITH THE COMPREHENSIVE PLAN**

*Applicant's Response: Rezoning the Property for agricultural use is appropriate under Policy 2.7 of Horizon 2020 Chapter 16, to "encourage the preservation of High Quality Agricultural Land for current and future agricultural use." The Property encompasses land that has been classified as Class II High Quality Agricultural Land (see Horizon 2020 Map 16-4). If approved, the rezoning will advance Horizon 2020's policy of encouraging the use of the Property for agricultural purposes in the future.*

*The rezoning of the Property is also consistent with Chapter 7 of Horizon 2020, which designates locational criteria for industrial developments. This criteria recommends that land for industrial developments "lie primarily outside of the regulatory floodplain." Because the Property lies partially within the regulatory floodplain, the Property's current designation for industrial development is not ideal under Horizon 2020's industrial development criteria.*

**Staff Finding** – Rezoning the subject property as county A (Agricultural) District (provided the City of Lawrence determines to de-annex the property from the incorporated boundaries) is supported in *Horizon 2020* with the general responses stated above by the applicant. The comprehensive plan directs attention to the west of East Hills Business Park on the former Farmland Industries property (now known as Venture Park) for expansion of industrial and employment based business uses rather than the areas east of Noria Road.

## 2. ZONING AND USE OF NEARBY PROPERTY, INCLUDING OVERLAY ZONING

Current Zoning and Land Use:	IG (General Industrial) District; agricultural crop land
Surrounding Zoning and Land Use:	North: A (county - Agricultural) District along east frontage of Noria Road and VC (county – Valley Channel) District to the east of the A District; agriculture uses West: IG (General Industrial) District; industrial uses in East Hills Business Park South: A (Agricultural) District along south frontage of E 23 <sup>rd</sup> Street and VC (county – Valley Channel) District to the east of the A District; agricultural uses East: VC (Valley Channel) District; agriculture uses

**Staff Finding** – The predominant land use pattern in the area is agriculture; especially on the properties east of Noria Road. Directly west of the subject property is East Hills Business Park in the City of Lawrence, which is zoned IG District. The IG zoning and industrial uses extend from the intersection of East 23<sup>rd</sup> Street and Noria Road north to the railroad tracks.

A small area of county I-3 and I-4 zoning exists at the intersection of the railroad tracks and Noria Road. A contractor storage building exists on a small parcel on the northeast corner of this intersection and the rest of the I-3 and I-4 zoned area is used for agricultural uses.

Most of the area east of Noria Road adjacent to the subject property and beyond is zoned VC (Valley Channel) District. Over a period of time, several properties nearby have been rezoned from the VC District to the A (Agricultural) District. The VC District is representative of areas in the county that were flooded during the 1951 Wakarusa River and Kansas River Flood event. Agricultural fields dominate the landscape with an occasional residence found along the nearby roadways.

A small portion of the property (generally parallel with Noria Road) is identified on the August 5, 2010 FEMA Flood Hazard Area Maps to be in the 500-Year flood hazard area (0.2 Percent Annual Chance). The rest of the property is shown as being in "Zone X", which is an area determined to be outside the 500-year floodplain. An earlier FEMA Flood Hazard Area Map series, having an effective date of November 7, 2001, had shown the entire property in the 500-year flood hazard area.

## 3. CHARACTER OF THE NEIGHBORHOOD

Applicant's Response: *The Property is adjacent to Douglas County "A" and "V-C" zoning districts to the South, East, and North. The East Hills Industrial Park, which borders the Property to the West, is zoned "IG" by the City.*

**Staff Finding** – The neighborhood is primarily rural agricultural in character. Noria Road, which runs north-south on the west side of the subject property, forms a distinct edge between the existing urban development pattern found on the west side of Noria Road and the rural agricultural land use patterns that dominate the landscape to the east of Noria Road.

**4. PLANS FOR THE AREA OR NEIGHBORHOOD, AS REFLECTED IN ADOPTED AREA AND/OR SECTOR PLANS INCLUDING THE PROPERTY OR ADJOINING PROPERTY**

**Staff Finding** – The subject property is located in Service Area 4 in the Lawrence Urban Growth Area. The site was annexed by the city in 2000 and zoned for general industrial type uses. No development of the property has occurred in the 14+ years it has been in the city limits. The area east of Noria Road and north of K-10 Highway has not been identified for more detailed sector or area planning work in the near future. Extensive planning efforts have been focused in recent years on the former Farmland Industries property (now known as Venture Park) and the Southeast Area Plan (south of K-10 and east of O'Connell Road).

**5. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED UNDER THE EXISTING ZONING REGULATIONS**

Applicant's Response: *There is no proposed change in use.*

**Staff Finding** – The property owner has petitioned the city for vacation of the subject property from the official boundaries of the City of Lawrence. If the governing body agrees to de-annex the subject property, the city zoning designation it now carries will no longer be valid. Once the property is no longer in the City Limits of Lawrence, it needs to be rezoned to an appropriate county zoning district. In staff's opinion, the county A (Agricultural) District is the best zoning category matching the existing land use. Some of the subject property was zoned VC District when it was annexed into the City of Lawrence; staff does not believe it is appropriate to rezone it back to that category. The VC District was essentially an early predecessor to the current floodplain management districts.

**6. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED**

Applicant's Response: *The Property has been vacant at all times.*

**Staff Finding** – The property was rezoned from county A (Agricultural) and VC (Valley Channel) Districts to an M-2 (General Industrial) District in 2000 by Ordinance 7206 after the City of Lawrence annexed the property the same year. The M-2 zoning designation converted to the current IG District when the City adopted the Development Code in 2006. The zoning has remained unchanged since 2006. The property was used for agricultural purposes prior to its annexation by the City and it has continuously been used for agricultural crop production.

**7. EXTENT TO WHICH APPROVING THE REZONING WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES**

Applicant's Response: *The rezoning will have no detrimental impact on nearby properties, because the Property is adjacent to other properties used for agriculture, and because this rezoning request does not accompany a proposed change in use.*

**Staff Finding** – Rezoning this property to the county A (Agricultural) District following the City of Lawrence de-annexation of the property will not detrimentally affect nearby properties. No use change is planned; the property will continue to be farmed like it has been for many years.

**8. THE GAIN, IF ANY, TO THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO THE DENIAL OF THE APPLICATION, AS COMPARED TO THE HARDSHIP IMPOSED UPON THE LANDOWNER, IF ANY, AS A RESULT OF DENIAL OF THE APPLICATION**

Applicant's Response: *Horizon 2020 encourages the preservation of High Quality Agricultural Land, and the approval of the rezoning request advances that public purpose. Denial of the application may preclude the Applicant from completing the sale of the Property to the Contract Purchaser, which may frustrate the Applicant's general purpose of promoting economic development and job opportunities in the community.*

Evaluation of this criterion includes weighing the benefits to the public versus the benefit of the owners of the subject property. Benefits are measured based on anticipated impacts of the rezoning request on the public health, safety, and welfare.

**Staff Finding** – The subject property has been actively used for agricultural crop production for many years without impact on the public health, safety and welfare regardless of which political jurisdiction (county or city) it was in at the time. If the property is de-annexed by the City of Lawrence, then the existing IG zoning will no longer be valid because the county does not have authority to enforce the City's Development Codes. Similarly, the City has no authority to enforce the county's Zoning Regulations. Therefore, if the property is de-annexed from the City of Lawrence, it should be rezoned to an appropriate county zoning district so the regulatory authority exists to protect the public health, safety and welfare should it become necessary to do so for some reason in the future.

**9. PROFESSIONAL STAFF RECOMMENDATION**

Multiple requests are being considered on the subject property at the same time. The property owner is petitioning the City for the vacation of their property from the Incorporated Boundaries of the City of Lawrence as well as the vacation of the two final plats associated with this legally described land. The City Commission referred both of these requests to the Planning Commission for review. Staff supports the petition of the property owner to vacate their property from the city boundaries as well as to vacate the two plats, less any public rights-of-way dedicated on those plats.

If the City Commission decides to vacate the petitioner's property from the Incorporated Boundaries of the City of Lawrence, then this rezoning request is needed to return the zoning authority back to the Board of County Commissioner's since the property would no longer be in the city limits of Lawrence. Rezoning the property to A (Agricultural) District is consistent with the land use and compatible with other land uses around the property.

Staff recommends approval of the rezoning from the city IG (General Industrial) District to the county A (Agricultural) District.



A-14-00073 & Z-14-00072: De-Annex and Rezone Approx. 87 acres from IG District to A District  
 Vacate Final Plats of East Hills Business Park East and East Hills Business Park East No. 2  
 Located 2200 Noria Road and 4600 E 23rd Street



**ITEM NO. 1A DE-ANNEX 87 ACRES; 2200 NORIA RD & 4600 E 23<sup>RD</sup> ST (DRG)**

**A-14-00073:** Consider a request to de-annex approximately 87 acres located at 2200 Noria Rd and 4600 E 23<sup>rd</sup> St. Submitted by Barber Emerson, for Economic Development Corporation of Lawrence and Douglas County, property owner of record. *Initiated by City Commission on 3/25/14.*

**ITEM NO. 1B IG TO A; 2200 NORIA RD & 4600 E 23<sup>RD</sup> ST (DRG)**

**Z-14-00072:** Consider a request to rezone approximately 87 acres from IG (General Industrial) District to County A (Agricultural) District, located at 2200 Noria Rd and 4600 E 23<sup>rd</sup> St. Submitted by Barber Emerson, for Economic Development Corporation of Lawrence and Douglas County, property owner of record.

**ITEM NO. 1C VACATION OF FINAL PLAT OF EAST HILLS BUSINESS PARK EAST AND FINAL PLAT OF EAST HILLS BUSINESS PARK EAST NO. 2 (DRG)**

Vacation of Final Plat of East Hills Business Park East and Final Plat of East Hills Business Park East No. 2 due to the proposed de-annexation of property from the City of Lawrence. Submitted by Barber Emerson, for Economic Development Corporation of Lawrence and Douglas County, property owner of record.

**STAFF PRESENTATION**

Mr. David Guntert presented the item.

**APPLICANT PRESENTATION**

Mr. Matthew Gough, Barber Emerson agreed with the staff report.

**PUBLIC HEARING**

No public comment.

**ACTION TAKEN on Item 1A**

Motioned by Commissioner Liese, seconded by Commissioner Struckhoff, to approve the de-annexation of approximately 87 acres, located at 2200 Noria Road and 4600 East 23<sup>rd</sup> Street (northeast corner of Noria Road and East 23<sup>rd</sup> Street), based on the findings in this report with the omission of all right-of-way for Noria Road and East 23<sup>rd</sup> Street adjacent to said property, and forwarding to the City Commission.

Unanimously approved 9-0.

**ACTION TAKEN on Item 1B**

Motioned by Commissioner Liese, seconded by Commissioner Struckhoff, to approve the request to rezone approximately 87 acres from IG (General Industrial) District to County A (Agricultural) District based on the findings presented in the staff report and forwarding it to the Board of County Commissioners with a recommendation for approval, subject to the City of Lawrence vacating the subject property from the Incorporated Boundaries of Lawrence and the vacation of the two final plats associated with this land.

Unanimously approved 9-0.

**ACTION TAKEN on Item 1C**

Motioned by Commissioner Liese, seconded by Commissioner Struckhoff, to approve the vacation of the Final Plat of East Hills Business Park East and Final Plat of East Hills Business Park East No. 2, "except for and excluding any public right-of-way dedicated by the Plats for Noria Road and East 23<sup>rd</sup> Street, which shall be reserved unto the City" and forwarding to the City Commission.

Unanimously approved 9-0.