

## BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

### WEDNESDAY, SEPTEMBER 17, 2014

4:00 p.m.

#### CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider accessing MARC Contract to Purchase an Outdoor Warning Siren (Teri Smith);
- (c) Consider awarding construction contract for Project No. 2014-16 Route 9 pavement rehabilitation from Lawrence city limits to I-70 (Keith Browning);
- (d) Consider approval to replace and upgrade the temperature control system for the Douglas County Correctional Facility (DCCF)

#### REGULAR AGENDA

- (2) Consider extending the present wind farm moratorium for 6 months (Jim Sherman)
  
  - (3) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
    - Board of Zoning Appeal (2) eligible for reappointment 10/2014
    - Building Code Board of Appeals (1) eligible for reappointment 12/2014
    - Fire District No. 1 – 12/2014
    - Jayhawk Area Agency on Aging Board of Directors – (2) vacancies
    - Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies
  - (c) Public Comment
  - (d) Miscellaneous
- (4) Adjourn

### WEDNESDAY, SEPTEMBER 24, 2014

#### WEDNESDAY, OCTOBER 1, 2014

-Extension request for Conditional Use Permit, CUP-13-00281, Water Treatment Plant for Public Wholesale Water Supply District No. 25, a Public Utility on approximately 28 acres located ¼ mile east of intersection of E 1750 and N 1500 Roads. Mary Miller is the Planner.

-Annual review of Hamm-Buchheim Quarry/Hamm Quarry No. 69, Conditional Use Permit CUP-11-5-76, a Mining and Excavation use located on approximately 73 acres at 1453 E 550 Road. Mary Miller is the Planner.

WEDNESDAY, OCTOBER 8, 2014- light agenda, possible cancel

#### WEDNESDAY, OCTOBER 15, 2014

4:00 p.m.

-9 Del Lofts NRA request (Britt Crum-Cano)

#### WEDNESDAY, OCTOBER 22, 2014

#### WEDNESDAY, OCTOBER 29, 2014

#### WEDNESDAY, NOVEMBER 5, 2014 –Light Agenda

4:00 p.m. only

-Recognition for Emergency Management Volunteers (Teri Smith)

#### WEDNESDAY, NOVEMBER 12, 2014-CANCELED

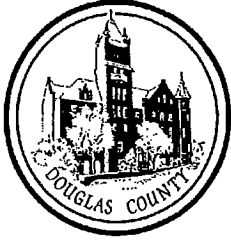
**THURSDAY, NOVEMBER 13, 2014**

-9:00 a.m. – General Election Canvass

**WEDNESDAY, NOVEMBER 19, 2014**

**WEDNESDAY, NOVEMBER 26, 2014-CANCELED**

*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.*



## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

### Division of Purchasing

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

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

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Consider Accessing MARC Contract to Purchase an Outdoor Warning Siren

DATE: September 12, 2014

Emergency Management has allocated funds to purchase one new outdoor warning siren to provide coverage for the Rock Chalk Park (E. 902 Road) area. This location meets the criteria set forth in the Siren Placement Policy.

As a result of populated growth this area is without siren coverage. Each year Emergency Management allocates funds into the capital equipment reserve to plan for these expenses.


The Kansas City Regional Purchasing Cooperative (KCRPC) through Mid-American Regional Council (MARC) has a perpetual contract for both siren equipment and maintenance with rates renewed annually. The contract for equipment is a turnkey installation with the only responsibility for the County is to provide power from the pole to the siren. Staff has discussed this with Westar Energy and they have agreed to install the transformer to feed the siren at no cost.

The siren head (2001-130) includes a warranty of 5 years; whereas, the remaining equipment has a 2 year warranty. Equipment will be added to our annual maintenance contract at the end of its warranty period.

A quote of \$22,408.85 has been provided by accessing the MARC contract. While the quote is provided by the manufacture, Federal Signal, they partner with the local authorized dealer, Blue Valley Public Safety. This quote includes a cost of \$750 associated with electrical inspections and permits, if required. There are additional unknown expenses for rock encountered which can only be determined in the installation process. For this reason, we are asking you to provide the County Administrator with the authority to approve change orders up to \$2,000 of the total cost.

Teri Smith will be available at the meeting to answer any questions you may have. Attached is the quote requiring your signature upon approval.

**RECOMMENDATION:** The Board of County Commissioners authorizes staff to access the MARC contract with Blue Valley Public Safety to purchase one siren in the amount of \$22,408.85, and authorizes the County Administrator to approve change orders up to \$2,000 of that amount.



**FEDERAL SIGNAL**  
**Safety and Security Systems**  
*Advancing security and well being.*

2645 Federal Signal Drive  
 University Park, Illinois 60484-0975  
 800.548.7229  
 alertnotification.com

Contact Name: Teri Smith, Director  
 Customer: Douglas County Emergency Mgmt.  
 Address: 111 East 11th Street, Unit 200  
 City: Lawrence  
 State: KS  
 Zip: 66044  
 Phone: 785-838-2460  
 Cell: 785-331-9541  
 Fax: (785) 832-5101  
 Email: tsmith@douglas-county.com  
 Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

<b>Quotation No.: FWS</b> <b>822140803</b> Please reference quote no. on your order Date Quoted: 8/22/14
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Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
<b>Siren Equipment</b>							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 7,275.15	\$ 7,275.15
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 5,941.50	\$ 5,941.50
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	180	\$ 1,678.75	\$ 1,678.75
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 328.95	\$ 328.95
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 110.50	\$ 110.50
<b>Total Equipment</b>							\$ 15,334.85
<b>Shipping</b>							
1	1	ES-FREIGHT	Shipping Fees	LBS	910		\$ -
<b>Services</b>							
1	1	TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2			\$ 5,780.00	\$ 5,780.00
2	1	TK-S-CPSYSOP-CU	System Optimization configuration and setup			\$ 544.00	\$ 544.00
3	1	BV-POWER	Cost associated with electrical inspections / permits, if required			\$ 750.00	\$ 750.00
<b>Total Services</b>							\$ 7,074.00
<b>Total of Project</b>							\$ 22,408.85

**Terms / Conditions**

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

**Adverse Site Conditions:** including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates  
**Title:** General Manager

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:** Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.

*Brian Cates*  
 Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Purchase Order MUST be made out to:  
 Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484  
 Purchase Order MUST be e-mailed, mailed or faxed to:  
 Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)



## 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 : September 5, 2014

Re : Consider awarding construction contract for Project No. 2014-16  
Route 9 pavement rehabilitation from Lawrence city limits to I-70

We opened bids on September 3 for milling, patching and asphaltic overlay work on a ½-mile segment of Route 9 (E 1500 Road) from the Lawrence city limits to I-70 (Kansas Turnpike). The bid tabulation is attached. Two bids were received, as follows:

<u>Bidder</u>	<u>Total Bid</u>
Sunflower, Inc.	\$ 91,663.00
Hamm, Inc.	\$113,232.00
<i>Engineer's Estimate</i>	<i>\$106,386.00</i>

Adequate funds are available in Road & Bridge Fund 201, Road Maintenance Contracts, to cover the cost of this work.

We recommend the BoCC award a construction contract to the low bidder, Sunflower, Inc. Given the exact amount of patching required for the pavement is uncertain, we request authorization to approve change orders totaling up to 10% of the total contract amount.

Action Required: Award a construction contract in the amount of \$91,663.00 to the low bidder, Sunflower, Inc., for Project No. 2014-16, pavement rehabilitation work on Route 9 (E 1500 Road) from the Lawrence city limits to I-70 (Kansas Turnpike), and authorize the Public Works Director to approve change orders totaling up to 10% of the total contract amount.

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DOUGLAS COUNTY, KANSAS  
OFFICE OF THE COUNTY ENGINEER  
SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
DOUGLAS COUNTY PROJECT NO. 2014-16

2014 MILL AND OVERLAY  
DOUGLAS COUNTY ROUTE 9  
(N1710 – N1750)

BID #14-F-0022

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Jim Flory, Member

Approved By:

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

Date: 8/7/14

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-16  
BID #14-F-0022

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SPECIAL PROVISIONS

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07-DG-30B – RATES OF APPLICATION/PROJECT CONTINGENCIES/GENERAL INFORMATION  
07-DG-46C – MAINTENANCE AND RESTORATION OF HAUL ROADS  
07-DG-118E – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE  
07-DG-160 – PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Attachments:

Map of Douglas County showing project location  
Typical Section  
Milling Detail  
HMA Pavement Patching Detail  
Monument Box Detail  
Traffic Control Details (4 Sheets)

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-16  
BID #14-F-0022  
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, September 3, 2014, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2014-16 consists of milling (1" nominal) the existing surface, HMA-Patching, HMA- Surfacing (2"), AS-1 Aggregate Shouldering, Monument Box, and Traffic Control.

Rte 9 is located approximately ½ mile west and ½ mile south of the Lawrence Memorial Airport.

Route 9 shall be opened to unrestricted traffic each evening, No detour of traffic will be permitted. Flaggers and/or pilot vehicles shall be used to carry one lane traffic through construction.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ [www.demandstar.com](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. 2014-16", 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: 8/7/14

Publication Date: Saturday, August 9, 2014  
Thursday, August 21, 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. 2014-16  
BID #14-F-0022

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. 2014-16" 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. 2014-16  
BID #14-F-0022

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. 2014-16", 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. 2014-16  
BID #14-F-0022  
PROPOSAL

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

1. Proposal of SUNFLOWER PAVING INC for the performance of "Douglas County Project No. 2014-16", 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 five (5) working days. The earliest anticipated date for the "Notice to Proceed" is September 22, 2014. The latest anticipated date for the Notice to Proceed is October 6, 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

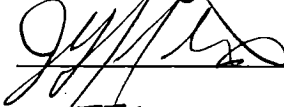
ONE

AUGUST 25, 2014

SUNFLOWER PAVING INC.

Name of Organization

By:



JEFF ENGLOFF, PRESIDENT

DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-16  
BID #14-F-0022

SCHEDULE OF PRICES

SPEC. NO.	BIDDING ITEMS	APPROX QTY.	UNIT	UNIT PRICE	AMOUNT
801	Mobilization	1	L.S.	1580.00	1580.00
612	Milling (1" Nominal)	5,050	S.Y.	1.20	6060.00
611/Sp. Prov.	HMA – Commercial Grade (Class A) (Surface)	642	Tons	70.50	45261.00
833/611 Sp. Prov.	HMA – Commercial Grade (Class A) (Patch)	250	Tons	104.00	26000.00
1113	Aggregate Shouldering (AS-1)	132	Tons	36.00	4752.00
805	Flagger (Set)	1	Hour	\$40.00	\$40.00
Sp. Prov.	Maintenance & Restoration of Haul Roads (Set)	1	L.S.	\$2,000.00	\$2,000.00
Plans	Monument Box	2	Each	1050.00	2100.00
805	Traffic Control	1	L.S.	3870.00	3870.00

TOTAL BID 91,663.00

*Handwritten initials/signature*

DOUGLAS COUNTY, KANSAS  
 PROJECT NO. 2014-16  
 BID #14-F-0022

SCHEDULE OF PRICES

SPEC. NO.	BIDDING ITEMS	APPROX QTY.	UNIT	UNIT PRICE	AMOUNT
801	Mobilization	1	L.S.		
612	Milling (1" Nominal)	5,050	S.Y.		
611/Sp. Prov.	HMA – Commercial Grade (Class A) (Surface)	642	Tons		
833/611 Sp. Prov.	HMA – Commercial Grade (Class A) (Patch)	250	Tons		
1113	Aggregate Shouldering (AS-1)	132	Tons		
805	Flagger (Set)	1	Hour	\$40.00	\$40.00
Plans	Monument Box	2	Each		
805	Traffic Control	1	L.S.		

TOTAL BID \_\_\_\_\_



DOUGLAS COUNTY, KANSAS  
PROJECT NO. 2014-16  
BID #14-F-0022

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. 2014-16  
BID #14-F-0022

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. 2014-16  
BID #14-F-0022

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).

Filed with the Clerk of the District Court of Douglas County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the District Court

**DOUGLAS COUNTY, KANSAS**  
PROJECT NO. 2014-16  
BID #14-F-0022

**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 Oblige. 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 Oblige 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 Oblige 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 2014-16 consists of milling (1" nominal) the existing surface, HMA Patching, HMA Surfacing, AS-1 Aggregate Shouldering, Monument Box, and Traffic Control.

Rte 9 is located approximately ½ mile west and ½ mile south of the Lawrence Memorial Airport.

Route 9 shall be opened to unrestricted traffic each evening, No detour of traffic will be permitted. Flaggers and/or pilot vehicles shall be used to carry one lane traffic through construction.

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

PLANS: The following plans accompany and supplement the Specifications:

Sheet Title

Map of Douglas County showing approximate project location  
Typical Section  
Milling Detail  
HMA Pavement Patching Detail  
Monument Box Detail  
Traffic Control (4 pages)

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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



SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

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

SPECIAL PROVISIONS  
TO THE  
STANDARD SPECIFICATIONS  
EDITION OF 2007

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

RATES OF APPLICATION/ PROJECT CONTINGENCIES/GENERAL INFORMATION:

			CONTINGENCIES	
LOCATION	LENGTH	WIDTH	HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 9	2,525 L.F.	18'	10%	10%

- Emulsified Asphalt (SS-1HP) for Tack is subsidiary to HMA-Commercial Grade
- Aggregate Shouldering (AS-1) shall be placed from N1710 to Hwy 40 (N1800 Rd)

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 500 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 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:

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 August, 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 August, 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.

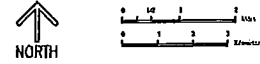
Example:

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

# PROJECT 2014-16

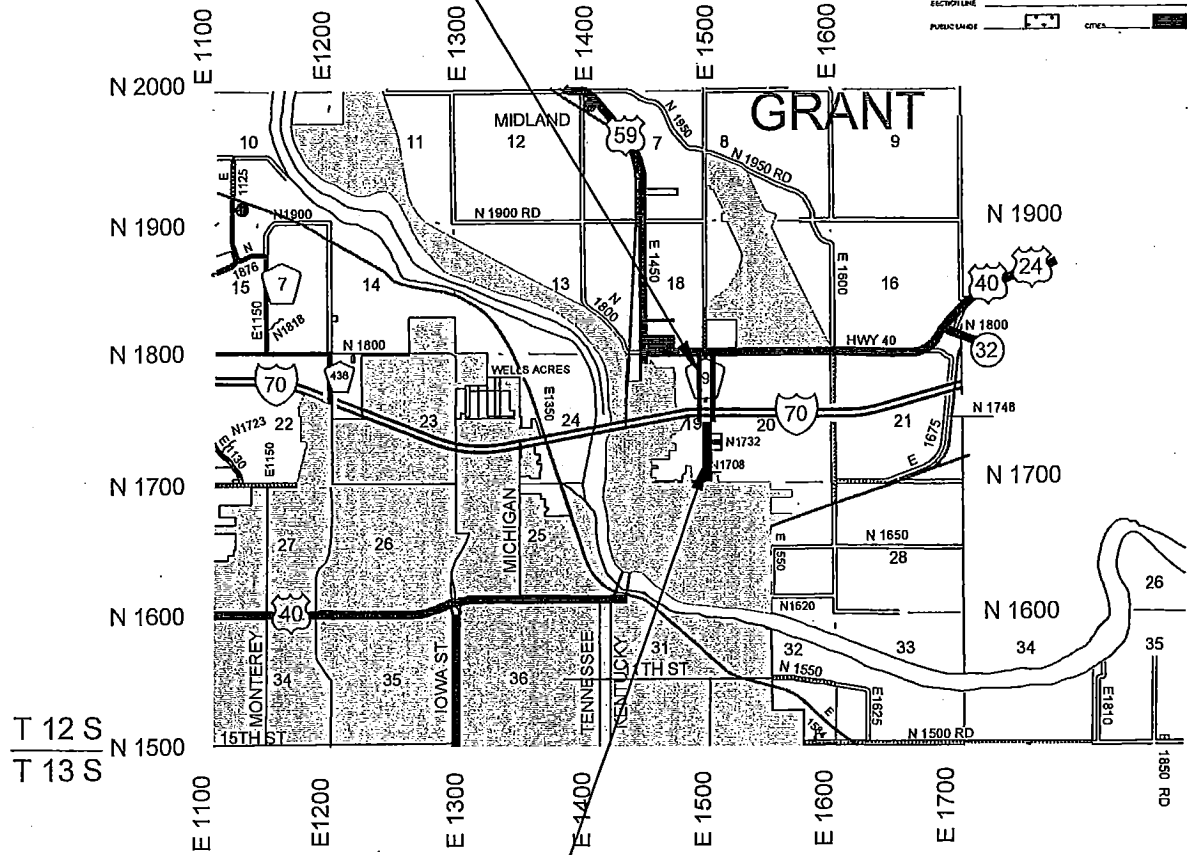
## PROJECT LOCATION MAP

DOUGLAS COUNTY, KANSAS

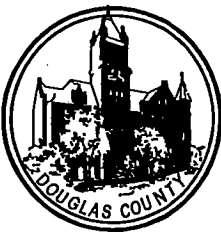


**AGGREGATE SHOULDER  
ROCK ONLY**

PRIVATE ROAD - PRIVATE PROPERTY	
KANSAS TURNPIKES	
FEDERAL HIGHWAYS	
STATE HIGHWAYS	
COUNTY MAINTENANCE BLACKTOP	
ROAD	
TOWNSHIP MAINTENANCE BLACKTOP	
ROCK	
UNPAVED SURFACE	
GRAVEL	
COUNTY LINE	
SECTION LINE	
PUBLIC ROAD	



**MILL AND OVERLAY  
PROJECT LOCATION**



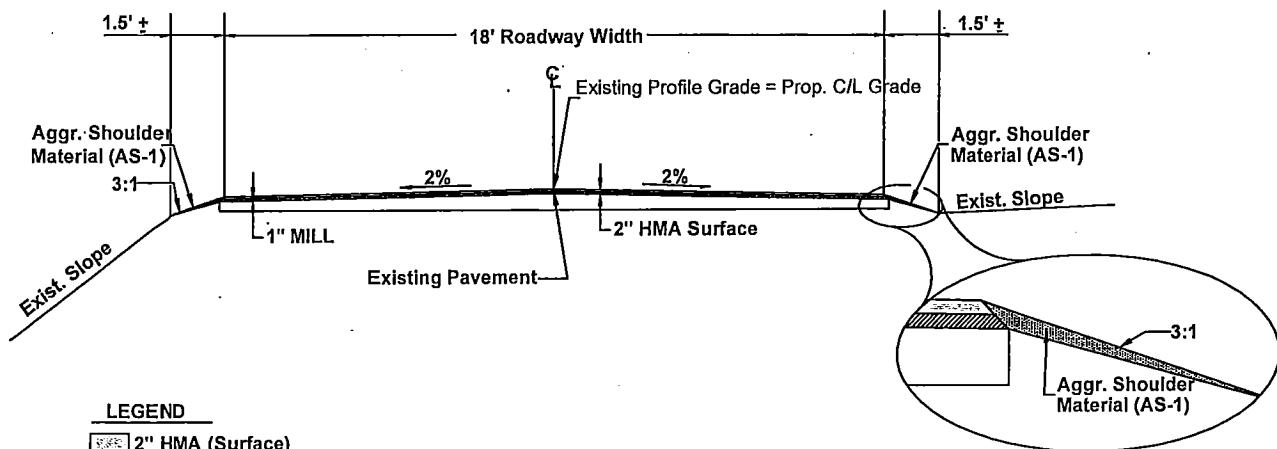
**Douglas County Public Works**  
1242 Massachusetts  
Lawrence, Kansas 66044

PROJECT NO. **2014-16**  
DESIGNED BY **N.P**  
DRAWN BY **J.S.**

PROJECT NAME

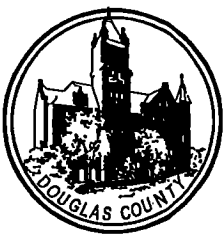
**PROJECT LOCATION MAP**

# ROUTE 9 TYPICAL SECTION FOR 2" MILL AND OVERLAY



**LEGEND**

- 2" HMA (Surface)
- 1" Mill
- Aggr. Material (AS-1)



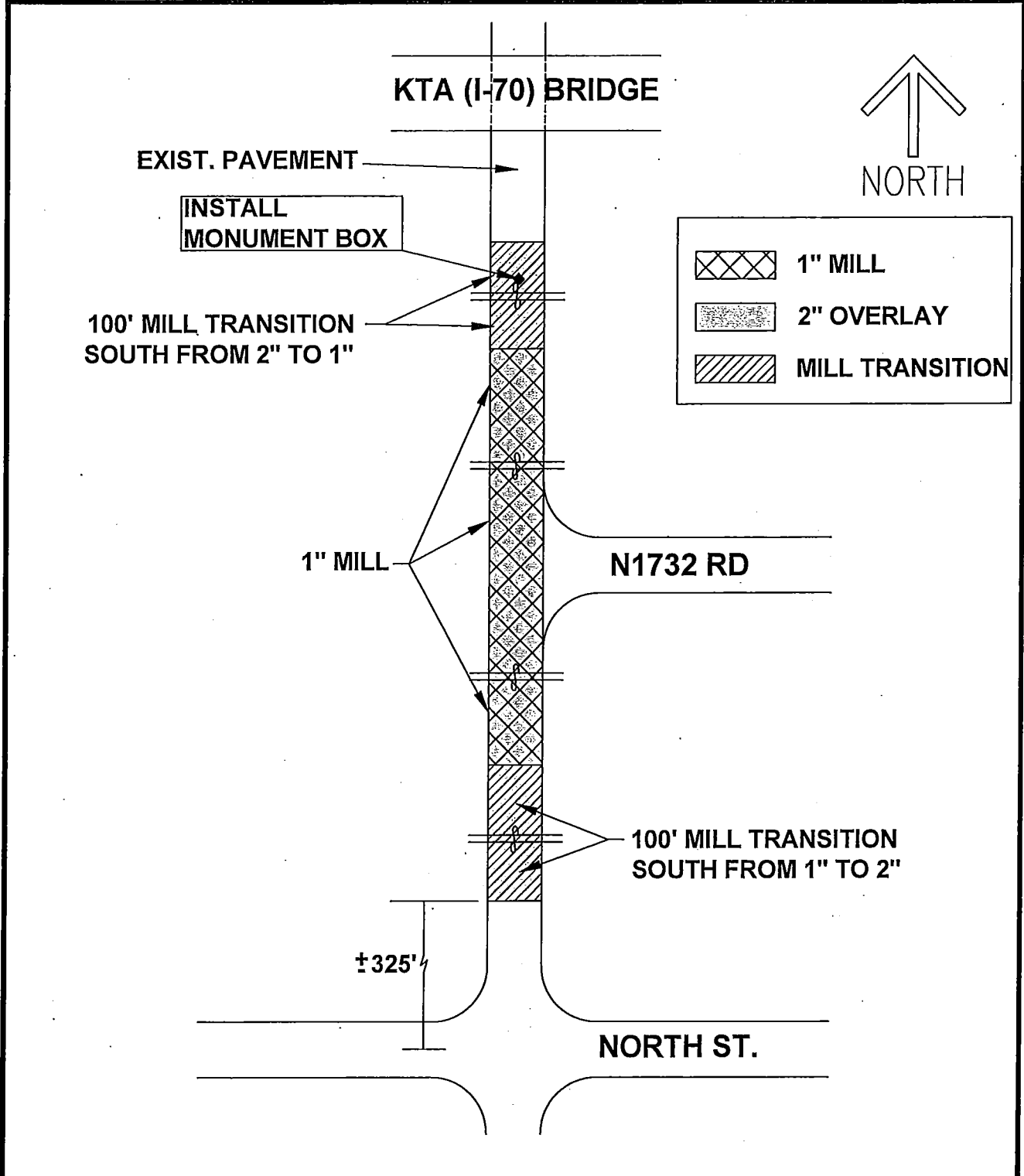
**Douglas County Public Works**  
1242 Massachusetts  
Lawrence, Kansas 66044




PROJECT NO. <b>2014-16</b>
DESIGNED BY <b>N.P</b>
DRAWN BY <b>J.S.</b>

PROJECT NAME

**TYPICAL SECTION**





	1" MILL
	2" OVERLAY
	MILL TRANSITION



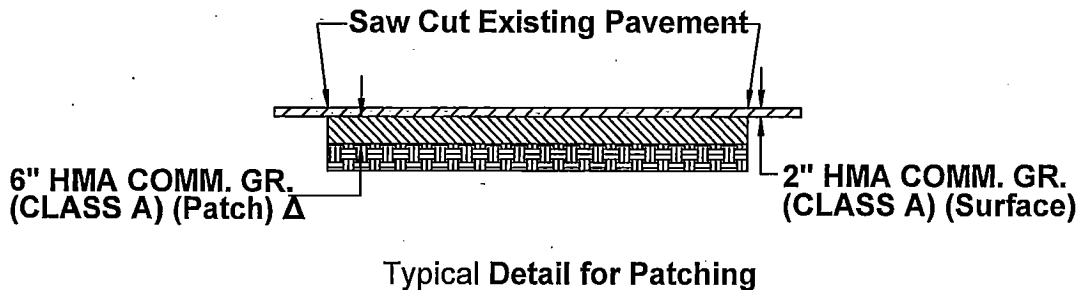
**Douglas County Public Works**  
 1242 Massachusetts  
 Lawrence, Kansas 66044

PROJECT NO.	2014-16
DESIGNED BY	N.P
DRAWN BY	J.S.

PROJECT NAME

**ROUTE 9 MILLING AND  
 OVERLAY DETAILS**

## HMA PAVEMENT PATCHING DETAIL



**Notes:**

1. THE SUBGRADE SHALL BE THOROUGHLY AND UNIFORMLY RECOMPACTED BY HAND TAMPING AND ROLLING.
  2. THE BITUMINOUS MIXTURE SHALL BE DEPOSITED IN UNIFORMLY SPREAD LAYERS NOT TO EXCEED 3" IN THICKNESS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BY A SELF PROPELLED VIBRATORY STEEL DRUM ROLLER.
  3. BITUMINOUS MIX USED FOR PAVEMENT PATCHING WILL BE PAID PER TON OF ACTUAL MATERIAL PLACED AND ACCEPTED.
  4. SAW CUTS WILL BE SUBSIDIARY TO HMA- COMM. GR. (CLASS A) (PATCH) CONSTRUCTION REQUIREMENTS SHALL BE AS STATED IN SECTION 833 OF THE 2007 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  5. THE LOCATIONS OF BITUMINOUS PAVEMENT PATCHING WILL BE DETERMINED BY THE ENGINEER AFTER ANY MILLING OPERATIONS ARE COMPLETED.
  6. EMULSIFIED ASPHALT (SS-1HP) FOR TACK IS REQUIRED ON ALL SURFACES AT PATCH LOCATIONS PRIOR TO PLACING HMA (PATCH) MATERIAL. A LIGHT COAT OF SS-1HP IS REQUIRED BETWEEN SUCCESSIVE LIFTS OF HMA (PATCH) MATERIAL. THIS WORK IS SUBSIDIARY TO HMA (PATCH).
- Δ THE ACTUAL DEPTH OF HMA (PATCH) MAY BE ADJUSTED BY THE ENGINEER TO ACCOMMODATE CONDITIONS FOUND DURING CONSTRUCTION.



### Douglas County Public Works

1242 Massachusetts  
Lawrence, Kansas 66044

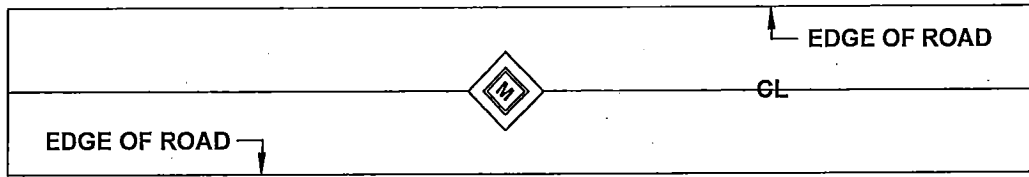
PROJECT NO. 2014-16

PROJECT NAME

DESIGNED BY N.P

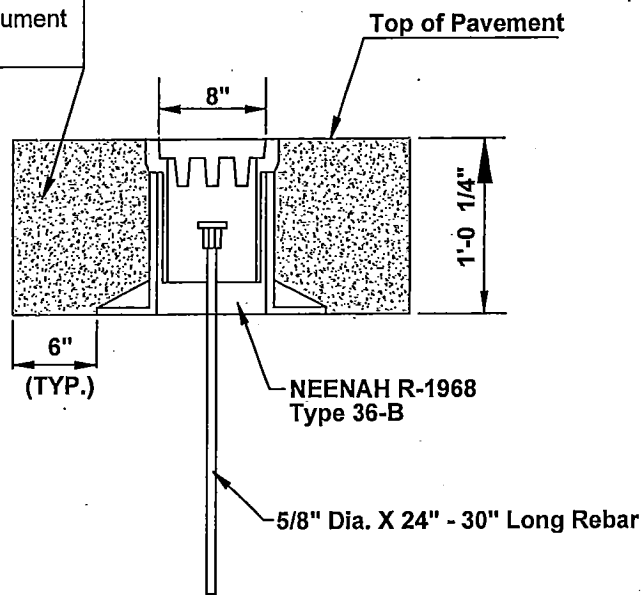
DRAWN BY J.S.

## HMA PAVEMENT PATCHING DETAIL



ORIENTATION OF MONUMENT BOX TO CL

Fiber Reinforced Concrete Collar (High Early Strength) Poured Around Monument Box.



MONUMENT BOX

1. The contractor shall supply and install the survey monument box at locations determined by the Engineer.
2. The existing survey marker (bar w/cap, stone, ect.) shall not be disturbed during excavation for the monument box.
3. The monument box shall be  $\frac{1}{8}$ " below the final surfacing.
4. Adjust monument box frame and cover to finish grade and slope.
5. All items shown above are subsidiary to the bid item "Monument Box".
6. The monument box shall be oriented to CL as shown above.



**Douglas County Public Works**  
 1242 Massachusetts  
 Lawrence, Kansas 66044

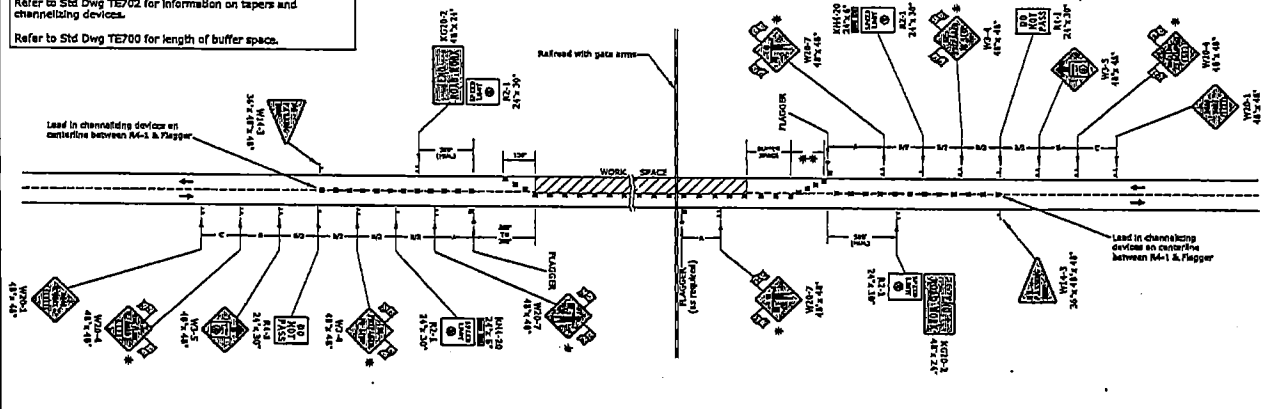
PROJECT NO. 2014-16  
 DESIGNED BY N.P.  
 DRAWN BY J.S.

PROJECT NAME

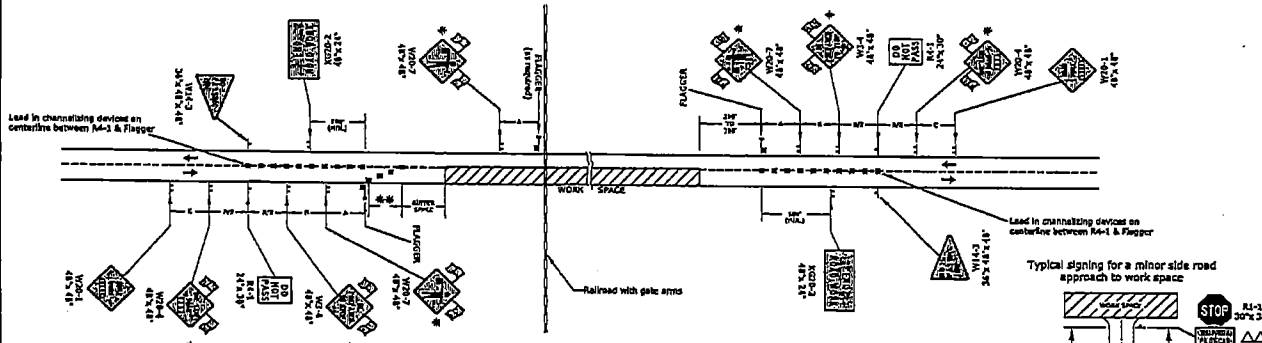
**MONUMENT BOX DETAIL**

Refer to Std Dwg TE710 for additional information on temporary traffic control signs, sign spacing and conflicting signs.  
 Refer to Std Dwg TE702 for information on tapers and channelizing devices.  
 Refer to Std Dwg TE700 for length of buffer space.

**FLAGGER**



**FLAGGER AND PILOT CAR**



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	XX-XX XX-XXXX-XX	XXXX	XXX	XXX

**Notes:**

Trucks hauling material to the project shall STOP at Flagger. After stopping, upon approval of the Engineer, trucks may be allowed to move around Flagger.

Place a Flagger at all highway and major collector intersections or railroads with gate arms in the work space. Place a Flagger at all railroads with at-grade intersections and lights and gates in the work space to control traffic crossing the tracks to the left of the gate arm. A single Flagger at each intersection is subsidiary to other items. The need for a Flagger at minor side road intersections shall be determined by the Engineer. If requested by the Engineer, each additional Flagger will be measured and paid for each hour they are required. Place a W20-7 (Flagger symbol) sign on each side road that is controlled by a Flagger.

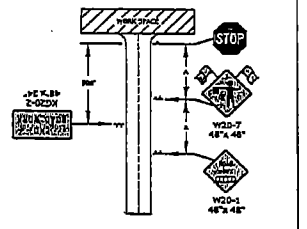
Existing signs shall not be covered or removed between Flagger stations.

- When applicable, use Type "A" low intensity warning lights for nighttime operations only or as directed by the Engineer.
- Minimum six (6) channelizers spaced at 20' intervals.
- Not required on substantial maintenance projects (1A).

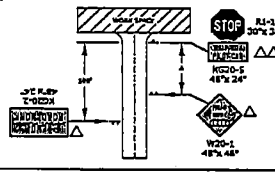
The KG20-5 (WAIT FOR PILOT CAR) sign shall be mounted on an approved portable support and not attached to the existing stop sign post.

The KG20-5 sign shall be placed immediately in front of the existing stop sign, a minimum of 6" below the bottom of the stop sign. The sign should be removed or covered when there is no pilot car.

Typical signing for highway or major collector approach to work space



Typical signing for a minor side road approach to work space



Planned: 10-OCT-2013 16:29  
 Title: TE730.dgn  
 Drawn By: jmacl  
 Title: TE730.dgn

\* Channelizing Device  
 M-1 AHEAD, 1500 FT, OR 1 MILE  
 M-2 AHEAD, 1000 FT, 1300 FT, OR 1/2 MILE  
 W-1 Spaced to be determined by the Engineer  
 Type "A" low intensity warning light

NO.	REVISED	BY	DATE	DESCRIPTION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

KANSAS DEPARTMENT OF TRANSPORTATION  
 TYPICAL TRAFFIC CONTROL FLAGGER OR PILOT CAR  
 TWO-LANE ONE LANE CLOSED  
 EXCLUDING CONCRETE SHOULDERS  
 EQUAL TO OR GREATER THAN 8 FT

TE730  
 KDOT Graphics Center 10-10-2013 St. Jo, MO

**SIGN LAYOUT INFORMATION**



**STD. SIZE**  
EXPWY/FREEWAY  
6" C  
48" x 24"



**STD. SIZE**  
EXPWY/FREEWAY  
6" C  
48" x 24"



**STD. SIZE**  
EXPWY/FREEWAY  
3" C  
24" x 6"

6" C  
48" x 12"



MILEAGE TO BE DETERMINED BY THE ENGINEER.



**STD. SIZE**  
EXPWY/FREEWAY  
8" D  
48" x 48"



**STD. SIZE**  
EXPWY/FREEWAY  
48" x 48"



**STD. SIZE**  
EXPWY/FREEWAY  
30" x 24"



**STD. SIZE**  
EXPWY/FREEWAY  
6" C  
10" D



**STD. SIZE**  
EXPWY/FREEWAY  
UPPERCASE: 6" C  
UPPERCASE: 10" D  
LOWER CASE: 4.5" C  
LOWER CASE: 8" D

ALL CITY NAMES AND STREET NAMES ON SPECIAL SIGNS AND DESTINATION SIGNS MUST HAVE UPPER AND LOWER CASE LETTERS.  
ALL SIGNS SHALL BE BLACK ON ORANGE RETROREFLECTIVE SHEETING.

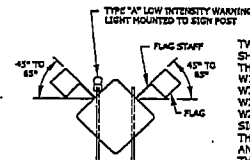
**GENERAL NOTES**

- 1. MAINTENANCE:**  
THE CONTRACTOR SHALL MAINTAIN ALL SIGNS AND DEVICES IN AN UPRIGHT POSITION. THE CONTRACTOR SHALL CLEAN OR REPLACE ANY DAMAGED OR ILLIBLE SIGN OR DEVICE AS DIRECTED BY THE ENGINEER.
- 2. EXISTING SIGNS:**  
IF EXISTING SIGNS THAT ARE TO REMAIN (WHETHER DENOTED ON THE PLANS OR NOT) INTERFERE WITH CONSTRUCTION WORK, THE CONTRACTOR SHALL REMOVE, STORE, AND RESET THE SIGNS. THIS SHALL BE SUBSIDIARY TO OTHER TRAFFIC CONTROL BID ITEMS. SIGNING DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 3. CONFLICTING SIGNS, SIGNS NOT IN USE, AND TRAFFIC SIGNALS:**  
SIGNS AND TRAFFIC SIGNALS THAT ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLAN OR DO NOT APPLY TO THE TRAFFIC OPERATIONS SHALL BE IMMEDIATELY REMOVED, TURNED SO NOT VISIBLE TO TRAFFIC FROM ANY DIRECTION, OR COMPLETELY COVERED WITH ADEQUATE OPAQUE BREATHABLE MATERIAL TAPE SHALL NOT BE APPLIED TO THE FACE OF THE SIGN.
- 4. PORTABLE AND POST MOUNTED SIGNS:**  
TEMPORARY TRAFFIC CONTROL SIGNS THAT ARE ANTICIPATED TO REMAIN IN PLACE FOR 3 DAYS OR LESS ARE CONSIDERED "PORTABLE" PORTABLE SIGNS SHALL BE MOUNTED ON AN APPROVED SUPPORT AT A MINIMUM HEIGHT OF 12' ABOVE THE TRAVELED WAY. TRAFFIC CONTROL SIGNS IN PLACE FOR OVER 3 DAYS ARE REQUIRED TO BE MOUNTED ON APPROVED POSTS. A MINIMUM OF 42" OF THE APPROVED POST MUST BE BELOW THE GROUND SURFACE WITH ADEQUATE BACKFILL AND COMPACTED. ALL POSTS AT MINIMUM SHALL EXTEND TO THE TOP EDGE OF THE SIGN AND NO GREATER THAN 6" ABOVE THE SIGN.  
  
WHEN THE SIGN WIDTH IS EQUAL TO OR GREATER THAN 9', THREE OR MORE WOOD POSTS MAY BE USED WITH A MINIMUM OF 4' BETWEEN THE CENTERLINE OF EACH POST. ALL SIGNS LESS THAN 9' IN WIDTH SHALL USE A MAXIMUM OF TWO WOOD POSTS.  
  
\*ROLL-UP\* SIGNS MAY BE USED FOR PORTABLE WARNING SIGNS. THEY MUST BE FLUORESCENT ORANGE ASTM TYPE IV SIGNS OF OPAQUE MATERIAL. MESH SIGNS ARE NOT ALLOWED.  
  
IN THE CASE OF HITTING ROCK WHEN DRIVING POSTS  
1. SHIFT THE SIGN LOCATION. DO NOT VIOLATE MINIMUM SIGN SPACING.  
2. WITH THE ENGINEER'S APPROVAL, USE ACCEPTABLE ALTERNATIVE SIGN STANDS.
- 5. SHEETING:**  
ALL ORANGE SIGNS SHALL HAVE FLUORESCENT ORANGE ASTM TYPE IV SHEETING. ALL OTHER SIGNS SHALL HAVE ASTM TYPE III SHEETING OF STANDARD COLORS.
- 6. SIGNS INVOLVING SPEEDS:**  
THE W3-S (SPEED REDUCTION) SHOULD BE USED ONLY IF THE ENGINEER DETERMINES THAT A REDUCED SPEED IS REQUIRED ON THE PROJECT.  
  
THE KM4-20 (WORK ZONE) PLAQUE SHALL BE PLACED ABOVE ALL SPEED LIMIT SIGNS (R2-1), EXISTING AND TEMPORARY. MOUNT THE WORK ZONE PLAQUES TO THE POST. DO NOT OVERLAP THE R2-1 AND KM4-20 SIGNS.  
  
FOR SPEEDS OF 30 MPH OR LESS, THE W1-1 (TURN) OR W1-3 (REVERSE TURN) SHOULD BE USED. FOR SPEEDS OF 35 MPH OR MORE, THE W2-2 (CURVE) OR W1-4 (REVERSE CURVE) SHOULD BE USED. THE W13-1 (MPH) IS TO BE ELIMINATED IF THE ADVISORY SPEED IS WITHIN 5 MPH OF THE SPEED LIMIT.
- 7. SIGNS CONTROLLING WORK ZONE:**  
THE KG20-2 (END ROAD WORK) SHOULD BE PLACED 500' FROM THE END OF THE ACTUAL WORK SPACE, NOT NECESSARILY AT THE EXTREME LIMITS OF THE PROJECT. THE KG20-2 SHOULD BE MOUNTED ON TWO POSTS. THE KG20-2 MAY BE MOUNTED ON ONE POST IF IN URBAN AREAS WHERE UTILITIES ARE A PROBLEM AND WIND LOADS ARE NOT AN ISSUE.  
  
WHERE TWO WORK ZONES ARE LESS THAN 1 MILE APART IN RURAL AREAS OR 3/4 MILE APART IN URBAN AREAS, THE KG20-2 (END ROAD WORK) FOR THE FIRST WORK ZONE AND THE W20-1 (ROAD WORK) FOR THE SECOND WORK ZONE SHOULD BE ELIMINATED.

**8. WARNING LIGHTS ON SIGNS:**

A TYPE "A" LOW INTENSITY WARNING LIGHT IS AN L.E.D. BI-DIRECTIONAL FLASHING WORK ZONE WARNING LIGHT. TYPE "A" LOW INTENSITY WARNING LIGHTS SHOULD BE USED WITH ALL CONSTRUCTION ACTION WARNING SIGNS AND SHALL NOT BE USED ON SIGNS MOUNTED LESS THAN 9' HIGH ON TEMPORARY SUPPORTS. ON ALL OTHER CONSTRUCTION WARNING SIGNS, TYPE "A" LOW INTENSITY WARNING LIGHTS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

TYPE "A" LOW INTENSITY WARNING LIGHTS SHALL BE MAINTAINED SO AS TO BE CAPABLE OF BEING VISIBLE ON A CLEAR NIGHT FROM A DISTANCE OF 3000 FT. IF A TYPE "A" LOW INTENSITY WARNING LIGHT HAS A SEPARATE BATTERY CASE, THE BATTERY CASE SHALL BE MOUNTED NO HIGHER THAN 12" ABOVE THE GROUND AND MOUNTED BEHIND THE SIGN POST. A TYPE "A" LOW INTENSITY WARNING LIGHT WHERE THE LENS AND BATTERY ARE ONE UNIT SHALL BE MOUNTED ON THE TEMPORARY SIGN POST NEAREST TO THE TRAVELED WAY. FLAGS SHALL NOT INTERFERE WITH THE VISIBILITY OF THE TYPE "A" LOW INTENSITY WARNING LIGHT.



TWO (2) 18" x 18" FLUORESCENT RED-ORANGE FLAGS SHALL BE ATTACHED (IN THE POSITION SHOWN) ON THE W20-2(LEFT TURN), W1-1(TURN), W1-2(CURVE), W1-3(REVERSE TURN), W1-4(REVERSE CURVE), W3-3(SIGNAL AHEAD), W4-2(LANE REDUCTION), W20-4(ONE LANE ROAD), W20-5(LANE CLOSED), W20-7(A FLASHER), AND W3-4 (BE PREPARED TO STOP) SIGNS AND ANY OTHER ACTION SIGNS AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER. THE FLAGS AND STAFFS ARE TO BE ATTACHED IN SUCH A MANNER THAT THE SIGN WILL NOT BE OBTSCURED. THE FLAGS MAY BE EITHER A CLOTH OR VINYL MATERIAL. THE FLAGS SHALL BE SUBSIDIARY TO THE CONSTRUCTION SIGN BID ITEMS.

**MINIMUM ADVANCE WARNING SIGN SPACING (IN FEET):**

	A	B	C
URBAN (40 MPH OR LOWER)	100	100	100
URBAN (45 MPH OR HIGHER)	350	350	350
RURAL (55 MPH OR LOWER)	500	500	500
RURAL (60 MPH OR HIGHER)	750	750	750
EXPRESSWAY/FREEWAY	1000	1500	2640

THE MINIMUM SPACING BETWEEN SIGNS SHALL BE NO LESS THAN 100', UNLESS DIRECTED BY THE ENGINEER.

THE SPACING BETWEEN ANY SIGNS MAY BE INCREASED BEYOND THE MINIMUM VALUES IN THE TABLE ABOVE AS APPROVED BY THE ENGINEER IN ORDER TO MAXIMIZE VISIBILITY.

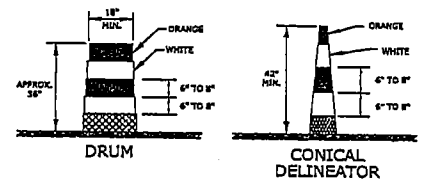
NO.	SYMBOL	APPROVED BY	DATE	REVISION	DATE	BY
1	KG20-2	...	...	...	...	...
2	KG20-5	...	...	...	...	...
3	KG20-5	...	...	...	...	...
4	KG20-5	...	...	...	...	...

KANSAS DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SIGNS**

TET/JO  
DATE: 10-27-2012  
SCALE: AS SHOWN  
PROJECT: ...  
SHEET NO.: ...  
TOTAL SHEETS: ...

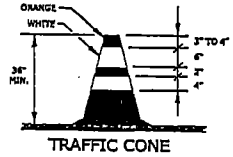
Drawn By: lhwadd  
File: 3ar10.dgn  
Project: 2-LOCT-2011-07-53  
Traffic

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
MICHIGAN	XX-XX XX-XXXX-XX	XXXX	XXX	XXX

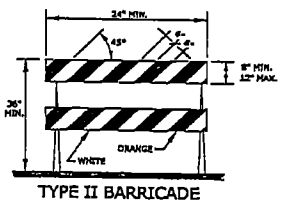


DRUMS AND CONICAL DELINEATORS SHALL HAVE AT LEAST TWO ORANGE AND TWO WHITE 5\"/>

ALL RETROREFLECTIVE STRIPES ON DRUMS SHALL BE ASTM TYPE III SHEETING. THE WHITE STRIPES ON CONICAL DELINEATORS SHALL BE ASTM TYPE III SHEETING. ORANGE STRIPES ON ALL CONICAL DELINEATORS SHALL BE FLUORESCENT ORANGE ASTM TYPE IV SHEETING.



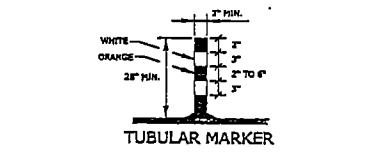
TRAFFIC CONES MAY BE USED AS CHANNELIZING DEVICES FOR DAYTIME OPERATIONS ONLY. THEY WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE SUBSIDIARY TO OTHER TRAFFIC CONTROL, SIG ITEMS. THE ENGINEER MAY REQUIRE THAT TRAFFIC CONES BE SUPPLEMENTED BY OTHER TRAFFIC CONTROL DEVICES IN CERTAIN SITUATIONS.



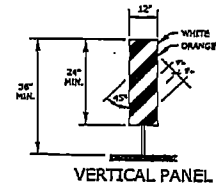
FOR RAILS LESS THAN 36\"/>

THE ENTIRE AREA OF BARRICADE RAILS, BOTH FRONT AND BACK, SHALL BE ASTM TYPE III SHEETING.

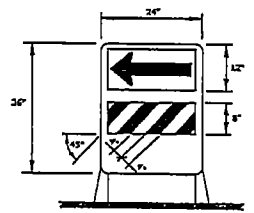
THE STRIPES SHALL SLOPE DOWNWARD TO THE TRAFFIC SIDE FOR CHANNELIZATION.



THE TWO WHITE RETROREFLECTIVE STRIPES SHALL BE ASTM TYPE III SHEETING. STRIPING AS SHOWN FOR UP TO 42\"/>



THE ENTIRE AREA OF VERTICAL PANELS, BOTH FRONT AND BACK, SHALL HAVE ASTM TYPE III SHEETING. THE STRIPES SHALL SLOPE DOWNWARD TO THE TRAFFIC SIDE FOR CHANNELIZATION.



THE ARROW PANEL SHALL BE BLACK ON FLUORESCENT ORANGE ASTM TYPE IV SHEETING. THE STRIPES SHALL BE ORANGE AND WHITE ASTM TYPE III SHEETING SLOPING DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS.

THE DIRECTION INDICATOR BARRICADE SHALL BE USED IN SERIES TO DIRECT THE MOTORIST INTO THE INTENDED LANE OF TRAVEL.

THE ARROW PANEL SHOULD NOT BE VISIBLE TO OPPOSING TRAFFIC.

**TAPER FORMULAS:**

$L = WS$  FOR SPEEDS OF 45 MPH OR MORE

$L = WS^2/60$  FOR SPEEDS OF 40 MPH OR LESS

WHERE: L = MINIMUM LENGTH OF TAPER IN FEET  
 S = NUMERICAL VALUE OF POSTED SPEED PRIOR TO WORK STARTING IN MPH  
 W = WIDTH OF OFFSET IN FEET

- CHANNELIZER PLACEMENT:**
- (A) THE SPACING BETWEEN DEVICES IN TRANSITION AREA (TAPER) SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1/2 THE POSTED SPEED LIMIT IN MPH PRIOR TO WORK STARTING.
  - (B) THE SPACING BETWEEN DEVICES IN THE ADVANCED WARNING AREA AND THE ACTIVITY AREA SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO TWO TIMES THE POSTED SPEED LIMIT IN MPH PRIOR TO WORK STARTING.
  - (C) CHANNELIZING DEVICES SHALL BE PLACED FOR OPTIMUM VISIBILITY, NORMALLY AT RIGHT ANGLES TO THE TRAFFIC FLOW.
  - (D) CHANNELIZING DEVICES PLACED ALONG SHOULDER EDGES OR IN DROPOFFS SHALL HAVE A MINIMUM OF 24\"/>

ITEM	LOCATION	CHANNELIZER TYPES								
		CROSS-DOWNS	REVERSELY DIRECTION	TANGENTS	TAPES	RAMP	HEAD TO HEAD	IDENTIFIER	LEAD IN DEVICES	GOES
PORTABLE	DRUMS	YES	YES	YES	YES	YES	(1)	YES	YES	YES
	CONICAL DELINEATORS	YES	YES	YES	YES	YES	(1)	YES	YES	YES
	VERTICAL PANELS	(2)	(2)	(2)	(2)	(2)	(1,2)	YES	(2)	(2)
	DIRECTION INDICATOR BARRICADE	NO	NO	NO	YES	NO	NO	NO	NO	NO
	TYPE II BARRICADE	(2)	(2)	(2)	(2)	NO	NO	YES	NO	NO
FIXED	TUBULAR MARKERS	(3)	(3)	(3)	NO	(3)	YES	NO	YES	YES
	VERTICAL PANELS	(3)	(3)	(3)	(3)	(3)	YES	(2,3)	(2)	

- (1) NOT ALLOWED ON CENTERLINE DELINEATION ALONG FREEWAYS OR EXPRESSWAYS.
- (2) THE STRIPES SHALL SLOPE DOWNWARD TO THE TRAFFIC SIDE FOR CHANNELIZATION.
- (3) MAY BE USED UPON THE APPROVAL OF THE ENGINEER.

DATE: 24 OCT 2015 17:53  
 Title: Traffic

Drawn By: Pineda  
 Pinned: 10/23/2015

1	DATE	APPROVED	DESIGNED	DRAWN	CHECKED
2	DATE	APPROVED	DESIGNED	DRAWN	CHECKED
3	DATE	APPROVED	DESIGNED	DRAWN	CHECKED

MICHIGAN DEPARTMENT OF TRANSPORTATION

**CHANNELIZING DEVICES**

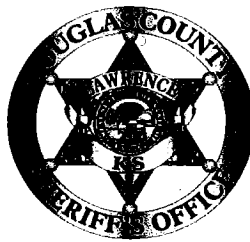
TE702

DATE: 10/23/2015 17:53  
 DRAWN BY: Pineda  
 CHECKED BY: [blank]  
 TITLE: Traffic  
 PROJECT: [blank]  
 SHEET: [blank] OF [blank]  
 NOT TO SCALE

Pinned: 24 OCT 2015 17:53  
 Title: Traffic  
 Drawn By: Pineda  
 Pinned: 10/23/2015

NOT TO SCALE  
 DATE: 10/23/2015

# OFFICE OF



# THE SHERIFF

James J. Martin, Jr., Undersheriff  
111 E 11<sup>th</sup> St – Operations  
Lawrence, KS 66044  
(785) 841-0007, fax (785) 841-5168

Steve M. Hornberger, Undersheriff  
3601 E 25<sup>th</sup> St – Corrections  
Lawrence, KS 66046  
(785) 830-1000, fax (785) 830-1085

**KENNETH M. MCGOVERN**  
Sheriff

September 5, 2014

To: Douglas County Board of County Commissioners  
Craig Weinaug, Douglas County Administrator

From: Kenneth M. McGovern, Sheriff 

SUBJECT:

I request authorization to replace and upgrade the temperature control system for the Douglas County Correctional Facility ("DCCF"). The current system in place was installed in 1998 and 1999 during construction of the DCCF. The typical life expectancy for a temperature control system is approximately 15 years according to industry standards. Many of the components originally installed are no longer being made; therefore, in the instance of failure it may be difficult or almost impossible to obtain the necessary parts to repair the system. As you are aware, the DCCF operates 365 days a year, 24 hours, seven days a week. It is critical that the Sheriff's Office is able to maintain the appropriate temperature and humidity at all times throughout the DCCF. With the installation of the new system, it is anticipated there will be a reduction of energy use along with a greater ability to more accurately control temperature in various locations throughout the building.

A portion of the infrastructure that was originally installed can be utilized with new system if we remain with the same vendor who originally installed the system, thereby resulting in some budgetary savings. Therefore, I recommend we purchase the system from Control Service Company ("CSC") at a cost of \$145,000. This proposal has been reviewed and recommended by Dave Sparkes, the Maintenance Director for Douglas County. Attached you will find a copy of the proposal submitted by CSC. Funding for this project has been set aside in Douglas County's capital improvement budget for 2014.

Should you have any further questions, please feel free to contact me.

Respectfully,

Sheriff Kenneth M. McGovern

Attachments





Innovative Solutions for Healthier Environments  
3350 NE Ralph Powell Road · Lee's Summit, MO 64064  
main 816.600.5800 · fax 816.600.5899 · [www.controlservice.com](http://www.controlservice.com)

August 19, 2014

Dave Sparkes  
Douglas County Correctional Facility  
3601 East 25<sup>th</sup> Street  
Lawrence KS, 66046

Re: Douglas County Correctional Facility Building Automation Systems Upgrade

Dear Dave,

Control Service Company appreciate the opportunity to work with you in evaluating your existing Automated Logic (ALC) Building Automation system that was installed in 1998 & 1999. Control Service Company over the past 15 years has worked in partnership with Douglas County to assist in maintaining the efficiency and reliability of your Building Automation System.

According to the American Society of Heating and Cooling Engineers the typical life expectancy of a Building Automation System is 15 years. This is due to the aging electronic components, field sensors, and field actuation devices. Dave over the past 15 years you have done a great job at keeping your system at optimal performance and providing the needed preventative maintenance. Just like any other piece of Mechanical Equipment, over time the system will start to degrade, show its age, and will need to be considered for component upgrades.

Automated Logic over the past (15) years have remained true to their mission in that they have continued to provide backward compatibility through the Operator Interface software for several different generations of hardware. Your system is no exception it has mostly generation one hardware and a few components of the ALC generation two hardware that still communicates with the latest generation of Operator Interface Software (WebCTRL). Automated Logic stopped making their first generation hardware in 2002 and were no longer able to provide electronic component repair by 2005. The second generation hardware production came to an end in 2008 and we are projecting that component repair will be discontinued by 2015. Control Service Company carries an inventory of older equipment so that we may continue to service our customers and to provide a means of keeping the integrity of your system high.

As your system reaches its life expectancy we would like to help you plan for the future and provide you with options to keep your system reliable as you forecast an upgrade plan. The justification for this project comes from many areas (energy reduction, life cycle system replacement, and facility environmental improvement). This project will generate substantial energy reductions and implement a system with positive environmental impact. The project enables a new human factor for comfort that can be measured with the Automated Logic Environmental Index to provide for a more productive work environment. The cost of the Correctional Facility energy is only a small portion of your overall operational cost. The efficiency and health of the County Staff have a much larger potential to save Tax

Payers dollars if the building environments are better controlled. Included with our proposal is an article written by the American Society of Heating Refrigeration Engineers titled "People First". The study details the effects of controlled buildings and the impact on its occupants. This project will implement a new Automated Logic technology that will help the County to measure the comfort level of the building and for the DDC controls system to regulate comfort levels resulting in a healthier and more productive building.

Sincerely,



Michael S. Riley  
President

**Specific Project Scope Details:** The options that we are providing below is to separate the project into two different phases. This method is a little more costly having to mobilize for two different project but provides for an opportunity to start putting into place the infrastructure for a more energy efficient system. The full efficiency of the system will not be realized until the zone controls are complete.

Phase I (Central Plant & AHU Equipment Upgrades): \$ 106,000

Phase II (Terminal Zone Controls): \$ 64,000

**Turn Key Price is \$ 145,000 (Price Completed as one Project)**

The price is valid for 60 days, Sales Tax is excluded, and Bonds are excluded.

**Price includes:**

- Provide a LAN Gate Router for connection to County Internet System
- Provide replacement modules in Boiler Control room for Hot Water & Chilled Water System
- Provide DDC Controller for AHU Equipment
- Control installation and any control cabinet wiring to make the upgrades
- Programming, graphic generation and database update
- Startup and One-year warranty
- The price reflects Douglas County installing ARCnet Communication Wiring between control cabinets and Terminal Boxes and Thermostat Cable RS-Cable. Cost of the control wire is included in the Bid.

**The following equipment will be controlled or monitored:**

- (7) VAV AHUs—Phase I
- (6) Multi Zone AHUs—Phase I
- (2) Cooling Only VAV Boxes—Phase II
- Hot Water Boiler & Associated Pumps—Phase I
- Chilled Water System & Associated Pumps—Phase I
- Exhaust Fan 1, 2, & 3—Phase I
- Sally Port, Kitchen MAU, Generator Room, Dishwasher EX—Phase I
- Stair Pressurization & (6) Smoke Exhaust Fans—Phase I
- East & West Radiation Zone Valves—Phase I
- (52) Terminal Boxes (1 with Hot Water Re-Heat)—Phase II

HOME RULE RESOLUTION NO. \_\_\_\_\_

A HOME RULE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS EXTENDING A TEMPORARY MORATORIUM ON LARGE WIND ENERGY CONVERSION SYSTEMS

WHEREAS, on December 11, 2013, the Board of County Commissioners of Douglas County, Kansas ("Board") adopted Home Rule Resolution No. 13-12-5, placing a temporary moratorium on Large Wind Energy Conversion Systems, and

WHEREAS, on April 23, 2014, the Board adopted Home Rule Resolution No. 14-13, extending the temporary moratorium through September 30, 2014, and

WHEREAS, the Board and applicable Douglas County officials, agencies, departments, boards, and commissions require additional time to review the Zoning Regulations, receive public input, hold public hearings, and make recommendations for amendments to the Zoning Regulations to address adverse effects that wind farms may create.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

The temporary moratorium adopted in Home Rule Resolution No. 13-12-5 and extended by Home Rule Resolution 14-13 is hereby extended through and including March 31, 2015. This Resolution is effective from and after its adoption and publication one time in the official County newspaper.

ADOPTED September \_\_, 2014

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
Nancy Thellman, Chair

ATTEST:

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

\_\_\_\_\_  
Jameson D. Shew, County Clerk

\_\_\_\_\_  
Jim Flory, Member