

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JULY 6, 2016

4:00 p.m.

-Employee designation recognition for Angela Hoffhines (David Harper/Marilyn Cathey/Steve Miles)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
(b) Consent Agenda authorization to solicit bids for bridge deck repair project Project No. 2015-69; Bridge No. 17.82N-10.00E (Keith Browning);
(c) Consent Agenda approval of construction contract Replacement of Bridge No. 09.58N-09.00E, DGCO Project No. 2015-67; KDOT Project No. 23 C-4731-01;
(d) Consider awarding Consent Agenda approval of construction contract for Project No. 2016-06 Mill, patch and overlay portions of Route 1055 and E 900 Road (Keith Browning); and
(e) Consider approval to submit an application for the Fiscal Year (FY) 2016 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Ken McGovern).

REGULAR AGENDA

- (2) Vacation Petition Hearing for the City of Lawrence west of Queen Road (E 1000 Road)- (Scott Wagner)
- (3) Work session on Mental Health Court Study Session.
- (4) (a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
-Board of Construction Codes Appeals (1) position 12/15
-Community Corrections Board (2) positions 01/16 and 05/16
(c) Public Comment
(d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (5) **CUP-16-00105**: Consider a Conditional Use Permit for clean rubble landfill, on approximately 40 acres located at 1736 E 1550 Rd. Submitted by Grob Engineering Services, LLC, for Nunemaker-Ross, Inc., property owner of record. Mary Miller is the Planner.
- (6) Adjourn

WEDNESDAY, JULY 13, 2016

6:00 p.m.

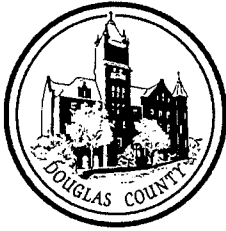
CUP-15-00467: 2015 annual review of Hamm Buchheim Quarry at 1453 E 550 Road. Mary Miller is the Planner.

WEDNESDAY, JULY 20, 2016

-4:00 p.m. Crisis Intervention Center Work Session

WEDNESDAY, JULY 27, 2016

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 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 PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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 *KAB*

Date : June 29, 2016

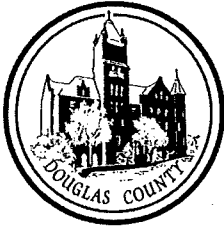
Re : Consent Agenda authorization to solicit bids for bridge deck repair project
Project No. 2015-69; Bridge No. 17.82N-10.00E

The referenced bridge carries E 1000 Road (Queens Road) over the Kansas Turnpike. The existing concrete bridge deck is deteriorated with missing concrete exposing reinforcing steel and delaminated areas that will soon spall and expose additional reinforcing steel. The project is to rehabilitate the bridge deck by milling and removing the upper $\frac{3}{4}$ " of concrete, patching areas of deteriorated concrete, and overlaying the deck with 2" of concrete.

Plans are complete, and we are ready to solicit bids for construction. The CIP includes \$150,000 for this project. We currently estimate construction cost to be approximately \$144,000. Consultant engineering costs were \$9,800.

This bridge is on the Kansas Turnpike Authority (KTA) inventory. However, Douglas County signed an agreement with the KTA in 1991 that makes Douglas County responsible for the repair, maintenance, and replacement of bridge decks for bridges carrying county or township roads over the turnpike.

Action Required: Consent Agenda authorization to solicit bids for Project No. 2015-69, concrete deck rehabilitation for Bridge No. 17.82N-10.00E, the bridge carrying E 1000 Road over the Kansas Turnpike.



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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 *KAB*

Date : June 27, 2016

Re : Consent Agenda approval of construction contract
Replacement of Bridge No. 09.58N-09.00E
DGCO Project No. 2015-67; KDOT Project No. 23 C-4731-01

Bids were opened June 24 for the referenced project. We received four bids as shown on the attached bid tabulation and as follows:

Bidder	Total Bid
Bryan-Ohlmeier Const.	\$203,550.90
Klaver Const.	\$229,902.60
RD Johnson	\$247,195.00
Crossland Heavy	\$349,000.00
<i>Engineer's Estimate</i>	<i>\$239,099.50</i>

In January 2015 the BOCC signed an agreement with KDOT for Local Bridge Improvement Program funding to replace the referenced bridge. The agreement stipulates KDOT will reimburse Douglas County for 90% of total costs for preliminary engineering, construction, construction engineering, right-of-way acquisition and utility adjustments up to a maximum state contribution of \$120,000. The CIP includes \$250,000 for this project.

We recommend accepting the low bid and contracting with Bryan-Ohlmeier Construction for this bridge replacement project. We request authorization to approve change orders totaling up to 10% of the contract amount.

Action Required: Consent Agenda approval of a construction contract with Bryan-Ohlmeier Construction in the low bid amount of \$203,550.90 for Project No. 2015-67, replacement of Bridge No. 09.58N-09.00E, and authorization for the Public Works Director to approve change orders totaling up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2015-67/BID NO. 16-F-0018
DESCRIPTION: BRIDGE REPLACEMENT FOR 09.58N-09.00E E900 RD OVER TRIBUTARY TO WASHINGTON CREEK
BID TABULATION
June 24, 2016

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Bryan-Ohlmeier Construction		Klaver Construction		RD Johnson		Crossland Heavy	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	REMOVAL OF EXISTING STRUCTURES	L.S.	1	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$21,700.00	\$21,700.00
2	CLEARING & GRUBBING	L.S.	1	\$4,000.00	\$4,000.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$6,700.00	\$6,700.00
3	COMMON EXCAVATION	C.Y.	1,432	\$10.00	\$14,320.00	\$7.00	\$10,024.00	\$6.50	\$9,308.00	\$6.50	\$9,308.00	\$19.70	\$28,210.40
4	COMPACTION OF EARTHWORK(TYPE A) (MR-5-5)	C.Y.	1,141	\$2.00	\$2,282.00	\$8.00	\$9,128.00	\$7.50	\$8,557.50	\$7.50	\$8,557.50	\$4.30	\$4,906.30
5	WATER (GRADING) (SET)	MGAL	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
6	MAILBOX INSTALLATION (SET)	EA.	1	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
7	AGGREGATE DITCHLINING (6")	TON	94	\$50.00	\$4,700.00	\$31.50	\$2,961.00	\$30.00	\$2,820.00	\$30.00	\$2,820.00	\$33.00	\$3,102.00
8	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,240.20	\$3,240.20
9	MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$21,175.00	\$21,175.00	\$56,200.60	\$56,200.60	\$14,500.00	\$14,500.00
10	OBJECT MARKER (TYPE III)	EA.	4	\$125.00	\$500.00	\$150.00	\$600.00	\$100.00	\$400.00	\$250.00	\$1,000.00	\$230.00	\$920.00
11	TRAFFIC CONTROL	L.S.	1	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$1,710.00	\$1,710.00	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00
12	SOIL EROSION MIX	LBS.	7.3	\$15.00	\$109.50	\$315.00	\$2,299.50	\$35.00	\$255.50	\$300.00	\$2,190.00	\$355.00	\$2,591.50
13	SILTFENCE	L.F.	20	\$4.00	\$80.00	\$5.00	\$100.00	\$10.00	\$200.00	\$4.00	\$80.00	\$13.00	\$260.00
14	BIODEGRADABLE LOG (20")	L.F.	20	\$7.00	\$140.00	\$15.00	\$300.00	\$10.00	\$200.00	\$15.00	\$300.00	\$19.00	\$380.00
15	TEMPORARY DITCH CHECK (ROCK)	C.Y.	128	\$65.00	\$8,320.00	\$26.00	\$3,328.00	\$75.00	\$9,600.00	\$25.00	\$3,200.00	\$56.00	\$7,168.00
16	EROSION CONTROL (CLASS 1; TYPE C)	S.Y.	322	\$2.00	\$644.00	\$5.25	\$1,690.50	\$4.00	\$1,288.00	\$5.00	\$1,610.00	\$7.30	\$2,350.60
17	TEMPORARY SEEDING	L.S.	1	\$5,000.00	\$5,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$3,250.00	\$3,250.00
18	SEEDING	L.S.	1	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,250.00	\$3,250.00
19	SURFACING MATERIAL (SS-3)	TON	40	\$30.00	\$1,200.00	\$26.50	\$1,060.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$38.00	\$1,520.00
20	AGGREGATE BASE (AB-3)	TON	86	\$28.00	\$2,408.00	\$19.00	\$1,634.00	\$18.00	\$1,548.00	\$18.00	\$1,548.00	\$28.00	\$2,408.00
21	CLASS III EXCAVATION	C.Y.	190	\$40.00	\$7,600.00	\$7.00	\$1,330.00	\$5.00	\$950.00	\$6.50	\$1,235.00	\$89.00	\$16,910.00
22	CONCRETE (GRADE 4.0) (AE)	C.Y.	191.9	\$500.00	\$95,950.00	\$445.00	\$85,395.50	\$534.00	\$102,474.60	\$445.00	\$85,395.50	\$750.00	\$143,925.00
23	REINFORCING STEEL (GRADE 60)	LBS.	30,520	\$1.05	\$32,046.00	\$0.87	\$26,552.40	\$0.90	\$27,468.00	\$0.87	\$26,552.40	\$1.30	\$39,676.00
24	FOUNDATION STABILIZATION	C.Y.	147	\$60.00	\$8,820.00	\$48.00	\$7,056.00	\$50.00	\$7,350.00	\$50.00	\$7,350.00	\$90.00	\$13,230.00
25	GRANULAR BACKFILL (WINGWALLS)	C.Y.	84	\$65.00	\$5,460.00	\$44.00	\$3,696.00	\$42.00	\$3,528.00	\$42.00	\$3,528.00	\$80.00	\$6,720.00
26	CONCRETE FOR SEAL COURSE (SET)	C.Y.	1	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
27	SLOPE PROTECTION (RIPRAP STONE)	C.Y.	238	\$70.00	\$16,660.00	\$47.00	\$11,186.00	\$45.00	\$10,710.00	\$45.00	\$10,710.00	\$69.00	\$16,422.00
TOTAL BID -					\$239,099.50		\$203,550.90		\$229,902.60		\$247,195.00		\$349,000.00

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk

9

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2015-67

BRIDGE 09.58N-09.00E REPLACEMENT
E900 ROAD OVER TRIBUTARY TO WASHINGTON CREEK

BID # 16-F-0018

Douglas County Commissioners

James E. Flory, Chairman

Mike Gaughan, Member

Nancy Thellman, Member

Approved By:

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

Date: 6/2/2016

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018

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GEO-TECH REPORT

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018
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., Friday, June 24, 2016, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2015-67 consists of Removal of Existing Structures, Culvert Construction, Aggregate Surfacing, Erosion Control, Seeding, and Traffic Control.

Douglas County Project 2015-67 is located on E 900 Road approximately 8 miles southwest of Lawrence, KS.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2015-67", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Fifty Dollar (\$50.00) non-refundable deposit is required per set, which includes one "11 x 17" set of plans and a copy of the contract documents and specifications. The contract documents and 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: 6/2/2016

Publication Date: Saturday, June 4, 2016
Tuesday, June 14, 2016

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018

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, 3755 E. 25th Street, Lawrence, Kansas 66046 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. 2015-67" 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.

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 68-1120 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 NOTICE TO CONTRACTORS (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, 3755 E. 25th Street, Lawrence, Kansas 66046. 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 classifications listed under section 102.2(b).

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, 3755 E. 25th Street, Lawrence, Kansas 66046, 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. 2015-67", 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 68-1120 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 68-1120, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018
PROPOSAL

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

1. Proposal of Bryan - Ohlmeier Construction Co., Inc. for the performance of "Douglas County Project No. 2015-67", 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 forty (40) working days. The earliest anticipated date for the "Notice to Proceed" is July 25, 2016. The latest anticipated date for the Notice to Proceed is August 8, 2016.
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

NA

Bryan - Ohlmeier Construction., Inc.
Name of Organization

By: Craig Ohlmeier President.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018

SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	REMOVAL OF EXISTING STRUCTURES	L.S.	1	10,250	10,250
2	CLEARING AND GRUBBING	L.S.	1	3,100	3,100
3	COMMON EXCAVATION	C.Y.	1,432	7 ⁰⁰	10,024
4	COMPACTION OF EARTHWORK (TYPE A) (MR 5-5)	C.Y.	1,141	8 ⁰⁰	9,128
5	WATER (GRADING) (SET)	MGAL	1	\$35.00	\$35.00
6	MAILBOX INSTALLATION (SET)	EA.	1	\$150.00	\$150.00
7	AGGREGATE DITCHLINING (6")	TON	94	31.50	2,961
8	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	3,000	3,000
9	MOBILIZATION	L.S.	1	12,500	12,500
10	OBJECT MARKER (TYPE III)	EA	4	150	600
11	TRAFFIC CONTROL	L.S.	1	4,100	4,100
12	SOIL EROSION MIX	LBS	7.3	315	2,299.50
13	SILT FENCE	L.F.	20	5 ⁰⁰	100
14	BIODEGRADABLE LOG (20")	L.F.	20	15	300
15	TEMPORARY DITCH CHECK (ROCK)	C.Y.	128	26	3,328
16	EROSION CONTROL (CLASS 1; TYPE C)	S.Y.	322	5.25	1,690.50
17	TEMPORARY SEEDING	L.S.	1	800	800
18	SEEDING	L.S.	1	1,100	1,100
19	SURFACING MATERIAL (SS-3)	TON	40	26.50	1,060
20	AGGREGATE BASE (AB-3)	TON	86	19	1,634
21	CLASS III EXCAVATION	C.Y.	190	7 ⁰⁰	1,330
22	CONCRETE GRADE 4.0 (AE)	C.Y.	191.9	445	85,395.50
23	REINFORCING STEEL (GRADE 60)	LBS	30,520	0 ⁸⁷	26,552.40
24	FOUNDATION STABILIZATION	C.Y.	147	48	7,056

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
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SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
25	GRANULAR BACKFILL (WINGWALLS)	C.Y.	84	44	3,696
26	CONCRETE for SEAL COURSE (SET)	C.Y.	1	\$175.00	\$175.00
27	SLOPE PROTECTION (RIPRAP STONE)	C.Y.	238	47	11,186

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID 203,550⁹⁰

CONTRACTOR Bryan-Ohlmeier Construction Co., Inc.

AD
mf

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-67
BID # 16-F-0018

CONTRACT

THIS CONTRACT, made and entered into this _____ day of
July, 2016, by and between the BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred
to as the COUNTY, and Bryan - Ohlmeier Construction
Co., Inc., 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. 2015-67
BID # 16-F-0018

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. 2015-67
BID # 16-F-0018

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. 2015-67

BID # 16-F-0018

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 Oblige, in the penal sum of
_____ Dollars
(\$_____) (the current amount of the contract price between Principal and Oblige),
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 Oblige 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 Oblige 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 Oblige 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 Oblige of the lowest and best bid, arrange for
an agreement between such bidder and the Oblige, secured by payment and performance bonds, and pay
to Oblige 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 Oblige; or (c) work out such other arrangements as are accepted by Oblige in writing. The term
"balance of the Contract Price," as used herein, shall mean the total amount payable by the Oblige to the
Principal under the Contract, and any amendments thereto, less the amount paid by the Oblige 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: _____

Attest:

County Clerk

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 2015

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.

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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 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2015-67 consists of Removal of Existing Structures, Culvert Construction, Aggregate Surfacing, Erosion Control, Seeding, and Traffic Control.

Douglas County Project 2015-67 is located on E 900 Road approximately 8 miles southwest of Lawrence, KS.

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED BY THE CONTRACTOR IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - 1.1 BEFORE PERMANENT OR TEMPORARY SEEDING, THE ENTIRE AREA TO BE SEEDED SHALL BE FERTILIZED WITH A 10-10-10 COMMERCIAL FERTILIZER APPLIED AT A RATE OF 250 POUNDS PER ACRE. THE ENTIRE AREA SHALL THEN BE RAKED TO MIX THE FERTILIZER THOROUGHLY INTO THE UPPER 2 INCHES OF SOIL.
 - 1.2 SEED AND MULCH SHALL BE FURNISHED AND PLACED IN GENERAL CONFORMANCE WITH SECTION 900 OF THE 2015 STANDARD SPECIFICATIONS.
 - 1.3 TEMPORARY SEEDING SHALL BE ACCOMPLISHED ANYTIME OF THE YEAR THE SOIL CAN BE CULTIVATED. ANNUAL RYEGRASS AND STERILE WHEATGRASS SHALL BE APPLIED AT A RATE OF 20 POUNDS PER ACRE EACH OF PURE LIVE SEED (PLS). PRAIRIE HAY MULCH SHALL BE UNIFORMLY SPREAD OVER ALL SEEDED AREAS AT A RATE OF 1 3/4 TO 2 1/4 TONS PER ACRE (1 1/2 INCH LOOSE DEPTH).
 - 1.4 PERMANENT SEEDING SHALL BE COMPLETED BETWEEN FEBRUARY 15 AND APRIL 20 OR AUGUST 15 AND SEPTEMBER 30. SEED SHALL BE EVENLY DISTRIBUTED AT A RATE OF 300 POUNDS (PLS) PER ACRE FESCUE (K-31), 20 POUNDS (PLS) PER ACRE BROMEGRASS AND 20 POUNDS (PLS) PER ACRE ANNUAL RYEGRASS. PRAIRIE HAY MULCH SHALL BE UNIFORMLY SPREAD OVER SEEDED AREAS AT A RATE OF 1 3/4 TO 2 1/4 TONS PER ACRE (1 1/2 INCH LOOSE DEPTH).
2. THE CONTRACTOR SHALL SALVAGE THE ROCK WALL IN THE NORTHEAST QUADRANT OF THE BRIDGE EMBANKMENT, AND PLACE THE ROCK IN A STOCKPILE ON THE LANDOWNER'S PROPERTY OFF OF THE RIGHT-OF-WAY: THIS SHALL BE SUBSIDIARY TO "REMOVAL OF EXISTING STRUCTURES".

SPECIAL PROVISIONS
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EDITION OF 2015

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	TITLE
2	TYPICAL GRADING SECTION
3	PLAN AND PROFILE
4	DITCH LINING
5-15	BRIDGE 0958-0900 DETAIL SHEETS
16	BRIDGE EXCAVATION
17	SUPPORTS AND SPACERS FOR REINFORCING STEEL
18	SUMMARY OF QUANTITIES
19	SUMMARY OF QUANTITIES (SURFACING)
20-29	TEMPORARY EROSION & POLLUTION CONTROL
30	SEEDING
31-36	TRAFFIC CONTROL
37-38	CROSS SECTIONS

SPECIAL PROVISIONS
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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
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EDITION OF 2015

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
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EDITION OF 2015

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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
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EDITION OF 2015

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
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EDITION OF 2015

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(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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.

SECTION 401

GENERAL CONCRETE

401.1 DESCRIPTION

Provide the grades of concrete specified in the Contract Documents.
See **SECTION 402** for specific requirements for Structural Concrete.
See **SECTION 403** for specific requirements for On Grade Concrete.
See **SECTION 404** for specific requirements for Prestressed Concrete.

401.2 MATERIALS

Provide materials that comply with the applicable requirements.

Aggregate.....	DIVISION 1100
Admixtures and Plasticizers	DIVISION 1400
Grade 2 Calcium Chloride.....	DIVISION 1700
Cement, Fly Ash, Silica Fume, Slag Cement and Blended Supplemental Cementitious.. ..	DIVISION 2000
Water	DIVISION 2400

ADD THE FOLLOWING -

401.25 CONCRETE USED ON DOUGLAS COUNTY PROJECTS

a. ALL CONCRETE USED ON DOUGLAS COUNTY PROJECTS MUST BE PREVIOUSLY APPROVED BY KDOT (SECTION 401 – LATEST EDITION) FOR A SIMILAR PROJECT OR USE, AND HAVE AN ASSIGNED KDOT MIX DESIGN NUMBER.

b. ALL MIX DESIGN SUBMITTALS SHALL BE FILLED OUT ON KDOT FORM 694 AND ALL REQUIRED ATTACHMENTS WITH DOUGLAS COUNTY PROJECT AND BID NUMBERS ALONG WITH THE KDOT MIX DESIGN NUMBER.

401.3 CONCRETE MIX DESIGN

a. **General.** Design the concrete mixes specified in the Contract Documents.

Do not place any concrete on the project until the Engineer approves the concrete mix designs. Once the Engineer approves the concrete mix design, do not make changes without the Engineer's approval.

Take full responsibility for the actual proportions of the concrete mix, even if the Engineer assists in the design of the concrete mix.

Provide aggregate gradations that comply with **DIVISION 1100** and Contract Documents.

If desired, contact the DME for available information to help determine approximate proportions to produce concrete having the required characteristics on the project.

Submit all concrete mix designs to the Engineer for review and approval. Submit completed volumetric mix designs on KDOT Form No. 694 and all required attachments at least 60 days prior to placement of concrete on the project. The Engineer will provide an initial review of the design within 5 business days following submittal.

Include the following with the mix design data:

(1) Test data.

(a) Test data from KT-73 tested at 28 days, KT-79 tested at 28 days **or** AASHTO T-277 tested at 56 days for all bridge overlays, Moderate Permeability Concrete, and any project with over 250 cubic yards of concrete (this includes structural concrete, on grade concrete etc.). Provide the test data for each mix, tested at the highest paste content (cementitious and water) that meets **subsection 401.3h**. Submit accelerated cure procedures for the Engineer's approval. The field verification test procedure must be the same test procedure as the mix design approval test.

(b) Test data from ASTM C 1567 for field blended cements meeting **subsection 401.3d.(6)** for all concrete utilizing all actual materials proposed for use on the project at designated percentages.

(2) Single point grading for the combined aggregates along with a plus/minus tolerance for each sieve. Use plus/minus tolerances to perform quality control checks and by the Engineer to perform aggregate grading verification testing. The tests may be performed on the combined materials or on individual aggregates, and then theoretically combined to determine compliance.

(3) Laboratory 28 day compressive strength test results on a minimum of 1 set of 3 cylinders produced from the mix design with the highest water to cementitious ratio for the project, utilizing all actual materials proposed for use on the project at designated percentages.

(4) Historical mix production data for the plant producing concrete for the project to substantiate the standard deviation selected for use in **subsection 401.3b**.

(5) Necessary materials to enable the Engineer to test the mix properties and Surface Resistivity, if applicable.

After initial review, the Engineer will perform any testing necessary to verify the design. This may include a 3 cubic yard test batch at the producing plant.

Mix designs will remain approved when verification testing for strength and permeability conducted within the last 12 months indicate continued compliance with the specifications and percentages of constituents including aggregate and cementitious materials and product, type and supplier of admixtures remain the same. Test results on the same mix from other sources are acceptable. Provide ASTM C 1567 results on an annual basis if the mix includes supplemental cementitious materials (SCM).

Improvements in concrete strength, workability, durability and permeability are possible if the combined aggregate grading is optimized. Procedures found in ACI 302.1 or other mix design techniques, approved by the Engineer, are acceptable in optimizing the mix design.

A water-reducing admixture for improving workability may be required. Adjust the designated slump accordingly.

With the exception of concrete for pavement as shown in **SECTION 403**, use the middle of the specified air content range of $6\frac{1}{2} \pm 1.5\%$ for the design of air entrained concrete.

Maximum air content is 10%. Take immediate steps to reduce the air content whenever the air content exceeds 8%.

Determine air content by KT-19 (Volumetric Method). A regularly calibrated KT-18 (Pressure Method) meter may be used for production with random verification by the Volumetric Method. See KT-19 for special requirements when using the Volumetric Method with high cementitious concretes or mixtures with midrange water reducers or plasticizers.

Delay the commencement of tests from 4 to 4½ minutes after the sample has been taken from a continuous mixer. If a batch type mixer is used, take the tests at the point of placement and begin testing immediately.

b. Concrete Mix Design Based On Previous Data. Provide concrete mix designs based on previous 28-day compressive strength test data from similar concrete mixtures. Similar mixtures are within 1000 psi of the specified 28-day compressive strength, and are produced with the same type and sources of cementitious materials, admixtures and aggregates.

Consider sand sources the same, provided they are not more than 25 miles apart on the same river and no tributaries enter the river between the 2 points. Consider crushed locations similar if they are mined in one continuous operation, and there is no significant change in geology. Mixes that have changes of more than 10% in proportions of cementitious materials, aggregates or water content are not considered similar.

Air entrained mixes are not considered similar to non-air entrained mixes.

Mixes tested with admixtures are not the same as mixes tested without those admixtures.

Test data should represent at least 30 separate batches of the mix. One set of data is the average of at least 2 cylinders from the batch. The data shall represent a minimum of 45 days of production within the past 12 months.

Do not include data over 1 year old. When fewer than 30 data sets are available, the standard deviation of the data must be corrected to compensate for the fewer data points.

Provide a concrete mix design that will permit no more than 5% of the 28-day compressive strength tests to fall below the specified 28-day compressive strength (f'_c) based on equation A, and no more than 1% of the 28-day compressive strength tests to fall below the specified 28-day compressive strength (f'_c) by more than 500 psi based on equation B.

Equation A: $f'_{cr} = f'_c + 1.62 \cdot k \cdot s$

Equation B: $f'_{cr} = (f'_c - 500) + 2.24 \cdot k \cdot s$

Where: f'_{cr} = average 28-day compressive strength required to meet the above criteria.

f'_c = specified 28-day compressive strength

s = standard deviation of test data

k = constant based on number of data points

n = number of data points

$k = 1.3 - n / 100$, where $15 < n < 30$

$k = 1$, where $n > 30$

Provide a concrete mix design that has an average compressive strength that is equal to the larger of Equation A or Equation B. Submit all supporting test data with the mix design.

All other concrete mix designs.

For concrete mixes that have fewer than 15 data points, or if no statistical data is available, use Equations A and B to calculate f'_{cr} using the following values.

$s = 20\%$ of the specified 28-day compressive strength (f'_c)

$k = 1$

c. Portland Cement and Blended Hydraulic Cement. Unless specified otherwise in the Contract Documents, select the type of portland cement or blended hydraulic cement according to **TABLE 401-1**.

Design concrete with a maximum water to cementitious ratio of 0.50 and minimum cementitious content of 480 lbs per cubic yard except for concrete for pavement and shoulders.

TABLE 401-1: PORTLAND CEMENT & BLENDED HYDRAULIC CEMENT	
Concrete for:	Type of Cement Allowed
On Grade Concrete	Type IP(x) Portland-Pozzolan Cement Type IS(x) Portland- Slag Cement Type IT(Ax)(By) Ternary Blended Cement Type II Portland Cement
All Concrete other than On Grade Concrete.	Type I Portland Cement Type IP(x) Portland-Pozzolan Cement Type IS(x) Portland- Slag Cement Type IT(Ax)(By) Ternary Blended Cement Type II Portland Cement
High Early Strength Concrete	Type III Portland Cement Type I, IP(x), IS(x), IT(Ax)(By), or II Cement may be used if strength and time requirements are met.

d. Blended Cement Concrete. When approved by the Engineer, the concrete mix design may include SCMs such as fly ash, slag cement, silica fume or blended SCM from an approved source as a partial replacement for portland cement or blended hydraulic cement. Obtain the Engineer's approval before substituting SCMs for Type III cement. Changes in SCM or cement will require a new mix design approval.

(1) Cements meeting **SECTION 2001** are not field blended cements.

(2) Cements with SCMs added at the concrete mixing plant are field blended cements.

(3) Supplementary materials can be combined with cement to create field blended cements.

Do not exceed allowable substitution rates noted in **TABLE 401-2**. Substitute 1 pound of SCM for 1 pound of cement.

(4) SCMs in prequalified cements are to be included in the total combined substitution rate.

TABLE 401-2: ALLOWABLE SUBSTITUTION RATE FOR SUPPLEMENTARY CEMENTITIOUS MATERIAL.	
Material	Substitution Rate*
Slag Cement	40% Maximum
Fly Ash	25% Maximum
Blended SCM	25% Maximum
Silica Fume	5% Max
Total Combined	50%

* Total Substitution Rate includes material in preblended cements and blended SCMs.

(5) Design field blended cement concrete meeting the applicable requirements for Volume of Permeable Voids, Surface Resistivity, or Rapid Chloride Permeability using the parameters described in **subsection 401.3a**.

(6) For field blended cementitious material provide mortar expansion test results from ASTM C 1567 using the project's mix design concrete materials at their designated percentages. Provide a mix with a maximum expansion of 0.10 % at 16 days after casting.

ASTM C 1567 is not necessary for concrete modified with **only** silica fume.

When used, add silica fume with other cementitious materials during batching procedures. If the silica fume cannot be added to the cementitious materials, add the loose silica fume to the bottom of the stationary drum that is wet, but has no standing water, before adding the dry materials. The Engineer may approve shreddable bags on a performance basis, only when a central batch mixing process is used. If so, add the bags to half of the mixing water and mix before adding cementitious materials, aggregate and remainder of water.

Mix silica fume modified concrete for a minimum of 100 mixing revolutions.

(7) Submit complete mix design data including proportions and sources of all mix ingredients, and the results of strength tests representing the mixes proposed for use. The strength data may come from previous KDOT project records or from a laboratory regularly inspected by Cement and Concrete Reference Laboratory (CCRL), and shall equal or exceed the strength requirements for the Grade specified in the Contract Documents as determined by **subsection 401.3b**. Perform compressive strength tests according to KT-76.

e. Strength. Design concrete to meet **TABLE 401-3**.

TABLE 401-3: CONCRETE STRENGTH REQUIREMENTS	
Specified 28 Day Compressive Strengths, minimum, psi <i>f'</i>c	
Grade of Concrete:	Non Air Entrained/Air Entrained Concrete
Grade 7.0	7,000
Grade 6.0	6,000
Grade 5.0	5,000
Grade 4.5	4,500
Grade 4.0	4,000
Grade 3.5	3,500
Grade 3.0	3,000
Grade 2.5	2,500

f. High Early Strength Concrete. Design the high early strength concrete mix to comply with strength and time requirements specified in the Contract Documents.

Unless otherwise specified, design high early strength concrete for pavement at a minimum of 1 of the Contractor's standard deviations above 2400 psi (cylinders) at 24 hours.

Submit complete mix design data including proportions and sources of all mix ingredients, and the results of time and strength tests representing the mixes proposed for use. The strength and time data may come from previous KDOT project records or from an independent laboratory, and shall equal or exceed the strength and time requirements listed in the Contract Documents.

g. Slump. Designate a slump for each concrete mix design that is required for satisfactory placement of the concrete application not to exceed 5 inches except where controlled by maximum allowable slumps stated in **SECTIONS 402, 403 and 404**. Reject concrete with a slump that limits the workability or placement of the concrete.

h. Permeability. Except for Structural Concrete as shown in **SECTION 402**, supply a concrete with either a maximum 28 day Volume of Permeable Voids of 12.0% as per KT-73, a minimum 28 day surface resistivity of 9.0 k Ω -cm as per KT-79, or a maximum 56 day Rapid Chloride Permeability of 3,000 Coulombs as per AASHTO T-277. The field verification test procedure must be the same test procedure as the mix design approval test.

i. Admixtures for Acceleration, Air-Entraining, Plasticizing, Set Retardation and Water Reduction. Verify that the admixtures used are compatible and will work as intended without detrimental effects. Use the dosages recommended by the admixture manufacturers. Incorporate and mix the admixtures into the concrete mixtures according to the manufacturer's recommendations. Determine the quantity of each admixture for the concrete mix design. The Engineer will allow minor adjustments to the dose rate of admixtures to compensate for environmental changes during placement without a new concrete mix design or trial batch.

Redosing is permitted to control slump or air content in the field, when approved by the Engineer, time and temperature limits are not exceeded, and at least 30 mixing revolutions remain before redosing. Redose according to manufacturer's recommendations.

If another admixture is added to an air-entrained concrete mixture, determine if it is necessary to adjust the air-entraining admixture dosage to maintain the specified air content.

(1) Accelerating Admixture. When specified in the Contract Documents, or in situations that involve contact with reinforcing steel and require early strength development to expedite opening to traffic, a non-chloride accelerator may be approved. The Engineer may approve the use of a Type C or E accelerating admixture. A Grade 2 calcium chloride accelerator may be used when patching an existing pavement more than 10 years old.

Add the calcium chloride by solution (the solution is considered part of the mixing water).

- For a minimum cure of 4 hours at 60°F or above, use 2% (by dry weight of cement) calcium chloride.
- For a minimum cure of 6 hours at 60°F or above, use 1% (by dry weight of cement) calcium chloride.

(2) Air-Entraining Admixture. When specified, use an air-entraining admixture in the concrete mixture.

(3) Water-Reducers and Set-Retarders. If unfavorable weather or other conditions adversely affect the placing and finishing properties of the concrete mix, the Engineer may allow the use of water-reducers and set-retarders. Verify that the admixtures will work as intended without detrimental effects. If the Engineer approves the use of water-reducers and set-retarders, their continued use depends on their performance. If at any point, a water-reducer is used to produce a slump equal to or greater than 7 ½ inches, comply with **subsection 401.3g**.

(4) Plasticizer Admixture. A plasticizer is defined as an admixture that produces flowing concrete, without further addition of water, and/or retards the setting of concrete. Flowing concrete is defined as having a slump equal to or greater than 7 ½ inches while maintaining a cohesive nature.

Include a batching sequence in the concrete mix design. Consider the location of the concrete plant in relation to the job site, and identify when and at what location the water reducer or plasticizer is added to the concrete mixture.

Manufacturers of plasticizers may recommend mixing revolutions beyond the limits specified in **subsection 401.8**. If necessary, address the additional mixing revolutions in the concrete mix design. The Engineer may allow up to 60 additional revolutions when plasticizers are designated in the mix design.

Before the concrete mixture with a slump equal to or greater than 7 ½ inches is used on the project, conduct tests on at least 1 full trial batch of the concrete mix design in the presence of the Engineer to determine the adequacy of the dosage and the batching sequence of the plasticizer to obtain the desired properties. Determine the air content of the trial batch both before and after the addition of the plasticizer. Monitor the slump, air content, temperature and workability at regular intervals of the time period from when the plasticizer is added until the estimated time of completed placement. At the discretion of the Engineer, if all the properties of the trial batch remain within the specified limits, the trial batch may be used in the project.

Do not add water after plasticizer is added to the concrete mixture.

401.4 REQUIREMENTS FOR COMBINED MATERIALS

a. Measurements for Proportioning Materials.

(1) Cement. Measure cement as packed by the manufacturer. A sack of cement is considered as 0.04 cubic yards weighing 94 pounds net. Measure bulk cement by weight. In either case, the measurement must be accurate to within 0.5% throughout the range of use.

(2) Supplemental Cementitious Materials. Supplemental cementitious materials proportioning and batching equipment is subject to the same controls as required for cement. Provide positive cut off with no leakage from the cut off valve. Cementitious materials may be weighed accumulatively with the cement or separately. If weighed accumulatively, weigh the cement first.

(3) Water. Measure the mixing water by weight or by volume accurate to within 1% throughout the range of use.

(4) Aggregates. Measure the aggregates by weight, accurate to within 0.5% throughout the range of use.

(5) Admixtures. Measure liquid admixtures by weight or volume, accurate to within 3% of the quantity required. If liquid admixtures are used in small quantities in proportion to the cement as in the case of air-entraining agents, use readily adjustable mechanical dispensing equipment capable of being set to deliver the required quantity and to cut off the flow automatically when this quantity is discharged.

b. Testing of Aggregates.

(1) Production of On Grade Concrete Aggregate (OGCA). If OGCA is required, notify the Engineer in writing at least 2 weeks in advance of producing the aggregate. Include the source of the aggregate and the date production will begin. Failure to notify the Engineer, as required, may result in rejection of the aggregate for use as OGCA. Maintain separate stockpiles for OGCA at the quarry and at the batch site and identify them accordingly.

(2) Testing Aggregates at the Batch Site. Provide the Engineer with reasonable facilities at the batch site for obtaining samples of the aggregates. Provide adequate and safe laboratory facilities at the batch site allowing the Engineer to test the aggregates for compliance with the specified requirements.

KDOT will sample and test aggregates from each source to determine their compliance with specifications. Do not batch the concrete mixture until the Engineer has determined that the aggregates comply with the specifications. KDOT will conduct sampling at the batching site, and test samples according to the Sampling and Testing Frequency Chart in Part V. For QC/QA contracts, establish testing intervals within the specified minimum frequency.

After initial testing is complete, and the Engineer has determined that the aggregate process control is satisfactory, use the aggregates concurrently with sampling and testing as long as tests verify compliance with specifications. When batching, sample the aggregates as near the point of batching as feasible. Sample from the stream as the storage bins or weigh hoppers are loaded. If samples cannot be taken from the stream, take them from approved stockpiles, or use a template and sample from the conveyor belt. If test results indicate an aggregate does not comply with specifications, cease concrete production using that aggregate. Unless a tested and approved stockpile for that aggregate is available at the batch plant, do not use any additional aggregate from that source and specified grading until subsequent testing of that aggregate indicate compliance with specifications. When tests are completed and the Engineer is satisfied that process control is satisfactory, production of concrete using aggregates tested concurrently with production may resume.

c. Handling of Materials.

(1) Approved stockpiles are permitted only at the batch plant and only for small concrete placements or for maintaining concrete production. Mark the approved stockpile with an "Approved Materials" sign. Provide a suitable stockpile area at the batch plant so that aggregates are stored without detrimental segregation or contamination. At the plant, limit stockpiles of tested and approved coarse, fine and intermediate aggregate to 250 tons each, unless approved for more by the Engineer. If mixed aggregate is used, limit the approved stockpile to 500 tons, the size of each being proportional to the amount of each aggregate to be used in the mix.

Load aggregates into the mixer such that no material foreign to the concrete or material capable of changing the desired proportions is included.

(2) Segregation. Do not use segregated aggregates. Previously segregated materials may be thoroughly re-mixed and used when representative samples taken anywhere in the stockpile indicated a uniform gradation exists.

(3) Cement and Supplemental Cementitious. Protect cement and supplemental cementitious materials in storage or stockpiled on the site from any damage by climatic conditions which would change the characteristics or usability of the material.

(4) Moisture. Provide aggregate with a moisture content of $\pm 0.5\%$ from the average of that day. If the moisture content in the aggregate varies by more than the above tolerance, take whatever corrective measures are necessary to bring the moisture to a constant and uniform consistency before placing concrete. This may be accomplished by handling or manipulating the stockpiles to reduce the moisture content, or by adding moisture to the stockpiles in a manner producing uniform moisture content through all portions of the stockpile.

For plants equipped with an approved accurate moisture-determining device capable of determining the free moisture in the aggregates, and provisions made for batch to batch correction of the amount of water and the weight of aggregates added, the requirements relative to manipulating the stockpiles for moisture control will be waived. Any procedure used will not relieve the producer of the responsibility for delivering concrete of uniform slump within the limits specified.

(5) Separation of Materials in Tested and Approved Stockpiles. Only use KDOT Approved Materials. Provide separate means for storing materials approved by KDOT. If the producer elects to use KDOT Approved Materials for non-KDOT work, during the progress of a project requiring KDOT Approved Materials, inform the Engineer and agree to pay all costs for additional material testing.

Clean all conveyors, bins and hoppers of any unapproved materials before beginning the manufacture of concrete for KDOT work.

401.5 MORTAR AND GROUT

a. General. Follow the proportioning requirements in **subsection 401.5b. and c.** for mortar and grout unless otherwise specified in the Contract Documents, including altering the proportions when a minimum strength is specified.

b. Mortar. Mortar is defined as a mixture of cementitious materials, FA-M aggregate and water, which may contain admixtures, and is typically used to minimize erosion between large stones or to bond masonry units.

Proportion mortar for laying stone for stone rip-rap, slope protection, stone ditch lining or pavement patching at 1 part of portland cement and 3 parts of FA-M aggregate by volume with sufficient water to make a workable and plastic mix.

Proportion mortar for laying brick, concrete blocks or stone masonry at $\frac{1}{2}$ part masonry cement, $\frac{1}{2}$ part portland cement and 3 parts FA-M aggregate, either commercially produced masonry sand or FA-M, by volume with sufficient water to make a workable and plastic mix.

Do not use air-entraining agents in mortar for masonry work.

The Engineer may visually accept the sand used for mortar. The Engineer may visually accept any recognized brand of portland cement or masonry cement that is free of lumps.

c. Grout. Grout is defined as a mixture of cementitious materials with or without aggregate or admixtures to which sufficient water is added to produce a pouring or pumping consistency without segregation of the constituent materials and meeting the applicable specifications.

401.6 COMMERCIAL GRADE CONCRETE

If the Contract Documents allow the use of commercial grade concrete for designated items, then use a commercial grade mixture from a ready mix plant approved by the Engineer.

The Engineer must approve the commercial grade concrete mixture. Approval of the commercial grade mixture is based on these conditions:

- All materials are those normally used for the production and sale of concrete in the vicinity of the project.
- The mixture produced is that normally used for the production and sale of concrete in the vicinity of the project.
- The mixture produced contains a minimum cementitious content of 6 sacks (564 lbs) of cementitious material per cubic yard of concrete.
- The water-cementitious ratio is as designated by the Engineer. The maximum water-cementitious ratio permitted may not exceed 0.50 pounds of water per pound of cementitious material including free water in the aggregate.
- Type I, II, III, IP, IS or IT cement may be used unless otherwise designated. Fly ash, slag cement and blended supplemental materials may be substituted for the required minimum cement content as specified in **subsection 401.3**. No additives other than air entraining agent will be allowed. The Contractor will not be required to furnish the results of strength tests when submitting mix design data to the Engineer.
- In lieu of the above, approved mix designs (including optimized) for all other grades of concrete, Grade 3.0 or above, are allowable for use as commercial grade concrete, at no additional cost to KDOT.

Exercise good engineering judgment in determining what equipment is used in proportioning, mixing, transporting, placing, consolidating and finishing the concrete. Construct the items with the best current industry practices and techniques.

Before unloading at the site, provide a delivery ticket for each load of concrete containing the following information:

- Name and location of the plant.
- Time of batching concrete.
- Mix proportions of concrete (or a mix designation approved by the Engineer).
- Number of cubic yards of concrete batched.

Cure the various items placed, as shown in **DIVISION 700**.

The Engineer may test commercial grade concrete by molding sets of 3 cylinders. This is for informational purposes only. No slump or unit weight tests are required.

401.7 CERTIFIED CONCRETE

If KDOT inspection forces are not available on a temporary basis, the Engineer may authorize the use of concrete from approved concrete plants. Approval for this operation is based on certification of the plant and plant personnel, according to KDOT standards. KDOT's approval may be withdrawn any time that certification procedures are not followed. Contact the DME for additional information.

The Engineer will not authorize the use of certified concrete for major structures such as bridges, RCB box bridges, RCB culverts, permanent main line and ramp pavement or other structurally, critical items.

Each load of certified concrete must be accompanied by a ticket listing mix proportions, time of batching and setting on revolution counter, total mixing revolutions and must be signed by certified plant personnel.

401.8 MIXING, DELIVERY AND PLACEMENT LIMITATIONS

a. Concrete Batching, Mixing and Delivery. Batch and mix the concrete in a central mix plant, in a truck mixer or in a drum mixer at the work site. Provide plant capacity and delivery capacity sufficient to maintain continuous delivery at the rate required. The delivery rate of concrete during concreting operations must provide for the proper handling, placing and finishing of the concrete.

Seek the Engineer's approval of the concrete plant/batch site before any concrete is produced for the project. The Engineer will inspect the equipment, the method of storing and handling of materials, the production procedures and the transportation and rate of delivery of concrete from the plant to the point of use. The Engineer will grant approval of the concrete plant/batch site based on compliance with the specified requirements. The Engineer may, at any time, rescind permission to use concrete from a previously approved concrete plant/batch site upon failure to comply with the specified requirements.

Clean the mixing drum before it is charged with the concrete mixture. Charge the batch into the mixing drum such that a portion of the water is in the drum before the aggregates and cementitious material. Uniformly flow materials into the drum throughout the batching operation. All mixing water must be in the drum by the end of the first 15 seconds of the mixing cycle. Keep the throat of the drum free of accumulations restricting the flow of materials into the drum.

Do not exceed the rated capacity (cubic yards shown on the manufacturer's plate on the mixer) of the mixer when batching the concrete. The Engineer may allow an overload of up to 10% above the rated capacity for central mix plants and drum mixers at the work site, provided the concrete test data for strength, segregation and uniform consistency are satisfactory, and no concrete is spilled during the mixing cycle.

Operate the mixing drum at the speed specified by the mixer's manufacturer (shown on the manufacturer's plate on the mixer).

Mixing time is measured from the time all materials, except water, are in the drum. If it is necessary to increase the mixing time to obtain the specified percent of air in air-entrained concrete, the Engineer will determine the mixing time.

If the concrete is mixed in a central mix plant or a drum mixer at the work site, mix the batch between 1 to 5 minutes at mixing speed. Do not exceed the maximum total 60 mixing revolutions. Mixing time begins after all materials, except water, are in the drum, and ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. Mix time may be reduced for plants utilizing high performance mixing drums provided thoroughly mixed and uniform concrete is being produced with the proposed mix time. Performance of the plant must conform to Table A1.1 of ASTM C 94, Standard Specification for Ready Mixed Concrete. Five of the 6 tests listed in Table A1.1 must be within the limits of the specification to indicate that uniform concrete is being produced.

If the concrete is mixed in a truck mixer, mix the batch between 70 and 100 revolutions of the drum or blades at mixing speed. After the mixing is completed, set the truck mixer drum at agitating speed. Unless the mixing unit is equipped with an accurate device indicating and controlling the number of revolutions at mixing speed, perform the mixing at the batch plant and operate the mixing unit at agitating speed while travelling from the plant to the work site. Do not exceed 300 total revolutions (mixing and agitating). An additional 60 mixing revolutions may be allowed by the Engineer when plasticizers are designated in the mix design.

If a truck mixer or truck agitator is used to transport concrete that was completely mixed in a stationary central mixer, agitate the concrete while transporting at the agitating speed specified by the manufacturer of the equipment (shown on the manufacturer's plate on the equipment). Do not exceed 200 total revolutions (additional re-mixing and agitating).

Provide a batch slip including batch weights of every constituent of the concrete and time for each batch of concrete delivered at the work site, issued at the batching plant that bears the time of charging of the mixer drum with cementitious materials and aggregates. Include quantities, type, product name and manufacturer of all admixtures on the batch ticket.

On paving projects and other high volume work, the Engineer will evaluate the haul time, and whether tickets will be collected for every load. Thereafter, random checks of the loads will be made. Maintain all batch tickets when not collected.

When non-agitating equipment is used for transportation of concrete, place within 30 minutes of adding the cement to the water. Provide approved covers for protection against the weather when required by the Engineer.

When agitating equipment is used for transportation of the concrete, place concrete within the time and temperature conditions shown in **TABLE 401-5**.

TABLE 401-5: AMBIENT AIR TEMPERATURE AND AGITATED CONCRETE PLACEMENT TIME		
T = Ambient Air Temperature at Time of Batching (°F)	Time limit agitated concrete must be placed within, after the addition of cement to water (hours)	Admixtures
$T < 75$	1 ½	None
$75 \leq T$	1	None
$75 \leq T < 90$	1 ½	Set Retarder

In all cases, if the concrete temperature at time of placement is 90°F or above, or under conditions contributing to quick stiffening of the concrete, place the concrete within 45 minutes of adding the cement to the water. Do not use concrete that has developed its initial set. Regardless of the speed of delivery and placement, the Engineer will suspend the concreting operations until corrective measures are taken, if there is evidence that the concrete cannot be adequately consolidated.

Weather conditions and the use of admixtures can affect the set times for the concrete. Do not use the time limits and total revolutions as the sole criterion for rejection of concrete. Exceed the time limits and total revolutions only after demonstrating that the properties of the concrete can be improved. Evaluation of the consistency and workability should be taken into consideration. Reject concrete that cannot be adequately consolidated.

Adding water to concrete after the initial mixing is prohibited, with this exception:

If the concrete is delivered to the work site in a truck mixer, the Engineer will allow water (up to 2 gallons per cubic yard) be withheld from the mixture at the batch site, and if needed, added at the work site to adjust the slump to the specified requirements. Determine the need for additional water as soon as the load arrives at the construction site. Use a calibrated water-measuring device to add the water, and add the water to the entire load. Do not add more water than was withheld at the batch site. After the additional water is added, turn the drum or blades an additional 20 to 30 revolutions at mixing speed. The Engineer will supervise the adding of water to the load, and will allow this procedure only once per load. Conduct all testing for acceptance and produce any required cylinders after all water or admixtures have been added.

Do not add water at the work site if the slump is within the designated slump tolerance, even if water was withheld.

Do not add water at the work site if the percent air is above 8%, regardless of the slump, even if water was withheld.

Do not withhold and add water if plasticizer is added to the concrete mixture at the batch site.

If at any time during the placement of concrete it is determined that redosing with water is adversely affecting the properties of the concrete, the concrete will be rejected and the Engineer will suspend the practice.

b. Placement Limitations.

(1) Placing Concrete at Night. Do not mix, place or finish concrete without sufficient natural light, unless an adequate, artificial lighting system approved by the Engineer is provided.

(2) Placing Concrete in Cold Weather. Unless authorized by the Engineer, discontinue mixing and concreting operations when the descending ambient air temperature reaches 40°F. Do not begin concreting operations until an ascending ambient air temperature reaches 35°F and is expected to exceed 40°F.

If the Engineer permits placing concrete during cold weather, aggregates may be heated by either steam or dry heat system before placing them in the mixer. Use an apparatus that heats the mass uniformly and is so arranged as to preclude the possible occurrence of overheated areas which might injure the materials. Do not heat aggregates directly by gas or oil flame or on sheet metal over fire. Aggregates that are heated in bins, by steam-coil or water-coil heating, or by other methods not detrimental to the aggregates may be used. The use of live steam on or through binned aggregates is prohibited. Unless otherwise authorized, maintain the temperature of the mixed concrete between 50 to 90°F at the time of placing. Do not, under any circumstances, continue concrete operations if the ambient air temperature is less than 20°F.

If the ambient air temperature is 35°F or less at the time the concrete is placed, the Engineer may require that the water and the aggregates be heated to between 70 and 150°F.

Do not place concrete on frozen subgrade or use frozen aggregates in the concrete.

Make adjustments for potential longer set time and slower strength gain for concrete with SCMs. Adjust minimum time requirements as stated in **SECTION 710** for concrete used in structures. For concrete paving, be aware of the effect that the use of SCMs (except silica fume) may have on the statistics and moving averages.

401.9 INSPECTION AND TESTING

Unless otherwise designated in the Contract Documents or by the Engineer, obtain samples of fresh concrete for the determination of slump, weight per cubic yard and percent of air from the final point of placement.

The Engineer will cast, store and test strength test specimens in sets of 3.

KDOT will conduct the sampling and test the samples according to **DIVISION 2500** and the Sampling and Testing Frequency Chart in Part V. For QC/QA contracts, establish testing intervals within the specified minimum frequency.

The Engineer will reject concrete that does not comply with specified requirements.

The Engineer will permit occasional deviations below the specified cementitious content, if it is due to the air content of the concrete exceeding the designated air content, but only up to the maximum tolerance in the air content.

Continuous operation below the specified cementitious content for any reason is prohibited.

As the work progresses, the Engineer reserves the right to require the Contractor to change the proportions if conditions warrant such changes to produce a satisfactory mix. Any such changes may be made within the limits of the specifications at no additional compensation to the Contractor.

APPENDIX A – NON-MANDATORY INFORMATION

GENERAL CONCRETE

Design general concrete according to **TABLE 401-A1** meeting the applicable requirements for Volume of Permeable Voids, Surface Resistivity, or Rapid Chloride Permeability as required in **subsection 401.3h**.

TABLE 401-A1: GENERAL CONCRETE		
Grade of Concrete	lb. of Cementitious per yd of Concrete, minimum	lb. of Water per lb. of Cementitious, maximum
Grade 7.0(**): MA Gradation	700	0.35
Grade 6.0(**): MA Gradation	650	0.35
Grade 5.0(**): MA Gradation	602	0.35
Grade 4.5(**): MA Gradation	602	0.40
Grade 4.0(**): MA Gradation	602	0.44
Grade 3.5 and 3.0(**): MA Gradation	564	0.46
Grade 2.5(**): MA Gradation	526	0.50

General Concrete (*) (**)

*Grade as specified in the Contract Documents

Air Entrained meeting **subsection 401.3a.

Air entrained concrete with a target air of 6.5 ± 1.5 percent.

Maximum water to cementitious ratio of 0.50 and a minimum cementitious content of 480 lbs per cubic yard. Maximum limit of lb. of water per lb. of cementitious material includes free water in aggregates, but excludes water of absorption of the aggregates.

APPENDIX B – NON-MANDATORY INFORMATION

SUGGESTED GUIDELINES FOR MEETING KDOT'S PERMEABILITY SPECIFICATIONS

General:

Water and chlorides permeate through the mortar and paste of the concrete mixes. They do not readily permeate through the larger aggregates. Permeability can be improved by decreasing the mortar and paste of the concrete mix and increasing the coarse aggregate portions.

The use of optimized mix designs, blended cements, and/or supplementary cementitious materials (SCMs) can reduce the permeability of concrete. **SECTIONS 1102 and 1116, Aggregates for Concrete** describes optimized aggregate gradations for concrete mixes. Additional testing for alkali silica reaction (ASR) is required when SCMs are used in concrete as per **SECTION 401**. The amount of SCMs required to pass the ASR testing may be different than the amount required to comply with the permeability specifications. SCMs may also lower the necessary water cement (w/c) ratio and may slow set times and strength gain.

Optimizing the coarse aggregate gradations can decrease permeability. This includes mixes with more than 60% retained on the # 8 sieve and gradations with fineness modulus above 4.75. A fineness modulus of over 5.0 can yield even better results. Use the largest practical nominal maximum size aggregate allowed.

In general, keeping the w/c ratio below 0.43 may help meet the permeability specifications, as may lower cementitious content mixes when using Type I/II cements. These two properties control the paste in the mix. Concrete mixes with less than 25% paste (as displayed on KDOT Form 694) are more likely to pass the permeability specifications. Acceptable concrete can be mixed with paste contents of 23% or lower. Water cement ratios below 0.39 often do not provide enough water for all constituents to properly react, especially when admixtures are used, and may be counterproductive. High early strength concrete mixes using Type III cement and higher cementitious contents have also been able to pass the Standard Permeability requirements because of their low w/c ratios.

In general, the use of water reducers is helpful in reducing the paste content. Material compatibilities, following the admixture suppliers' recommendations for dosage rates, and the order of introduction of the chemicals into the mix are paramount to meeting KDOT specifications. Contractors should work with their admixture suppliers to find an admixture that works well with their combination of materials.

Changes made to an approved mix design will change the permeability, especially additional water, or redosing water that was withheld from the mix at a concrete plant. It is also recommended that concrete producers verify their mixes with a minimum of 3 cubic yards after doing their laboratory mix designs.

Standard Permeability Concrete (SPC) Requirements:

Volume of Permeable Voids 12.0% max, or
Surface Resistivity 9.0 k Ω -cm min, or
RCPT 3000 Coulombs max.

The SPC requirements may be met without the use of optimized mix designs, blended cements or SCMs.

With certain aggregates, 25% slag cement will be required to pass the ASR testing. With other aggregates, a minimum of 30% slag cement by weight of total cementitious materials is usually needed. Some fly ashes require a minimum of 18% to 20% of the total cementitious material to pass the ASR test. Class C fly ash will react differently than Class F fly ash.

Some people believe that lower absorption aggregates have a better chance of meeting the permeability specification, but higher absorption aggregates have been used in concrete mixes utilizing these guidelines and have met the SPC specifications. KDOT has found that the properties of the concrete are often more important than the absorption of the aggregate when meeting this specification.

Moderate Permeability Concrete (MPC) Requirements:

Volume of Permeable Voids 11.0% max, or
Surface Resistivity 13.0 k Ω -cm min, or
RCPT 2000 Coulombs max.

Concrete mixes for MPC will require aggregates with a minimum Soundness of 0.95, a maximum LA Wear of 40, and a minimum Acid Insoluble Residue of 85%. These aggregates, by nature, are harder aggregates with very low absorption. MPC may rely more heavily on optimized gradations, blended cements or SCMs in order to meet the specification. Consideration could be given to ternary blends of cementitious materials, using more than one SCM, or combining a blended cement with an additional SCM. Combinations of 25% to 30% slag cement with as little as 10% to 25% Class C fly ash have been very effective in keeping permeabilities below the level required for MPC. Incorporation of 20% Class F Fly Ash will often satisfy the requirements of the MPC specification.

Low Permeability Concrete (LPC) Requirements:

Volume of Permeable Voids 9.5% max, or
Surface Resistivity 27.0 k Ω -cm min, or
RCPT 1000 Coulombs max.

LPC will also use harder aggregates with very low absorption. These mixes must be optimized with the MA-6 gradation. Mix designs with 5% silica fume and 95% Type I/II cement often meet the LPC requirements. These mixes have traditionally been known as silica fume concrete. Ternary mix designs are useful in meeting these requirements. Consider using 3% to 5% silica fume with 25% to 30% slag cement, or 25% to 30% slag cements with 10% to 25% Class C fly ash. Class F fly ash alone may also be effective in reducing the permeability to these levels.

Contact KDOT's Bureau of Research or the District Office for additional guidance in meeting the Permeability Specifications.

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SECTION 1114

STONE FOR RIPRAP, DITCH LINING AND OTHER
MISCELLANEOUS USES

Page 1100-35, subsection 1114.2a.(3). Add the following to the end of subsection 1114.2a.(3):

- Field Inspection Method to determine acceptable material size.
- Measure a minimum of 3 sides of the boulder.
- Use a density of 150 lbs. per cubic foot to calculate the weight of the boulder. (Weight = Volume * Density)
- On visible faces, measure the length of the boulder at a minimum of 3 locations; average the measurements to establish the dimensions and calculate the volume.
- Example calculation to determine the approximate weight: Volume: 1.5 feet x 1.5 feet x 1.5 feet = 3.375 cubic feet;
Weight: 3.375 cubic feet x 150 lbs. per cubic foot = 506.25 lbs.
- Any dispute of calculated measurements of weights can be determined from actual weight of the boulder in question.

Page 1100-36, subsection 1114.2a.(3). Delete TABLE 1114-1 and replace with the following:

TABLE 1114-1: STONE FOR RIPRAP*													
Class	Percent Heavier												
	4 ton	3 ton	2 ton	1 ½ tons	1 ton	¾ tons	½ tons	¼ tons	250 lbs.	200 lbs.	100 lbs.	75 lbs.	5 lbs.
HEAVY													
2 Ton	0		50+			75+		90+					
1 ½ Ton		0		50+			75+		90+				
1 Ton			0		50+			75+	90+				
¾ Ton				0		50+				90+			
½ Ton					0		50+				90+		
¼ Ton						0		50+				90+	
LIGHT													
200 Lb.							0	0-5		50+			95+
100 Lb.							0	0-5			50+		95+
Facing										0		50+	95+

*Percent of total sample weight composed of pieces heavier than the indicated weight

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SECTION
1102

AGGREGATES FOR CONCRETE NOT PLACED
ON GRADE

Page 1100-6, subsection 1102.2b.(2)(a). Delete TABLE 1102-3 and replace with the following:

TABLE 1102-3: ALLOWABLE GRADING FOR MIXED AGGREGATES FOR CONCRETE													
Type	Usage	Percent Retained - Square Mesh Sieves											
		1½"	1"	¾"	½"	⅜"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
MA-3	Optimized All Concrete		0	2-12	Note ¹	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-4	Optimized All Concrete	0	2-12	Note ¹	Note ¹	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-5	Optimized Drilled Shafts		0	2-12	8 min	22-34		55-65		75 min		95-100	98-100
MA-6	Optimized for Bridge Overlays		0	0	2-12	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-7	Contractor Design KDOT Approved	Proposed Grading that does not correspond to other limits in this table but meet the requirements for concrete in DIVISION 400 .											98-100

¹ Retain a maximum of 22% (24% for MA-6) and a minimum of 6% of the material on each individual sieve.

² Retain a maximum of 15% and a minimum of 6% of the material on each individual sieve.

³ Retain a maximum of 7% on the No. 100 sieve

⁴ Retain a maximum of 2% on the No. 200 sieve

Page 1100-6, subsection 1102.2b.(2)(b). In the numbered list, delete the last sentence under 4. and replace with the following:

For each additional 1 lb of cement per cubic yard, subtract 2.5/94 from the Target Workability.

Page 1100-7, subsection 1102.2c.(2). Delete TABLE 1102-4 and replace with the following:

TABLE 1102-4: ALLOWABLE GRADING FOR COARSE AGGREGATES									
Type	Composition	Percent Retained - Square Mesh Sieves							
		1½"	1"	¾"	½"	⅜"	No. 4	No. 8	No. 200
SCA-1	Siliceous Gravel or Crushed Stone	0	0-10	14-35	-	50-75	-	95-100	98-100
SCA-2	Siliceous Gravel or Crushed Stone			0	0-35	30-70	75-100	95-100	98-100
SCA-4	Siliceous Gravel or Crushed Stone		0	0-20				95-100	98-100

Page 1100-8, subsection 1102.2e.(3)(a). Delete TABLE 1102-6 and replace with the following:

TABLE 1102-6: GRADING REQUIREMENTS FOR FINE AGGREGATES FOR CONCRETE								
Type	Percent Retained-Square Mesh Sieves							
	$\frac{3}{8}$ "	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
FA-A	0	0-10	0-27	15-55	40-77	70-93	90-100	98-100
FA-C	0	0	25-70	95-100	98-100	98-100	98-100	98-100

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SECTION 1112

**AGGREGATES FOR SURFACING OR SUBGRADE
MODIFICATION FOR COUNTY SECONDARY ROADS**

Page 1100-32, subsection 1112.2c.(1). Delete TABLE 1112-1 and replace with the following:

TABLE 1112-1: GRADATION REQUIREMENTS									
Type	Material	Percent retained On standard square mesh sieves*							Gradation Factor
		2"	1 1/2"	1"	3/4"	3/8"	No. 4	No. 8	No. 30
SS-3	Crushed Stone		0	0-15		45-85			90-100
SS-5	Crushed Stone	0	0-5	0-30		45-90			90-100
SS-7	Sand-gravel			0	0-5	0-20			4.00 - 5.00**
SS-8	Sand-gravel			0	0-5	0-30			3.75+
SS-9	Sand-gravel			0		0-20			3.50+
SS-10	Sand-gravel	0	0-5			0-30			3.25+
SS-14	Limestone gravel		0						

*All percent retained values shall be determined using the cumulative dry mass sum of the material retained on each sieve divided by the total dry mass of the material retained on the 200 sieve after washing and sieving (KT-2) and removal of all deleterious substances

**For grading factors less than 4.00 but greater than 3.75, provide additional materials as a penalty at a rate of 1.5% for each 0.05 less than 4.00 grading factors. Use a maximum lot size of 500 cubic yards or tons to determine penalty. Average all tests within the lot to determine penalty.

Page 1100-33, subsection 1112.2c.(2). Delete TABLE 1112-2 and replace with the following:

TABLE 1112-2: DELETERIOUS SUBSTANCES					
Type	Material	Passing No. 200 sieve	Sticks (wet)	Clay Lumps & Friable Particles	Combination ¹
SS-3	Crushed Stone	8.0	2.0	5.0	5.0
SS-5	Crushed Stone	8.0	2.0	5.0	5.0
SS-7	Sand-gravel	3.0	2.0	5.0	5.0
SS-8	Sand-gravel	8.0	2.0	4.0	
SS-9	Sand-gravel	10.0	2.0	3.0	
SS-10	Sand-gravel	10.0	2.0	3.0	
SS-14	Limestone gravel	7.0			

¹Of any deleterious substances except material passing No. 200.

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Delete SECTIONS 1401 and 1402 and replace with the following:

SECTION 1401

AIR-ENTRAINING ADMIXTURES FOR
CONCRETE

1401.1 DESCRIPTION

This specification covers admixtures for use as air-entraining agents to be added to concrete mixtures. An air-entraining agent is defined as an admixture that is used as an ingredient of concrete, added to the batch immediately before or during mixing, for the purpose of entraining air.

1401.2 REQUIREMENTS

Provide material that complies with AASHTO M 154 for compressive and flexural strength, and resistance to freezing and thawing (relative durability).

1401.3 TEST METHODS

As specified in AASHTO M 154. Tests for bleeding, time of set, and length change are not required.

1401.4 PREQUALIFICATION

a. Each air-entraining admixture must be prequalified. Submit a written request to be evaluated for prequalification to the Bureau Chief of Construction and Materials. Provide the following for each brand and type of material to be evaluated:

(1) Name and address of the manufacturer.

(2) Brand name of the material.

(3) Two copies of a certified test report prepared by a laboratory regularly inspected by the Cement and Concrete Reference Laboratory (CCRL) of the National Institute of Standards and Technology, showing test results complying with the applicable requirements of AASHTO M 154. Also, include evidence that the laboratory is regularly inspected by CCRL. Test results are to be no more than 36 months out of date.

b. In lieu of the testing requirements above, submit results of tests from the AASHTO National Transportation Product Evaluation Program (NTPEP). Include the most recent NTPEP test report along with evidence that the product being offered is identical to the one reported in the NTPEP report. Test results will be evaluated in relation to applicable requirements of AASHTO M 154. NTPEP testing will be required for prequalification after June 1, 2016.

c. The Bureau of Construction and Materials will maintain a list of prequalified air-entraining admixtures. Products that have been prequalified by the above procedures will remain prequalified, as long as the formulation and manufacturing processes remain unchanged, and field experience indicates that the admixture functions appropriately. Any prequalified product that does not have a NTPEP test report on file as of January 1, 2019 will be removed from the list of prequalified air-entraining admixtures for concrete. Changes in the formulation, manufacturing process, or failure of the admixture to function appropriately will require a new prequalification.

1401.5 BASIS OF ACCEPTANCE

a. Prequalification as set forth under subsection 1401.4.

b. Receipt and approval of a Type C certification as specified in DIVISION 2600.

SECTION 1402

CHEMICAL ADMIXTURES FOR CONCRETE

1402.1 DESCRIPTION

This specification covers chemical admixtures to be added to concrete mixtures during mixing operations for the purposes listed below:

a. **Type A – Water Reducing Admixture.** An admixture that reduces the quantity of mixing water required to produce concrete of a given consistency.

b. **Type B – Set Retarding Admixture.** An admixture that retards the setting of concrete.

c. **Type C - Accelerating Admixture.** An admixture that accelerates the setting of concrete.

d. **Type D – Water Reducing-Set Retarding Admixture.** An admixture that reduces the quantity of mixing water required to produce concrete of a given consistency, and retards the setting of concrete.

e. **Type E - Water Reducing and Accelerating Admixture.** An admixture that reduces the quantity of mixing water required to produce concrete of a given consistency, and accelerates the setting of concrete.

f. **Type F – Water-Reducing, High Range Admixture.** An admixture that reduces the quantity of mixing water required to produce concrete of a given consistency by 12% or greater.

g. **Type G – Water Reducing, High Range, and Retarding Admixture.** An admixture that reduces the quantity of mixing water required to produce concrete of a given consistency by 12% or greater, and retards the setting of concrete.

h. **Type S – Specific Performance Admixture.** An admixture that provides a desired performance characteristic(s) other than reducing water content, or changing the time of setting of concrete, or both, without any adverse effects on the fresh, hardened, or durability properties of concrete.

i. **Type I – Plasticizing Admixture.** An admixture that produces flowing concrete without further addition of water.

j. **Type II – Plasticizing and Set Retarding Admixture.** An admixture that produces flowing concrete without further addition of water, and retards the setting of concrete.

NOTE: Flowing concrete is defined as having a slump equal to or greater than 7 ½ inches.

1402.2 REQUIREMENTS

a. Provide Type A, B, C, D, E, F, G, and S admixtures that comply with ASTM C 494.

b. Provide Type I and II plasticizing admixtures that comply with ASTM C 1017.

1402.3 TEST METHODS

a. Test Type A, B, C, D, E, F, G, and S admixtures as specified in ASTM C 494, with the following exception:

Provisional qualification, as stated in Table 1, Note C, will not be considered until at least 6 months of data has been established.

b. Test Type I and II plasticizing admixtures as specified in ASTM C 1017.

1402.4

PREQUALIFICATION

a. Each brand and type of admixture covered by this specification must be prequalified. Submit a written request to be evaluated for prequalification to the Engineer of Tests in the Bureau of Construction and Materials.

Provide the following for each brand and type of material to be

evaluated: (1) Name and address of the manufacturer.

(2) Brand name of the material.

(3) Type of material as defined in subsection 1402.1.

(4) The chloride content of the admixture and whether or not chloride was added during its manufacture. (5) Recommended manner and time of adding the admixture to the concrete batch.

(6) Two copies of a certified test report prepared by a laboratory regularly inspected by the Cement and

Concrete Reference Laboratory (CCRL) of the National Institute of Standards and Technology, showing test results complying with the applicable requirements of ASTM C 494 or ASTM C 1017. Also, include evidence that the laboratory is regularly inspected by CCRL. Test results are to be no more than 36 months out of date.

(7) An infra-red spectrum of the admixture which was used in the laboratory tests.

(8) A one-liter sample from production of each brand and type of admixture being offered.

b. The manufacturer will be advised of the results of the review of the test results and test reports.

c. In lieu of the ASTM C 494 testing requirements and one-liter sample described above, submit results of tests from the AASHTO National Transportation Product Evaluation Program (NTPEP). Include the most recent NTPEP test report along with evidence that the product being offered is identical to the one reported in the NTPEP report. Test results will be evaluated in relation to the requirements of ASTM C 494. Provisional qualification will be considered once the 6 month compressive strength data is available on the NTPEP website. NTPEP testing will be required for prequalification of ASTM C 494 covered products after June 1, 2016.

d. The Bureau of Construction and Materials will maintain a list of prequalified chemical admixtures for concrete. Products that have been prequalified by the above procedures will remain prequalified, as long as the formulation and manufacturing processes remain unchanged, and field experience indicates that the admixture functions appropriately. Any prequalified ASTM C 494 covered product that does not have a NTPEP test report on file as of January 1, 2019 will be removed from the list of prequalified chemical admixtures for concrete. Changes in the formulation, manufacturing process, or failure of the admixture to function appropriately will require a new prequalification.

1402.5 BASIS OF ACCEPTANCE

a. Prequalification as set forth under subsection 1402.4.

b. Receipt and approval of a Type C certification as specified in DIVISION 2600.

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ENGINEERS

GEOTECHNICAL EXPLORATION AND FOUNDATION RECOMMENDATIONS

**Douglas County Kansas
Structure 0958-0900
Project No. 13-5281**

PREPARED FOR

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

March 17, 2014

SUBMITTED BY:
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SYNOPSIS

An exploration and evaluation of the subsurface conditions have been made on the site of the proposed Douglas County Structure 0958-0900 located in Douglas County, Kansas. Included in this report is a geology profile of the borings for the possibility of constructing a GRS bridge.

Test borings have been drilled and selected soil samples submitted for laboratory tests. The data has been carefully analyzed in light of the project information provided by Douglas County Public Works.

The results of the exploration and analysis indicate that continuous wall footings appear to be the most economical type of foundation for the support of the proposed structure.

Detailed analysis of subsurface conditions, any alternate foundation types, and pertinent design recommendations are included herein.

Groundwater conditions are not expected to cause any major difficulties. These conditions will be discussed further in the report.

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Appendix A: Boring Location Plan

Appendix B: Boring Logs

Appendix C: Geology Profile

Geotechnical Exploration And Foundation Recommendations

Douglas County Structures Douglas County, Kansas

Project Number: 13-5281
March 17, 2014

1.0 Introduction

1.1 Authorization

This report presents the results of a geotechnical exploration and foundation analysis for the proposed bridge replacement, conducted for Douglas County Public Works. The work for this project was performed in accordance with our Proposal dated November 13, 2013. Authorization to perform this exploration and analysis was received in the form of a signed copy of that proposal.

1.2 Purpose

The purpose of this exploration was to evaluate the soil and groundwater conditions at the site and to recommend a type and depth of foundation system suitable for the proposed structure as well as to provide criteria for the Design Engineers to use in preparing the foundation design.

1.3 Scope

The scope of the exploration and analysis included a reconnaissance of the immediate site, the subsurface exploration, field and laboratory testing, and an engineering analysis and evaluation of the foundation materials.

The scope of services did not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statement in this report or on the boring logs regarding odors, colors or unusual or suspicious items or conditions is strictly for the information of the client.

1.4 General

The general subsurface conditions used in the analysis were based upon interpolation of the subsurface data between the borings. There is a possibility that varying conditions may be encountered between boring locations. If deviations from the noted subsurface conditions are encountered during construction, they should be brought to the attention of the Geotechnical Engineer.

The recommendations submitted for the proposed structure are based on the available soil information and the preliminary design details. Any revision in the plans for the proposed structure, from those

described in this report, should be brought to the attention of the Geotechnical Engineer to determine if changes in the foundation recommendations are required.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

After the plans and specifications are complete, it is recommended that the Geotechnical Engineer be provided the opportunity to review the final design and specifications, in order to verify that the earthwork and foundation recommendations are properly interpreted and implemented.

2.0 Project Description

2.1 Project Description

It is understood that this project consists of a three-sided, concrete culvert or a GRS bridge to replace an existing culvert in Douglas County, Kansas. The structure number, as provided by Douglas County, is 0958-0900. The bottom of the footing elevation is understood to be three feet below the flow line of the creek. The flow line of the creek is assumed to be at an approximate elevation of 852 feet. The geology profile is attached in Appendix C.

2.2 Site Location

The structure is located on East 900 Road, approximately 2150 feet south of North 1000 Road.

2.3 Site Geology

The geology at this site is Buck Creek Terrace Deposits, Pleistocene Series, Quaternary System.

3.0 Site Exploration

3.1 Scope

The field exploration to evaluate the engineering characteristics of the foundation materials included a reconnaissance of the project site, drilling the test borings, performing standard penetration tests, and recovering split barrel and undisturbed samples.

Two (2) test borings were both drilled to twenty five (25) feet below the existing ground surface. They were made in the locations determined by Douglas County Public Works. The field tests were located by CFS engineers utilizing normal taping procedures and surveying afterward by Douglas County Public Works. The boring locations are presumed to be accurate to within a few feet. The locations are shown on the accompanying Boring Location Plan.

After completion of the field testing, the excavations were backfilled with the excavated soil.

3.2 Drilling and Sampling Procedures

A CME-75 drilling rig equipped with a rotary head was used to drill the test borings. Hollow-stem augers were used to advance the holes. Representative samples were obtained employing split-barrel sampling procedures in general accordance with the procedures for "Standard Test Methods for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils" (ASTM D 1586). Undisturbed samples were also collected in general accordance with the procedures for "Standard Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes" (ASTM D1587).

All of the samples recovered were identified, classified, and evaluated by the Geotechnical Engineer.

3.3 Field Tests and Measurements

Penetration Tests – During the soil boring procedure, standard penetration tests (SPT) were performed at pre-determined intervals to obtain the standard penetration value of the soil as outlined in ASTM Specifications D1586. The standard penetration value (N) is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-barrel sampler one (1) foot into the soil. The sampler is lowered to the bottom of the previously cleaned drill hole and advanced by blows from the hammer.

The number of blows is recorded for each of three (3) successive increments of six (6) inches penetration. The "N" value is then obtained by adding the second and third incremental numbers. The results of the standard penetration test are shown on the Boring Logs and indicate the relative density of cohesionless soils and comparative consistency of cohesive soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components.

Undisturbed Samples – Representative samples of the overburden soils were obtained at selected intervals using the Shelby tube sampling procedures as outlined in ASTM D1587. The Shelby tube sampling procedure utilizes a thin-walled, steel tube with a sharp cutting edge that is pushed hydraulically into the bottom of the boring to obtain relatively undisturbed samples of cohesive or moderately cohesive soils. The samples were sealed and returned to our laboratory for further examination, classification, and testing.

Water Level Measurements – Water level measurements were taken during the test boring operations. They are noted on the test boring logs presented in the Appendix B.

Ground Surface Elevations – The elevation of the ground surface shown on each test boring log was surveyed by Douglas County Public Works after drilling.

Boring logs are included in Appendix B. Field logs included visual classification of the materials encountered during drilling, as well as drilling characteristics. Boring logs represent the CFS engineer's interpretation of the field logs combined with laboratory observations and testing of the samples. The stratification boundaries indicated on the boring logs were based on field observations, an extrapolation of information obtained by examining samples from the borings and comparisons of soils and/or bedrock types with similar engineering characteristic. Boundary locations are approximate, and the transitions between soil and bedrock types may be gradual rather than clearly defined.

3.4 Laboratory Testing Program

In addition to the field exploration, a supplemental laboratory testing program was conducted to evaluate additional engineering characteristics of the on-site soils and rock necessary in analyzing the behavior of the foundation systems for the proposed structure.

The laboratory testing program included the following tests:

- Supplementary visual classification (ASTM D2488) of all samples
- Penetrometer tests of all samples
- Water content (ASTM D2216) of all samples.
- Unconfined compressive strength tests and dry densities (ASTM D2166) of undisturbed samples

All phases of the laboratory testing program were conducted in general accordance with applicable ASTM specifications. The results of these tests can be found on the Boring Logs (Appendix B).

4.0 Subsurface Conditions

4.1.1 General

The types of foundation bearing materials encountered in the test borings have been classified according to the Unified Soil Classification System (USCS). They are described on the Boring Logs. The results of the field tests, water level observations, and laboratory tests are presented on the Boring Logs (Appendix B).

The following presents a general summary of the major strata encountered during our subsurface exploration and includes a discussion of the results of field and laboratory tests conducted. Specific subsurface conditions encountered—including field tests, lab tests, and water level observations—at the boring locations are also presented on the individual boring logs in Appendix B of this report.

4.1.2 Soil Conditions

Approximately eight (8) inches of gravel covered the roadway which was underlain by gravel where the borings were performed. Stiff to very stiff native clay soils were present under the gravel down in B-2 to twenty five (25) feet where the borings were terminated, except for a five (5) foot thick layer of soft clay was found from thirteen (13) to eighteen (18) feet below existing ground surface. Stiff to hard clay fill soils were found in B-1 to a depth of fifteen and a half (15.5) feet. A two and a half (2.5) foot thick strata soft alluvial clay was encountered under the fill. Beneath the alluvial clay was a stiff native clay soil.

4.1.3 Groundwater Conditions

Groundwater was encountered in both of the borings at depths of seventeen (17) and twenty (20) feet below existing ground surface.

4.1.4 Refusal Materials

Refusal materials were not encountered in any of the borings.

4.2 Testing Results

Laboratory tests performed on representative samples of the site's soils indicated moisture contents in the range of 12 to 39 percent.

Thin-walled, steel, Shelby tube samplers were used to collect relatively undisturbed samples from these borings for laboratory analysis. Dry densities of the specimen cut from the Shelby tube samples was 118.4pcf. The unconfined compressive strength of the specimen was 18.7 psi.

In addition to the Shelby tube sample, the Standard Penetration Test (SPT) was also used to evaluate the consistency of the in-situ materials. The N-values for the site's materials were found to range from 3 to 41 blows/foot.

Representative samples of the soils were placed in sample jars and bags. They are now stored in the laboratory for further analysis if desired. Unless a request to the contrary is received, all samples will be disposed of sixty (60) days from the issuance date of this report.

5.0 Geotechnical Discussion and Recommendations

5.1 Primary Geotechnical Concerns

A layer of soft clay was found in both borings ranging from thirteen (13) to eighteen (18) feet below existing ground surface. This material is not a suitable foundation bearing material. Footings shall be extended through this soft clay to the underlying stiff clay. The foundation should also extend through all undocumented fill.

5.2 Foundation Discussion and Recommendations

5.2.1 Foundation Discussion

Subsurface Materials – The bearing capacity of the subsurface materials was evaluated from the results of the field tests. These test results indicate that the native soils have moderate strength and are uniform in thickness. The soil conditions indicate that continuous wall footings are the most advantageous foundation system for the culvert.

5.2.2 Foundation Recommendations

Footings – Conventional continuous wall footings are recommended for support of the proposed structure. A layer of soft clay was found in both borings ranging from thirteen (13) to eighteen (18) feet below existing ground surface. This material is not a suitable foundation bearing material. Footings shall be extended through this soft clay to the underlying stiff clay. The foundation should also extend through all undocumented fill. The continuous wall footings should be designed as follows when founded on native stiff clays.

Table 1: Conventional Footing Bearing Capacity

Foundation Type	Net Allowable Soil Bearing	Minimum Footing Width	Min. Depth Below Flow Line
Footings	3,000 psf	24 inches	36 inches

1. Footings should be suitably reinforced to reduce the effects of differential movement that may occur due to variations in the properties of the supporting soils. Top and bottom steel is recommended for continuous wall footings to reduce differential settlement due to possible varying bearing capacities of the existing soils. All backfill should be compacted to 95% of ASTM D-698 density and +/- 3% of optimum moisture content.
2. Total settlement for the bearing value provided should not exceed one (1) inch. Differential settlement is estimated to be less than one-half (1/2) inched.
3. A representative of the Geotechnical Engineer should test the soils in the footing excavations to verify the design soils bearing pressure. If undercutting of any footing is required to reach design bearing capacity backfill of the undercut footing should be done with a closed grade stone (such as KDOT AB-3) or lean concrete. If compacted structural soil fill is used to back fill the excavation, widening of the excavation one-half (1/2) the depth of the excavation on either side should be performed. All

backfill should be compacted to at least 95% of ASTM D-698 density and +/- 3% of optimum moisture content.

4. Every effort should be made to keep the footing excavations dry as the soils will tend to soften when exposed to free water. Footing bottoms should be free of loose soil and concrete should be placed as soon as possible to prevent drying of the foundation soils.

5.3 Lateral Earth Pressures

Lateral earth pressures are determined by multiplying the vertical applied pressure by the appropriate lateral earth pressure coefficient. If the walls are rigidly attached to the structure and not free to rotate or deflect at the top (such as basement walls), CFS recommends designing the walls for the *at-rest* earth pressure coefficient. Walls that are permitted to rotate and deflect at the top (such as retaining walls) can be designed for the *active* lateral earth pressure condition. Horizontal loads acting on shallow foundations are resisted by friction along the foundation base and by *passive* pressure against the footing face that is perpendicular to the line of applied force.

Table 2: Earth Pressure and Friction Coefficients

	Active	Passive	At-Rest	Allowable Base Friction
Open-graded crushed limestone	0.27	3.69	0.43	0.47
In-situ lean clay soils	0.40	2.5	0.68	0.32
In-situ fat clay soils	0.49	2.04	0.66	0.24
Lean clay – conditioned and compacted	0.32	3.12	0.48	0.35
Fat clay – conditioned and compacted	0.45	2.2	0.63	0.27

These earth pressure coefficients do not include the effect of surcharge loads, hydrostatic loading, or a sloping backfill. Nor do they incorporate a factor of safety. Also, these earth pressure coefficients do not account for high lateral pressures that may result from volume changes when expansive clay soils are used as backfill behind walls with unbalanced fill depths. In addition, any disturbed soils that are relied upon to provide some level of passive resistance should be placed in lifts not exceeding six (6) inches in thickness and compacted to a minimum density of 95 percent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within +/- 3 percent of the optimum moisture content. It is recommended that a representative of CFS should verify the compaction of any such materials relied upon to provide passive pressure.

The actual earth pressure on the walls will vary according to material types and backfill materials used and how the backfill is compacted. If the backfill conditions are different than the ones used above, CFS should be notified so the recommendations can be changed. The buildup of water behind a wall will increase the lateral pressure imposed on below-grade walls. Adequate drainage should be provided behind any below grade walls as described in this report. The walls should also be designed for appropriate surcharge pressures such as adjacent traffic and equipment.

Backfill of the below-grade walls may consist of well graded stone or on-site clay soils compacted to at least 95% of optimum dry density at a moisture content ranging from -3 to +3 of optimum. We advise performing field density tests on the backfill to monitor compliance with the recommendations provided. Care should be exercised during the backfilling operation to prevent overstressing and damaging the walls. Heavy compactors and grading equipment should not be allowed to operate within 5 to 10 feet of the walls during backfilling to avoid developing excessive temporary or long-term lateral soil pressures.

5.4 Engineering Analysis - Seismic

The Seismic Site Class was determined by the General Procedure in accordance with Section 1613.3.2 of the 2012 International Building Code. The soil properties were evaluated for the top 100 feet of the profile. The seismic properties of the soil were interpolated from the standard penetration test values. A Seismic Site Class "D" was determined for this site. In addition, there is no significant risk of liquefaction or mass movement of the on-site soils due to a seismic event.

6.0 Earthwork Discussion and Recommendations

6.1 Discussion - Earthwork

Groundwater — Groundwater that was not encountered on the site. However, water should be expected below the flow line. Normal seasonal weather conditions should be anticipated and planned for during earthwork.

Suitable Fill Material — All structural fill should be free of debris and defined by ASTM 2487 as CH, CL, ML, GW, GP, SM, SW, SC, and SP. The onsite soils do meet this requirement; however CH soils should NOT be used as structural fill within two (2) feet of the finished grade under the building slab and ten (10) feet outside the building perimeter.

Depending upon the amount of weather in months preceding construction, it may be necessary to moisture adjust the soils prior to their being able to be properly compacted.

Unsuitable Fill Material — The topsoil contains organic material and is unsuitable for use as structural fill. Unsuitable materials are those defined by ASTM 2487 as MH, OL, OH, and PT.

6.2 Recommendations - Earthwork

1. Structural fill materials should be free of organic matter. Moisture contents should be within 0% and +4% of the optimum for soils with a liquid limit of greater than 40, and $\pm 3\%$ of the optimum for soils with a liquid limit of less than 40. Maximum dry density and optimum moisture content should be determined by the Standard Proctor test (ASTM D 698).
2. Fill should be placed in six (6) inch lifts (compacted thickness) in mass fill areas and as needed to obtain proper compaction in utility trenches and behind walls.
3. A representative of the Geotechnical Engineer should monitor filling operations. A sufficient number of density tests should be taken to verify that the specified compaction is obtained. See Table below for required testing frequency.

6.3 Excavations and Trenches

All temporary slopes and excavations should conform to Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry (29 CFR Part 1926, Subpart P). Excavations at this site are expected to be made in "Type B" clayey soil.

All excavations should be kept dry during subgrade preparation. Storm water runoff should be controlled and removed to prevent severe erosion of the subgrade and eliminate free standing water. Subgrade that has been rendered unsuitable from erosion or excessive wetting should be removed and replaced with controlled fill.

Trenches should be excavated so that pipes and culverts can be laid straight at uniform grade between the terminal elevations. Trench width should provide adequate working space and sidewall clearances. Trench subgrade should be removed and replaced with controlled fill if found to be wet, soft, loose, or frozen. Trench sub-grades should be compacted above 95% of the maximum dry density in accordance with ASTM D 698 at moisture contents between -3% to +3% of the optimum moisture content.

Granular bedding materials for pipes, such as well-graded sand or gravel, may be used provided that the bottom of the trench is graded so that water flows away from structure

Bedding material should be graded to provide a continuous support beneath all points of the pipe and joints. Embedment material should be deposited and compacted uniformly and simultaneously on each side of the pipe to prevent lateral displacement. Compacted control fill material will be required for the full depth of the trench above the embedment material except in area landscape area with the compaction may be reduced to 90% Standard Proctor ASTM D 698. No backfill should be deposited or compacted in standing water.

Precautions should be taken by the contractor to avoid undermining the newly constructed foundations. Shoring and excavations supports should be designed to account for the existing structure loads.

Permanent slopes greater than 3 horizontal to 1 vertical should not be used.

7.0 General Comments

When the plans and specifications are complete, or if significant changes are made in the character or location of the proposed structure, a consultation should be arranged to review the changes with respect to the prevailing soil conditions. At that time it may be necessary to submit supplementary recommendations.

It is recommended that the services of Cook, Platt & Strobel Engineers be engaged to test and evaluate the compaction of any additional fill materials and to test and evaluate the bearing value of the soils in the footing excavations.

Respectfully submitted,

COOK, FLATT & STROBEL ENGINEERS


William J. Stafford, P.E.
Senior Geotechnical Engineer



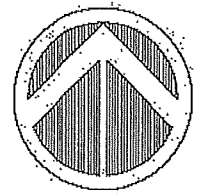
Jared Mohrman, E.I.T.
Staff Geotechnical Engineer

Structure 0958-0900
Douglas County, Kansas

13-5281
March 17, 2014

Appendix A: Boring Location Plan

BORING LOCATIONS FOR 0958N0900E



NORTH



Cook, Flatt & Strobel
ENGINEERS, P.A.

850 E. 13th St., Ste. B
Lawrence, Kansas 66044
785.856.8800

Structure 0958-0900
Douglas County, Kansas

13-5281
March 17, 2014

Appendix B: Boring Logs

Cook, Flatt & Strobel Engineers

BORING LOG

Boring: _____

B-1

Project Name: Douglas County Structures

Bridge 0958-0900

Date of Boring: 01/29/14

Project No.: 13-5281

DESCRIPTION	DEPTH	ELEV.	SAMPLE	N	P	MC	REMARKS
Brownish grey and black, dry to moist, hard to stiff silty CLAY(fill)		867.1					Gravel Road 8" Gravel
	2.5'	864.6	SS-1	33	4.5+	12.0%	
	5'	862.1	SS-2	9	4.5+	22.0%	
Tan, moist, silty CLAY(fill)	7.5'	859.6	SS-3	10	4.5+	20.5%	
	10'	857.1	ST-4	-	-	18.8%	
Blackish grey, moist, stiff, silty CLAY(fill)	12.5'	854.6					
	15'	852.1	SS-5	7	2.8	35.6%	Flowline at 15'
Dark grey, wet, soft alluvial CLAY							
	17.5'	849.6	SS-6	3	-	39.0%	Water at 17'
Brown, mottled red and grey, wet, stiff silty CLAY	20'	847.1	SS-7	9	2.3	25.3%	
	22.5'	844.6	SS-8	8	1.8	27.1%	
Brownish grey, wet, stiff sandy CLAY, trace limestone fragments							
			SS-9	11	-	23.4%	
Boring Terminated at 25'	25'	842.1					

N - Standard Penetration Value | MC - Moisture Content, % | P - pocket penetrometer, tsf | LL/PL - Atterberg Limits

Cook, Flatt & Strobel Engineers

BORING LOG

Boring: _____

B-2

Project Name: Douglas County Structures

Bridge 0958-0900

Date of Boring: 01/29/14

Project No.: 13-5281

DESCRIPTION	DEPTH	ELEV.	SAMPLE	N	P	MC	REMARKS
Brown, silty CLAY(fill)		866.8					Gravel Road 8" Gravel
Brown, red and black specs, dry, very stiff silty CLAY	2.5'	864.3	SS-1	12	4.5+	18.1%	
Brown, intermittent black layers, moist, stiff silty CLAY	5'	861.8	SS-2	7	-	21.4%	
Brown, mottled red and grey with black specs, moist, stiff silty CLAY	7.5'	859.3	SS-3	7	3.0	21.3%	
Dark brownish grey, mottled red and tan, moist silty CLAY	10'	856.8	ST-4	-	-	26.5%	DD = 118.4 pcf UC = 18.7 psi
Tan with grey specs and intermittent black layers, wet, soft silty CLAY	12.5'	854.3					
	15'	851.8	SS-5	3	0.5	27.8%	Flowline at 15'
	17.5'	849.3	SS-6	3	0.5	27.6%	
Tan with grey specs, wet, stiff silty CLAY, trace sand	20'	846.8	SS-7	10	1.3	24.5%	Water at 20'
	22.5'	844.3	SS-8	10	1.5	25.7%	
Brown, mottled dark grey and red, hard silty CLAY			SS-9	41	2.5	27.7%	
Boring Terminated at 25'	25'	841.8					

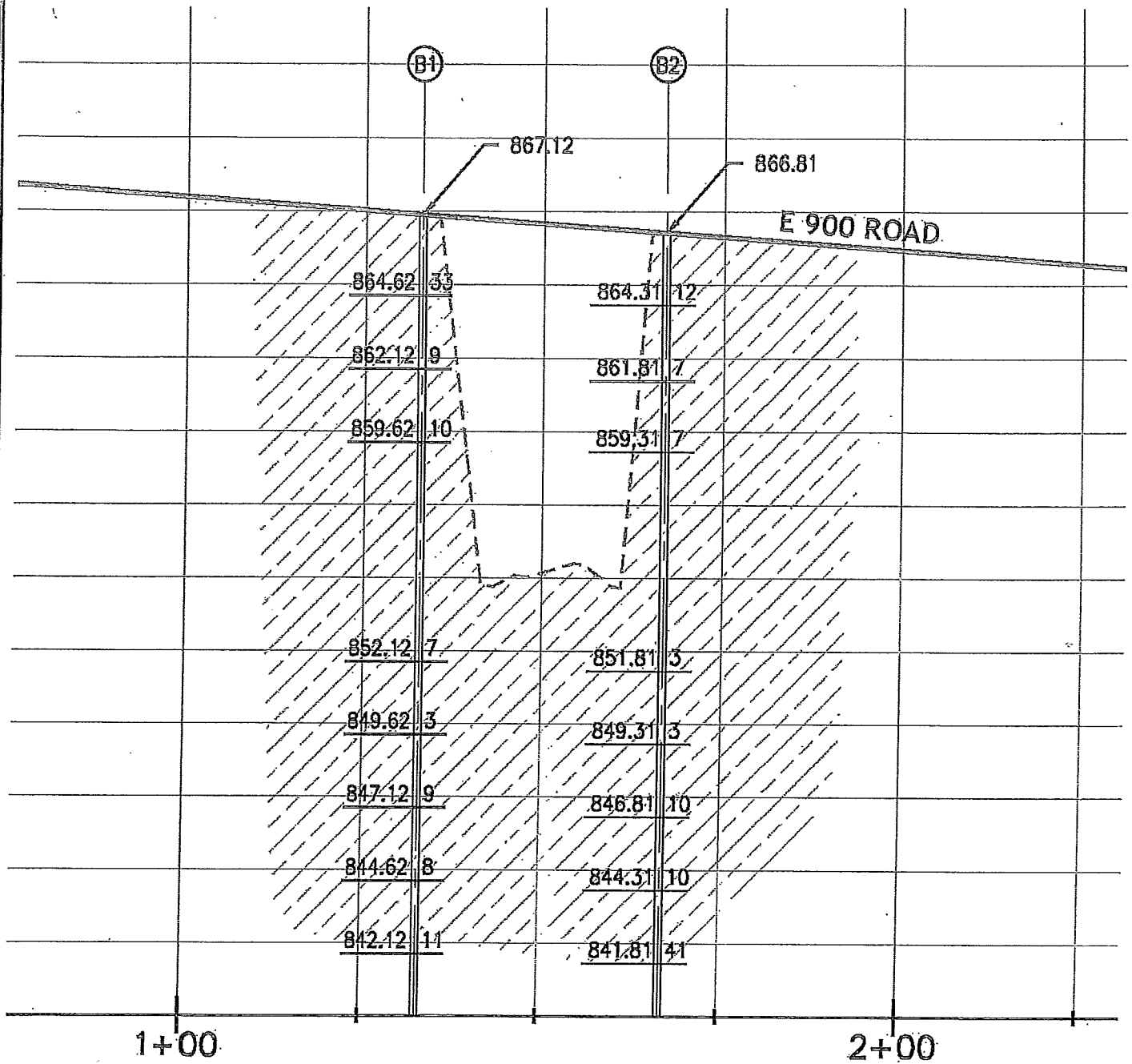
N - Standard Penetration Value | MC - Moisture Content, % | P - pocket penetrometer, tsf | LL/PL - Atterberg Limits

Structure 0958-0900
Douglas County, Kansas

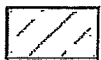
13-5281
March 17, 2014

Appendix C: Geology Profile

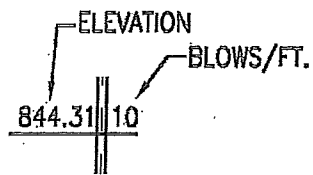
GEOLOGY PROFILE FOR 0958N0900E



LEGEND



SILTY CLAY

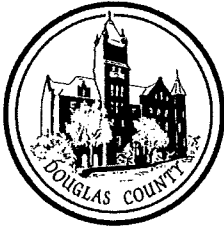


STANDARD
PENETRATION
TEST



Cook, Flatt & Strobel
ENGINEERS, P.A.

850 E. 13th St., Ste. B
Lawrence, Kansas 66044
785.856.9600



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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 */s/*

Date : June 27, 2016

Re : Consent Agenda approval of construction contract for Project No. 2016-06
Mill, patch and overlay portions of Route 1055 and E 900 Road

Bids were opened June 24 for the referenced project. The project entails milling, patching, and overlaying Route 1055 (6th Street) in Baldwin City from Orange Street to Baker Street (approximately 0.92 miles) and E 900 Road (frontage road along west side of K-10) from US-40 highway south to the new pavement constructed by KDOT as part of the Bob Billings Parkway/K-10 interchange project (approximately 0.72 miles). The project also includes patterned cold plastic pavement markings for Route 1055 (6th Street) in Baldwin City.

We received bids from three contractors as shown below (also see attached bid tabulation).

Bidder	Total Bid
Sunflower Paving	\$310,882.06
Hamm, Inc.	\$336,620.75
Killough Const., Inc.	\$348,321.02
Engineer's Estimate	\$372,129.75

Road & Bridge Fund 201 includes \$1,312,500 for road maintenance contracts, and the CIP includes \$500,000 for annual contract maintenance projects. Douglas County awarded contract amounts and the low bid for Project 2016-06 are as follows:

Project	Awarded or Low Bid
2016-01; Chip Seal	\$948,042.72
2016-05; Bituminous Frictional Sealing	\$44,000.86
2016-06; Mill & Overlay	\$310,882.06
Total	\$1,302,925.64

Action Required: Consent Agenda approval to award a construction contract to Sunflower Paving in the low bid amount of \$310,882.06 for Project No. 2016-06, pavement rehabilitation on portions of Route 1055 (6th Street in Baldwin City) and E 900 Road, and authorize the Public Works Director to approve change orders totaling up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2016-06/BID NO. 16-F-0007
MILL & OVERLAY ROUTE 1055 (N200-BAKER ST) E900 RD (HWY 40-NEW PAVEMENT)
BID TABULATION
June 24, 2016

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Sunflower Paving		Hamm, Inc		Killough Construction, Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	L.S.	1.00	\$18,000.00	\$18,000.00	\$4,200.00	\$4,200.00	\$10,500.00	\$10,500.00	\$28,125.00	\$28,125.00
2	MILLING (2"NOMINAL)	S.Y.	15859.00	\$1.25	\$19,823.75	\$1.44	\$22,836.96	\$1.50	\$23,788.50	\$1.78	\$28,229.02
3	HMA - COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	3195.00	\$60.00	\$191,700.00	\$57.40	\$183,393.00	\$59.95	\$191,540.25	\$57.00	\$182,115.00
4	HMA - COMMERCIAL GRADE (CLASS A) (PATCHING)	TON	500.00	\$125.00	\$62,500.00	\$95.00	\$47,500.00	\$115.00	\$57,500.00	\$123.00	\$61,500.00
5	AGGREGATE FOR SHOULDERING (AS-1)	TON	312.00	\$27.00	\$8,424.00	\$27.80	\$8,673.60	\$31.00	\$9,672.00	\$26.00	\$8,112.00
6	PAVEMENT MARKING (PCP) (YELLOW) (4")	L.F.	8192.00	\$5.00	\$40,960.00	\$2.50	\$20,480.00	\$2.25	\$18,432.00	\$2.25	\$18,432.00
7	PAVEMENT MARKING (PCP) (WHITE) (6")	L.F.	139.00	\$8.00	\$1,112.00	\$4.50	\$625.50	\$4.00	\$556.00	\$4.00	\$556.00
8	PAVEMENT MARKING (PCP) (YELLOW) (18")	L.F.	106.00	\$30.00	\$3,180.00	\$11.00	\$1,166.00	\$10.00	\$1,060.00	\$10.00	\$1,060.00
9	PAVEMENT MARKING (PCP) (WHITE) (24")	L.F.	76.00	\$35.00	\$2,660.00	\$13.90	\$1,056.40	\$12.50	\$950.00	\$12.50	\$950.00
10	PAVEMENT MARKING (PCP) (WHITE) (36")	L.F.	294.00	\$45.00	\$13,230.00	\$19.90	\$5,850.60	\$18.00	\$5,292.00	\$18.00	\$5,292.00
11	PAVEMENT MARKING SYSTEM (INT. GRADE) (WHITE) (LEFT ARROW)	EA.	4.00	\$375.00	\$1,500.00	\$315.00	\$1,260.00	\$285.00	\$1,140.00	\$285.00	\$1,140.00
12	FLAGGER (SET)	HOURL	1.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
13	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET)	L.S.	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
14	TRAFFIC CONTROL - TWO LANE WITH ONE LANE CLOSED	L.S.	1.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$12,150.00	\$12,150.00	\$6,150.00	\$6,150.00
15	TRAFFIC CONTROL	L.S.	1	\$2,000.00	\$2,000.00	\$5,300.00	\$5,300.00	\$2,000.00	\$2,000.00	\$4,620.00	\$4,620.00
TOTAL BID -					\$372,129.75		\$310,882.06		\$336,620.75		\$348,321.02

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2016-06

ROUTE 1055 (N200-BAKER STREET)
E900 ROAD (HWY 40-NEW PAVEMENT)

BID #16-F-0007

Douglas County Commissioners

James E. Flory, Chairman

Mike Gaughan, Member

Nancy Thellman, Member

Approved By:

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

Date: 6/2/2016

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2016-06
BID #16-F-0007

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15-DG-160 – PRICE ADJUSTEMENT FOR ASPHALT MATERIALS
15-DG-611B – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

Attachments:

Map of Douglas County showing approximate project and stockpile locations
Typical Section
HMA Pavement Patching Detail
Milling Detail
Permanent Striping Details
Traffic Control Details

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2016-06
BID #16-F-0007
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., Friday, June 24, 2016, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2016-06 consists of Milling, HMA Patch, HMA Surface, Aggregate Shouldering, PCP Pavement Marking, and Traffic Control. This project is located on Route 1055 (N200 to Baker Street) in Baldwin City, KS and E900 Road (Highway 40 to approximately 2,560 feet north of N1500 Road) 4 miles West of Lawrence, KS.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2016-06", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Twenty Five Dollar (\$25.00) non-refundable deposit is required per proposal, which includes a copy of the contract documents and specifications. The contract documents and specifications become the property of the prospective bidder and are not returnable.

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: 6/2/2016

Publication Date: Saturday, June 4, 2016
Tuesday, June 14, 2016

cc:	Lawrence Journal World	Douglas County Administrator
	Douglas County Commission	Douglas County Purchasing
	Douglas County Clerk	Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2016-06
BID #16-F-0007

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, 3755 E. 25th Street, Lawrence, Kansas 66046 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. 2016-06" 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. 2016-06
BID #16-F-0007

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, 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 NOTICE TO CONTRACTORS (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, 3755 E. 25th Street, Lawrence, Kansas 66046. 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 classifications listed under section 102.2(b).

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, 3755 E. 25th Street, Lawrence, Kansas 66046, 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. 2016-06", 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. 2016-06
BID #16-F-0007
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. 2016-06", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within Twelve (12) working days. No "Clean up" days will be added for this contract. The earliest anticipated date for the "Notice to Proceed" is September 12, 2016. The latest anticipated date for the "Notice to Proceed" is September 26, 2016.
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

N/A

Sunflower Paving, Inc
Name of Organization

By:

Jeff Engroff

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2016-06
BID #16-F-0007

SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	\$4200.00	\$4,200.00
2	MILLING (2" NOMINAL)	S.Y.	15,859	\$1.44	\$22,836.96
3	HMA – COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	3,195	\$57.40	\$183,393.00
4	HMA – COMMERCIAL GRADE (CLASS A) (PATCHING)	TON	500	\$95.00	\$47,500.00
5	AGGREGATE FOR SHOULDERING (AS-1)	TON	312	\$27.80	\$8,673.60
6	PAVEMENT MARKING (PCP) (YELLOW) (4")	L.F.	8,192	\$2.50	\$20,480.00
7	PAVEMENT MARKING (PCP) (WHITE) (6")	L.F.	139	\$4.50	\$625.50
8	PAVEMENT MARKING (PCP) (YELLOW) (18")	L.F.	106	\$11.00	\$1,166.00
9	PAVEMENT MARKING (PCP) (WHITE) (24")	L.F.	76	\$13.90	\$1,056.40
10	PAVEMENT MARKING (PCP) (WHITE) (36")	L.F.	294	\$19.90	\$5,850.60
11	PAVEMENT MARKING SYSTEM (INT. GRADE) (WHITE) (LEFT ARROW)	EA.	4	\$315.00	\$1,260.00
12	FLAGGER (SET PRICE)	HOUR	1	\$40.00	\$40.00
13	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2000.00	\$2000.00
14	TRAFFIC CONTROL - TWO LANE WITH ONE LANE CLOSED	L.S.	1	\$6,500.00	\$6,500.00
15	TRAFFIC CONTROL	L.S.	1	\$5,300.00	\$5,300.00

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID \$310,882.06

CONTRACTOR 

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2016-06

BID #16-F-0007

CONTRACT

THIS CONTRACT, made and entered into this _____ day of
July, 2016, by and between the BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to
as the COUNTY, and Sunflower Paving, Inc.
_____, 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. 2016-06
BID #16-F-0007

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. 2016-06
BID #16-F-0007

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).

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2016-06
BID #16-F-0007

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 Obligees, in the penal sum of _____ Dollars (\$_____) (the current amount of the contract price between Principal and Obligees), 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 Obligees 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 Obligees 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 Obligees 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 Obligees of the lowest and best bid, arrange for an agreement between such bidder and the Obligees, secured by payment and performance bonds, and pay to Obligees 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 Obligees; or (c) work out such other arrangements as are accepted by Obligees in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligees to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligees 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: _____

Attest:

County Clerk

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 2015

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 2015

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 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2016-06 consists of Milling, HMA Patch, HMA Surface, Aggregate Shouldering, PCP Pavement Marking, and Traffic Control.

This project is located on Route 1055 or 6th Street (Orange Street to Baker Street) in Baldwin City, KS and E900 Road (Highway 40 to New Pavement) approximately 4 miles West of Lawrence, KS.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Map of Douglas County showing approximate project and stockpile locations
2	Typical Section
3	HMA Pavement Patching Detail
4	Milling Detail
5-9	Permanent Striping Details
10-14	Traffic Control Details

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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 2015

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 2015

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 2015

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 2015

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(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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 2015

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

RATES OF APPLICATION/ PROJECT CONTINGENCIES/GENERAL INFORMATION:

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 1055	4,721 L.F.	27' (AVG)	5%	N/A
E900 RD	3,780 L.F.	28' (AVG)	5%	10%

-It shall be the contractor's responsibility to assure no damage is made to the concrete curb and gutters and concrete valley gutters during the milling and paving operations on Route 1055.

-Millings and Material from Milling Patches on Route 1055 shall become property of Baldwin City and be delivered to the designated stockpile sites. (See Project Map for stockpile location).

-Transition Millings and Patching material from E900 Road shall become property of the contractor and removed from site.

-HMA transitions (0'-3' in length) required at all paved entrances to construct a smooth transition from the newly constructed asphalt surface. HMA transitions will be required at all headers from milling operations or days end of paving operations. These should be removed prior to surfacing.

- Emulsified Asphalt (SS-1HP) for Tack is subsidiary to HMA-Commercial Grade
Place the tack oil at a rate of 0.08-0.10 gal/SY on milled surfaces and 0.05-0.07 on un-milled (smooth) surfaces, or as directed by the Engineer.

-This project shall include milling the existing asphalt mailbox turnout and leveling the in-place material (1571 E 900 Rd) and HMA Surfacing of entrance transition (894 N 1549 Rd) or as directed by the Engineer.

-When paving Rte 1055 (Baldwin City), coordinate all joints with the permanent striping per KDOT Specification 806 (Durable Pavement Marking).

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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 800-11, Delete the second paragraph and replace with the following:

For the purpose of this specification and when the bid item is included in the contract items, a haul road is any public road in Kansas, excluding State highways, over which 2,000 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: "The most direct route to the nearest state highway that is used for hauling commercial material into or from a commercially established plant site is not designated as part of the haul road. Roads into and from quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-11, 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 2015

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 June, 2016 as listed @ <http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for June, 2016.

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 PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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,

b. Asphalt. ADD- Provide SS-1HP for the tack oil.

c. Mix Design.

(1) 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.

d. Process Control. Replace – “24 hours” with “48 hours”.

Testing will be completed and the results reported to the Contractor within 24 hours.

f. Additives. Delete the last three (3) paragraphs about (WMA)

SUBSECTION 611.3 CONSTRUCTION REQUIREMENTS

a. General, Add the following:

A transfer machine/hopper will not be required for this project.

If the Engineer removes the Material Transfer Device and/or Paver Hopper Insert: 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.

Achieve grade control by use of 1 or more of the following grade reference devices. Approval of any of these devices will be based upon satisfactory performance.

- (a) Traveling Stringline. Attach a traveling stringline or ski type attachment, a minimum length of 30 feet, to the paver and operate parallel with its line of travel.
- (b) Reference Shoe; Attach a short reference shoe or joint matching device to the paver for control in matching surface grades along longitudinal joints of a newly placed mat.
- (c) Erect Stringline. Use an erected stringline consisting of a tightly stretched wire or string offset from and parallel to the pavement edge on 1 or both sides. Erect the stringline parallel to the established pavement surface grade and support at intervals as necessary to maintain the established grade and alignment.
- (d) Stringless Paving. Control line, grade and pavement cross-section as shown in the Contract Documents. Use electronic guidance systems that meet the requirements and tolerances listed in **SECTION 802**. Horizontal control is guided by GPS. Vertical control is guided by Total Stations. GPS will not be allowed for Vertical control.

Delete the following (under Table 602-9):

“When using WMA, achieve the maximum density before the temperature of the WMA falls below 165°F”.
“or 165°F for WMA”

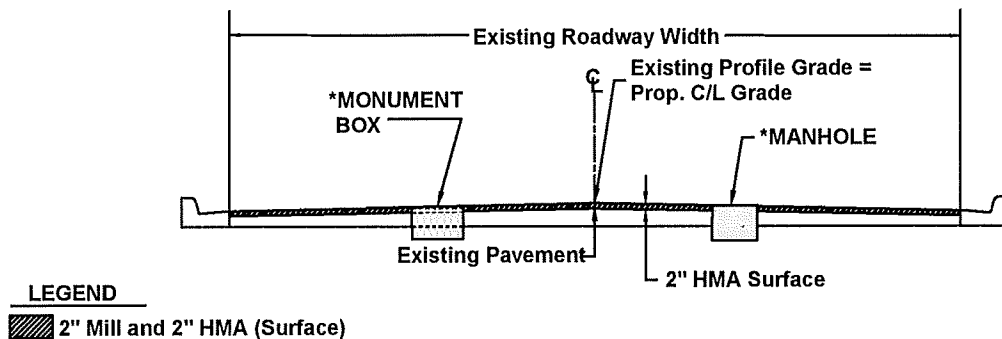
c. Pavement Smoothness. Remove “Section 603 and”

The Engineer may test the completed surface with a 10 foot straightedge, and the maximum allowable surface variation is 3/16 inch in 10 feet.

DOUGLAS COUNTY, KANSAS

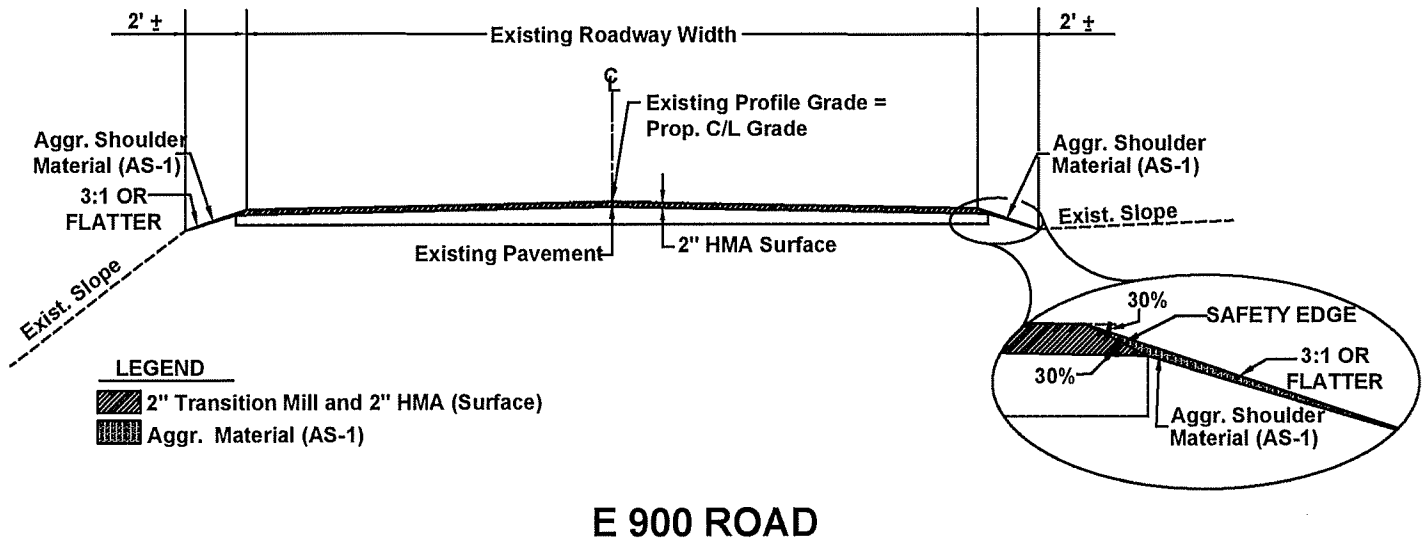


TYPICAL SECTIONS FOR 2" MILL AND OVERLAY

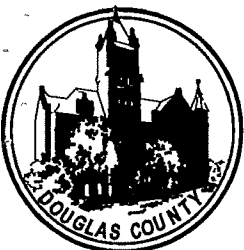


ROUTE 1055 (N200 - BAKER ST.)

*CONTRACTOR IS REQUIRED TO WORK AROUND ALL MONUMENT BOXES AND MANHOLES.



E 900 ROAD



Douglas County Public Works

3755 E. 25th Street
Lawrence, Kansas 66046-5674

PROJECT NO. 2016-06

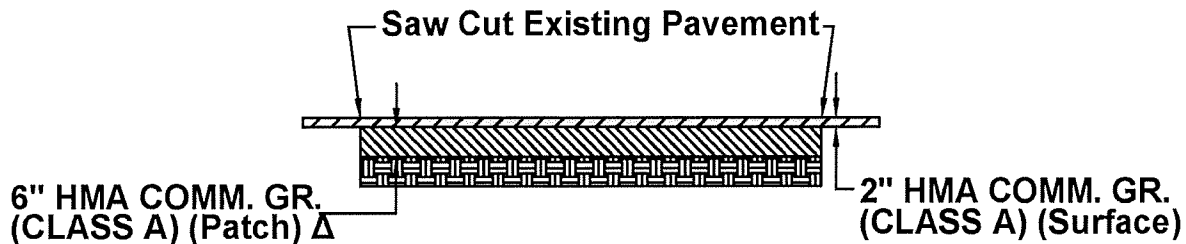
DESIGNED BY N.P.

DRAWN BY J.S.

PROJECT NAME

TYPICAL SECTION

HMA PAVEMENT PATCHING DETAIL



Typical Detail for Patching

NOTES:

1. THE SUBGRADE SHALL BE THOROUGHLY AND UNIFORMLY RECOMPACTED BY HAND TAMPING AND ROLLING.
2. THE BITUMINOUS MIXTURE SHALL BE DEPOSITED IN UNIFORMLY SPREAD LAYERS NOT TO EXCEED 3" IN THICKNESS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BY A SELF PROPELLED VIBRATORY STEEL DRUM ROLLER.
3. BITUMINOUS MIX USED FOR PAVEMENT PATCHING WILL BE PAID PER TON OF ACTUAL MATERIAL PLACED AND ACCEPTED.
4. MILL OR SAW CUT THE LIMITS OF THE PATCH TO CREATE A VERTICAL EDGE ON ALL SIDES OF THE PATCH. REMOVE AND DISPOSE OF THE DETERIORATED PAVEMENT. CLEAN THE EXPOSED VERTICAL EDGES OF THE EXISTING PAVEMENT. THIS WORK IS SUBSIDIARY TO HMA- COMM. GRADE (CLASS A) (PATCH).
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 EDGES AND 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 COMM. GRADE (CLASS A) (PATCH).

Δ THE ACTUAL DEPTH OF HMA (PATCH) MAY BE ADJUSTED BY THE ENGINEER TO ACCOMMODATE CONDITIONS FOUND DURING CONSTRUCTION.



Douglas County Public Works

3755 E. 25th Street
Lawrence, Kansas 66046-5674

PROJECT NO.

PROJECT NAME

DESIGNED BY N.P

DRAWN BY

HMA PAVEMENT PATCHING DETAIL



E 900 RD

40 HWY

100'

E 900 RD.

2" MILL

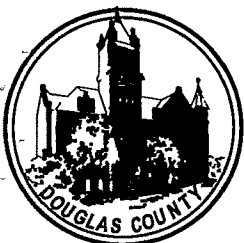
0" MILL

E 900 RD.

0" MILL

100'

2" MILL



Douglas County Public Works

**3755 E. 25th Street
Lawrence, Kansas 66046-5674**

PROJECT NO. **2016-06**

DESIGNED BY **N.P.**

DRAWN BY **J.S.**

PROJECT NAME

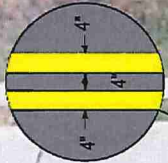
**E 900 RD
MILLING DETAILS**



NEWTON ST.

4" DOUBLE YELLOW
620 L.F.

CENTERLINE STRIPING
DETAIL



ORANGE ST.

MONROE ST.

4" DOUBLE YELLOW
566 L.F.

NEWTON ST.

LINCOLN ST.

4" DOUBLE YELLOW
576 L.F.

MONROE ST.

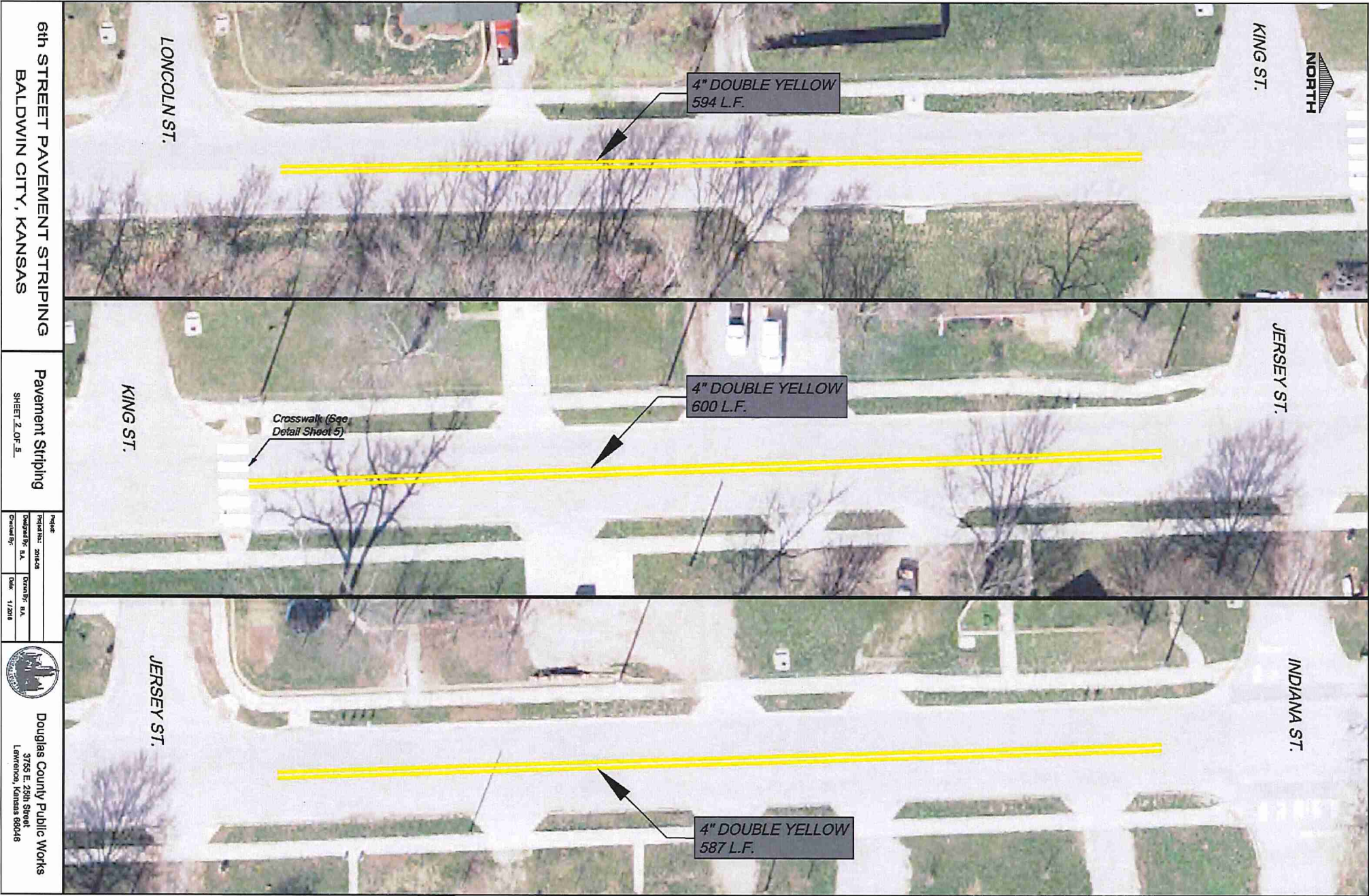
6th STREET PAVEMENT STRIPING
BALDWIN CITY, KANSAS

Pavement Striping
SHEET 1 OF 5

Project No.	2016-03
Designed By	B.A.
Drawn By	B.A.
Created By	1/1/2016



Douglas County Public Works
3756 E. 25th Street
Lawrence, Kansas 66048



6th STREET PAVEMENT STRIPING
BALDWIN CITY, KANSAS

Pavement Striping
SHEET 2 OF 3

Project
Proposed Date: 2018-08
Designed By: B.A.
Checked By: M.A.
Drawn By: M.A.
Date: 1/20/18



Douglas County Public Works
3755 E. 25th Street
Lawrence, Kansas 66046



HIGH ST.

Crosswalk (See
Detail Sheet 5)

Left Turn
Arrow

Left Turn
Arrow

6" Solid White
(67 L.F.)

24" Stop Bar

18" Diag Yellow (Typ.)

10' (Typ.)

4" DOUBLE YELLOW
796 L.F.

INDIANA ST.

GROVE ST.

Crosswalk (See
Detail Sheet 5)

4" DOUBLE YELLOW
815 L.F.

18" Diag Yellow (Typ.)

6" Solid White
(71 L.F.)

Left Turn
Arrow

Left Turn
Arrow

10' (Typ.)

24" Stop Bar

Crosswalk (See
Detail Sheet 5)

HIGH ST.

FREMONT ST.

4" DOUBLE YELLOW
571 L.F.

GROVE ST.

6th STREET PAVEMENT STRIPING

BALDWIN CITY, KANSAS

Pavement Striping

SHEET 3 OF 5

Project	Project No.
Designated by L.A.	Design No.
Contract No.	Date



Douglas County Public Works
3756 E. 25th Street
Lawrence, Kansas 66046



ELM ST.

4" DOUBLE YELLOW
584 L.F.

Crosswalk (See
Detail Sheet 5)

FREMONT ST.

DEARBORN ST.

4" DOUBLE YELLOW
599 L.F.

Crosswalk (See
Detail Sheet 5)

ELM ST.

CHAPEL ST.

4" DOUBLE YELLOW
681 L.F.

Crosswalk (See
Detail Sheet 5)

24" Stop Bar

DEARBORN ST.

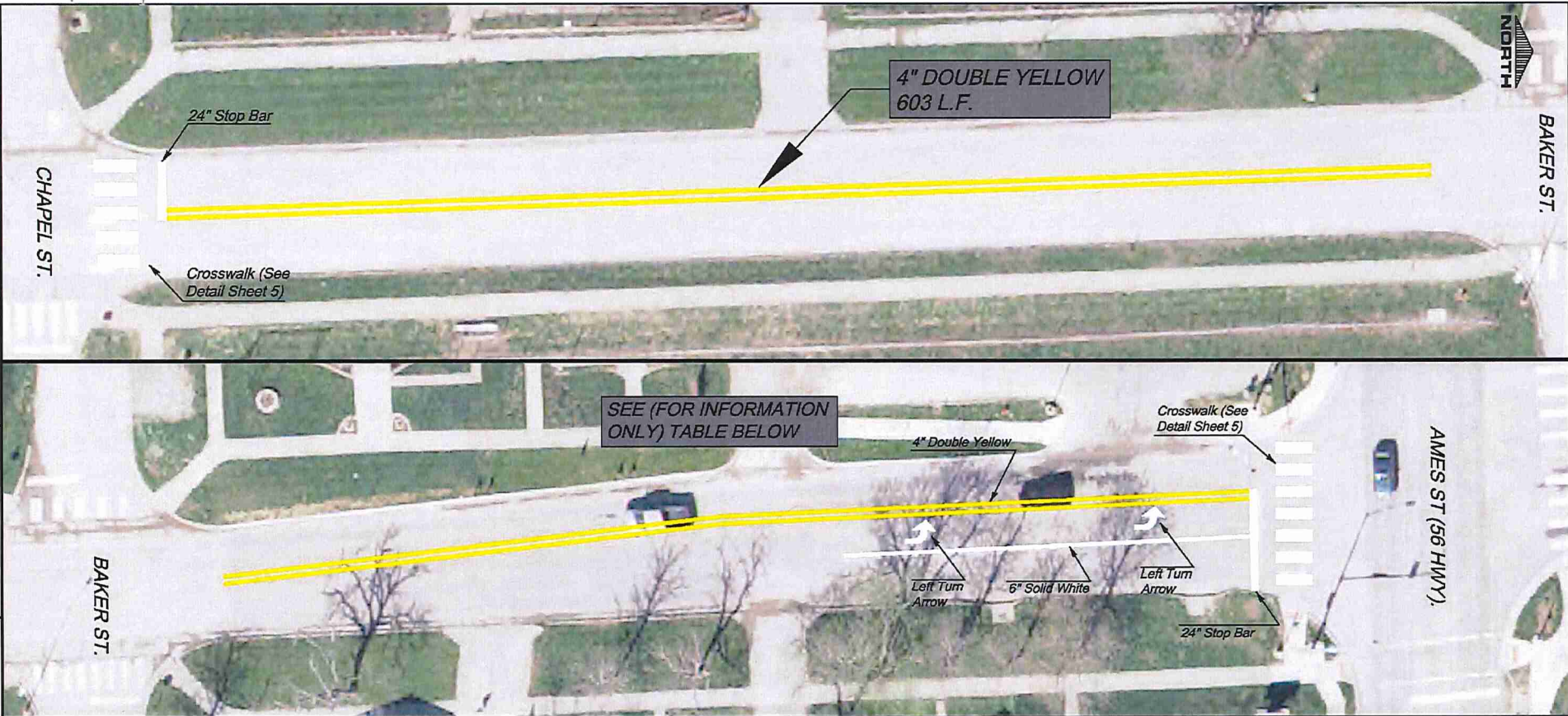
6th STREET PAVEMENT STRIPING
BALDWIN CITY, KANSAS

Pavement Striping
SHEET 4 OF 5

Project:	Design By: SRS	Drawn By: SRS
Contract No.:	DA	Date: 1/2018

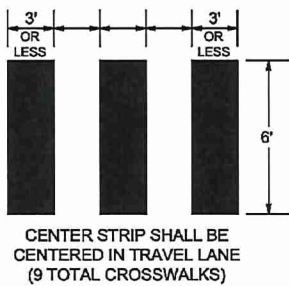


Douglas County Public Works
3705 E. 26th Street
Lawrence, Kansas 66046



GENERAL NOTES

CROSSWALK DETAIL

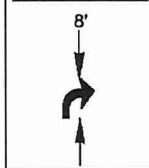


ALL LINEAR STRIPING SHALL BE
PATTERNED COLD PLASTIC (PCP)
3M (380-IES) SERIES.

ALL SYMBOLS, CROSSWALKS AND
24\"

ALL PAVEMENT AND SYMBOL
MARKINGS SHALL MEET THE LATEST
EDITION OF THE MUTCD

SYMBOL DETAIL



QUANTITIES ORANGE ST. TO BAKER ST.

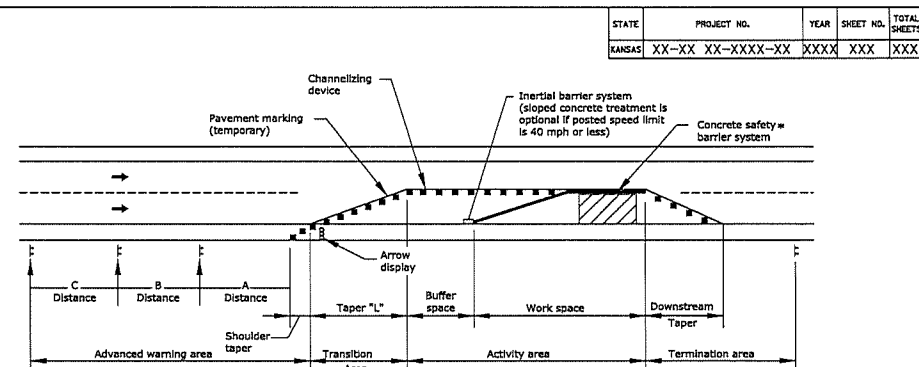
ITEM DESCRIPTION	LINEAR FOOT	CONV. FACTOR	PAY QUANTITIES
4\"	4096 L.F.	2.0	8192 L.F.
18\"	106 L.F.	1.0	106 L.F.
6\"	139 L.F.	1.0	139 L.F.
24\"	76 L.F.	1.0	76 L.F.
36\"	294 L.F.	1.0	294 L.F.
Quantity			
LEFT TURN ARROWS	4		

FOR INFORMATION ONLY

QUANTITIES BAKER ST. TO US 56 HWY

ITEM DESCRIPTION	LINEAR FOOT	CONV. FACTOR	PAY QUANTITIES
4\"	281 L.F.	2.0	562 L.F.
6\"	111 L.F.	1.0	111 L.F.
24\"	27 L.F.	1.0	27 L.F.
36\"	70 L.F.	1.0	70 L.F.
Quantity			
LEFT TURN ARROWS	2		

- 1) Design Speed: Those items delegated to temporary traffic control should be designed and installed using the posted/legal speed of the roadway prior to work starting.
- 2) Minimum lane width: Lane widths shall be a minimum of 11' (measured between centerlines of pavement markings) or as shown on the plans, or as directed by the engineer. A lane width less than 11' may require restricted roadway width signing.
- 3) Consideration should be made to separate pedestrian and, if needed, bicycle movements from both work site activity and vehicular traffic. Unless a reasonable safe route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing.
- 4) When existing pedestrian facilities are disrupted, closed, or relocated, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- 5) When the driving surface open to traffic is milled, is a temporary surface made of loose material, or when directed by the engineer use the W8-15 (Grooved Pavement) or W8-7 (Loose Gravel) a "C" distance after the W20-1 (Road Work Ahead) on mainline approaches. Signs may be used with the W8-15p motorcycle plaque as directed by the engineer. Display signs in advance of the condition as long as the condition is present.
- 6) Alternative temporary rumble strip options may be available. Please contact the Temporary Traffic Control Unit for more information at 785-296-0355 or 785-296-1183.



TYPICAL WORK ZONE COMPONENTS

* When concrete barrier system is used, portable channelizing devices are not needed along the tangent barrier section.

Minimum advance warning sign spacing (in feet):

SPEED (MPH) *	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

* Posted speed prior to work starting
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.

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 in offset feet

Shifting taper = $1/2 L$
Shoulder taper = $1/3 L$

Channelizer placement:

- (1) 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.
- (2) 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.
- (3) Channelizing devices shall be placed for optimum visibility, normally at right angles to the traffic flow.
- (4) Place directional indicator barricades in series to direct traffic onto the new path. The arrow sign should not be visible to opposing traffic.
- (5) Alternating diagonal orange and white striping must slope downward in the direction traffic is expected to pass.

Buffer Space

SPEED (MPH) *	20	25	30	35	40	45	50	55	60	65	70	75
LENGTH (ft)	115	155	200	250	305	360	425	495	570	645	730	820

* Posted speed prior to work starting

Neither work activity nor storage of equipment, vehicles, or material should occur in the buffer space. When a protection vehicle is placed in advance of the work space, only the space upstream of the vehicle constitutes the buffer space.

If temporary concrete safety barrier system is used to separate approaching traffic from the work space, the barrier system shall be considered part of the activity area. A full lane width should be available throughout the length of the buffer space. See typical work zone components above.

3					
2					
1	06/05/15	Channelizer spacing info	R.S.B.	R.E.	
NO.	DATE	REVISION	BY	APP'D	

KANSAS DEPARTMENT OF TRANSPORTATION

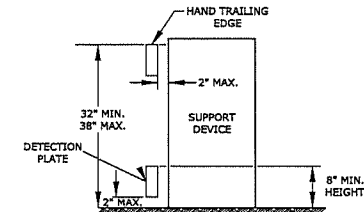
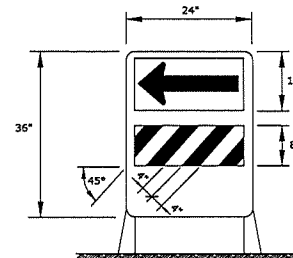
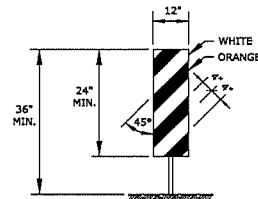
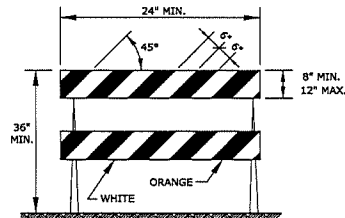
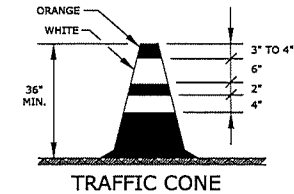
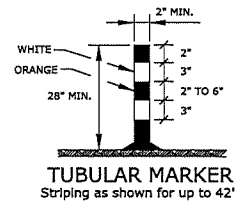
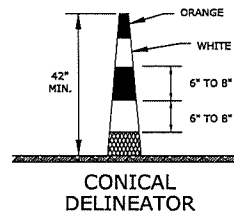
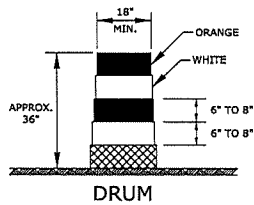
TRAFFIC CONTROL
GENERAL NOTES

TE700

DATE	PERSON	SCALE	QUANTITY	THICK	THICK
08/18/2015	08/18/2015	08/18/2015	08/18/2015	08/18/2015	08/18/2015

KDOT Graphics Certified 08-18-2015

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



TYPE 2 BARRICADE

For rails less than 36" long, 4" wide stripes may be used. All stripes shall slope downward to the traffic side for channelization.

VERTICAL PANEL

The stripes shall slope downward to the traffic side for channelization.

DIRECTION INDICATOR BARRICADE

The stripes shall slope 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.

PEDESTRIAN CHANNELIZER

1. Support device shall not project beyond the detection plate into the pathway.
2. Hand trailing edges and detection plates are optional for continuous walls.
3. Interconnect pedestrian channelizers to prevent displacement and to provide continuous guidance through or around work.
4. Alternate pathways shall be firm, stable, and slip resistant.
5. Treat height differentials > 1/2" in the surfaces of alternate paths with a firm, stable, and slip resistant temporary ramp having a slope of 12:1 or flatter and having a width equal to the alternate path.
6. Use alternating orange/white on interconnected devices.

LOCATION		Cross-overs	Shoofly	Diversion	Tangents	Tapers	Ramps	Head to Head	Object Identifier	Lead-In Devices	Govies
PORTABLE	Drums	Yes	Yes	Yes	Yes	Yes	(1)	Yes	Yes	Yes	Yes
	Conical Delineators	Yes	Yes	Yes	Yes	Yes	(1)	Yes	Yes	Yes	Yes
	Vertical Panels	(2)	(2)	(2)	(2)	(2)	(1,2)	YES	(2)	(2)	(2)
	Direction Indicator Barricade	NO	NO	NO	Yes	NO	NO	NO	NO	NO	NO
	Type 2 Barricade	(2)	(2)	(2)	(2)	NO	NO	Yes	NO	NO	NO
FIXED	Traffic Cones	NO	NO	(4)	(4)	(4)	NO	(4)	(4)	(4)	(4)
	Tubular Markers	(3)	(3)	(3)	NO	(3)	Yes	NO	Yes	Yes	Yes
	Vertical Panels	(3)	(3)	(3)	(3)	(3)	(3)	Yes	(2,3)	(2)	(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.
- (4) Daytime operations only.

3				
2				
1				
NO.	DATE	REVISIONS	BY	APPROV
KANSAS DEPARTMENT OF TRANSPORTATION				
TRAFFIC CONTROL CHANNELIZING DEVICES				
TE702				
DESIGNED	CHECKED	APPROVED	DATE	BY
DESIGNED	CHECKED	APPROVED	DATE	BY
DESIGNED	CHECKED	APPROVED	DATE	BY
KDOT Graphics Certified 06-01-2015				

SIGN LAYOUT INFORMATION



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



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

WORK ZONE

KM4-20

STD. SIZE
EXPWY/FREEWAY
3" C 6" C
24"x 6" 48"x 12"

NEXT
X MILES

W7-3a

Mileage to be determined
by the engineer.



W8-17

STD. SIZE
EXPWY/FREEWAY
48"x 48"



W8-15

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



W8-7

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



W8-15p

STD. SIZE
EXPWY/FREEWAY
30"x 24"



W8-11

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

SHOULDER
DROP-OFF

W8-17P
(OPTIONAL)

STD. SIZE
EXPWY/FREEWAY
30"x 24"

NB US-75 CLOSED
FOLLOW DETOUR

SP-01
(SPECIAL SIGN)

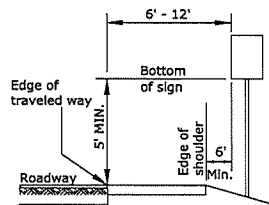
STD. SIZE
EXPWY/FREEWAY
6" C 10" D

US-75 CLOSED
NORTH OF Topeka
FOLLOW DETOUR

SP-02
(SPECIAL SIGN)

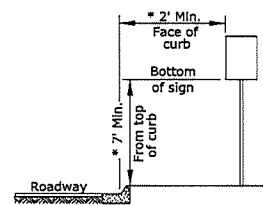
STD. SIZE
EXPWY/FREEWAY
UPPERCASE: 6" C 10" D
LOWERCASE: 4.5" C 8" D

ALL CITY NAMES AND STREET NAMES ON SPECIAL SIGNS AND DESTINATION SIGNS
MUST HAVE UPPER AND LOWER CASE LETTERS.



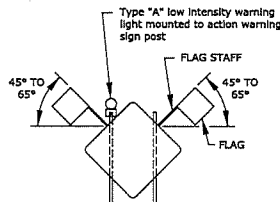
Rural

- 1) Ground-mounted signs shall be mounted at a minimum height of 5' measured from the bottom of sign to the near edge of the pavement.
- 2) Large signs having an area exceeding 50 square feet installed on multiple breakaway posts shall be mounted a minimum of 7' above the ground.
- 3) The height of the secondary sign mounted below another sign may be 4' measured from the bottom of the sign to the near edge of the pavement. Signs shall not overlap each other.



Urban

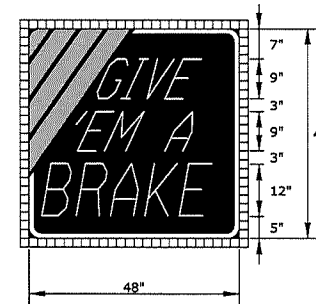
- 1) Signs shall be mounted at a minimum height of 7' measured from the bottom of sign to the near edge of the pavement.
- 2) Neither portable nor permanent sign supports should be located on sidewalks or areas designated for pedestrian or bicycle traffic.
- 3) Signs mounted lower than 7' should not project more than 4" into pedestrian facilities.
- 4) The height from of the secondary sign mounted below another sign may be 6' measured from the bottom of sign to the near edge of the pavement. Signs shall not overlap each other.
- 5) Large signs having an area exceeding 50 square feet installed on multiple breakaway posts shall be mounted a minimum of 7' above the ground.
- * 6) Pedestrian detour signing shall be a minimum of 2' measured from the top of the pedestrian pathway to the bottom of the sign and shall not protrude into the walkway nor shall it project beyond the back of curb.



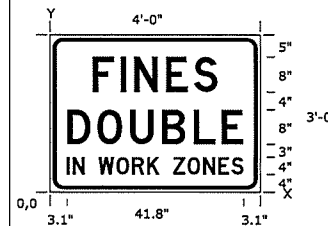
When the sign width is equal to or greater than 9', three or more wood posts may be used with a minimum of 4' between the centerline of each post. All signs less than 9' in width shall use a maximum of two wood posts.

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.



KI-104a



KI-105a

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

SIGN NUMBER	GIVE EM A BRAKE
WIDTH x HEIGHT	4'-0" x 4'-0"
BORDER WIDTH	1.0"
CORNER RADIUS	4.0"
STRIPE WIDTH	3.0"
MOUNTING	GROUND
BACKGROUND	TYPE: NON-REFLECTIVE COLOR: BLACK
LEGEND/BORDER	TYPE: REFLECTIVE COLOR: WHITE
LEGEND FONT	DUTCH 801 ROMAN SWC 25 DEGREE SLANT
STRIPES	TYPE: REFLECTIVE COLOR: ORANGE

SIGN NUMBER	FINES DOUBLE
WIDTH x HEIGHT	4'-0" x 3'-0"
BORDER WIDTH	0.9"
CORNER RADIUS	3.0"
MOUNTING	GROUND
BACKGROUND	TYPE: REFLECTIVE COLOR: WHITE
LEGEND/BORDER	TYPE: NON-REFLECTIVE COLOR: BLACK

DIMENSIONS IN INCHES

Y	F	I	N	E	S	D	O	U	B	L	E	I	N	W	O	R	K	Z	O	N	E	S	HT
23.0																							8.0
D	9.7	6.4	3.2	7.3	6.4	5.4	9.7																28.6
11.0																							8.0
D	3.9	6.9	7.5	7.3	7.3	6.4	4.9	3.9															40.3
4.0																							4.0
D	3.1	1.6	2.7	3.2	4.3	3.8	3.6	2.8	3.2	3.4	3.8	3.6	3.2	2.7	3.1								41.8

SPACINGS ARE TO START OF NEXT LETTER

Notes:

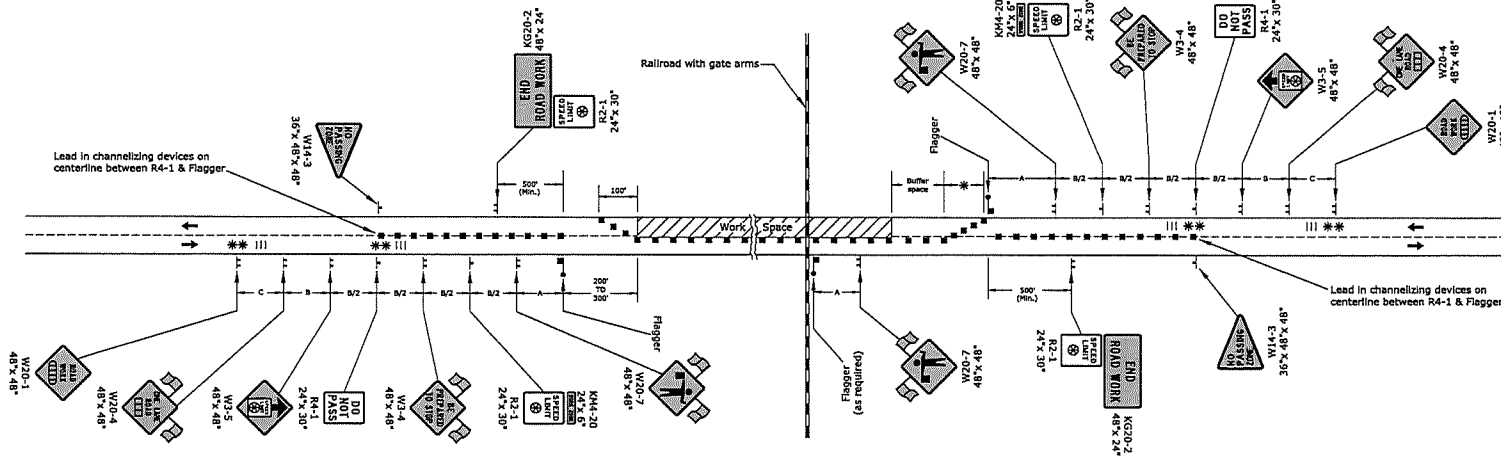
Typically, there are two sets of Informational signs installed per project: one for each direction of traffic.

Install signs a minimum of 500' in advance of the road work ahead sign. The engineer may designate a more appropriate location if conditions dictate.

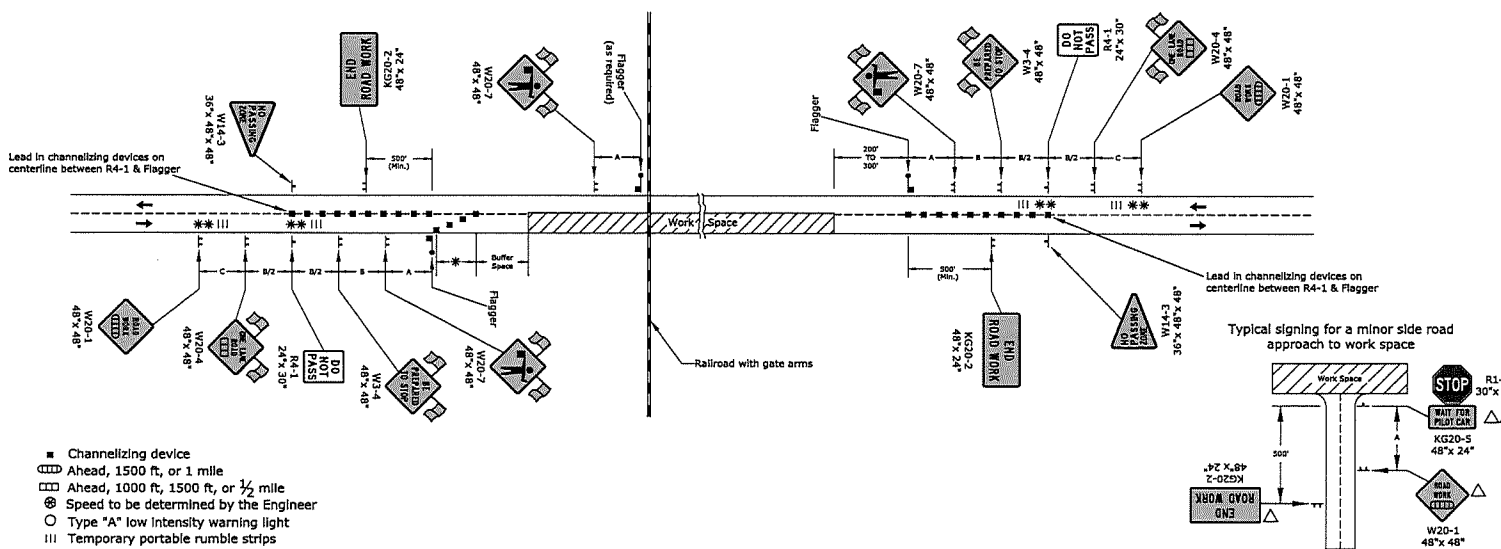
The informational signs are not to interfere with the traffic control signs for the project.

3					
2					
1					
NO.	DATE	REVISION	BY	APPR	
KANSAS DEPARTMENT OF TRANSPORTATION					
TRAFFIC CONTROL SIGN INFORMATION					
TETIO					
FINAL APPROVAL	DESIGNED	BY	DATE	APPROVED	DATE
REVIEWED	BY	DATE	REVIEWED	BY	DATE
KDOT Graphics Certified 06-01-2015					

FLAGGER



FLAGGER AND PILOT CAR



- Channelizing device
- Ahead, 1500 ft, or 1 mile
- Ahead, 1000 ft, 1500 ft, or 1/2 mile
- ⊗ Speed to be determined by the Engineer
- Type "A" low intensity warning light
- ||| Temporary portable rumble strips

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

USE TE731 FOR FLAGGER OR PILOT CAR ON ROADWAYS WITH CONCRETE SHOULDERS GREATER THAN 8 FT.

Notes:

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

Place a Flagger at all highway and major collector intersections and at-grade railroad intersections with lights and gates in the work space to control traffic crossing the tracks to the left of the gate arm. The need for a Flagger at minor side road intersections shall be determined by the Engineer. 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.

Temporary rumble strips may be used in lieu of lead in channelizing devices when the roadway is less than or equal to 30' including paved shoulders. When extenuating circumstances exist, the Area Engineer may elect to eliminate both the lead in channelizers and the rumble strips.

* Minimum six (6) channelizers spaced at 20' intervals.

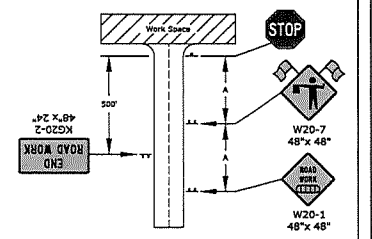
** Optional rumble strips may be placed: One set between the W20-1 and W20-4, and one set between the R4-1 and W3-4, on each approach.

△ Not required on substantial maintenance projects (1R).

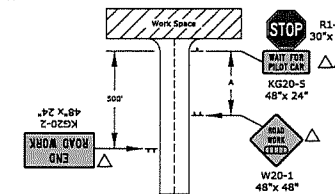
△△ The KG20-5 (WAIT FOR PILOT CAR) sign shall be mounted on an approved portable support and not attached to the existing stop sign post.

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



3				
2				
1				
NO.	DATE	KEYS/ISS	BY	APP
KANSAS DEPARTMENT OF TRANSPORTATION				
TRAFFIC CONTROL				
FLAGGER OR PILOT CAR				
TE730				
DESIGN APPROVAL	DESIGN/ISS	CHECKED/ISS	CHECKED/ISS	CHECKED/ISS
DESIGN	DESIGN	DESIGN	DESIGN	DESIGN
DESIGN	DESIGN	DESIGN	DESIGN	DESIGN
KDOT Graphics Certified 06-01-2015 Sh. No. XXX				

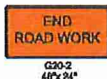
TYPICAL TRAFFIC CONTROL FOR PROJECT 2016-06
ROUTE 1055 (N200-N300) BALDWIN CITY

TYPICAL TRAFFIC CONTROL FOR PROJECT 2016-06
E900 ROAD FROM 15th STREET TO 40 HIGHWAY

U.S. 56 Hwy (N300)



6th Street



N 200 Road

TYPE "A" WARNING LIGHT



TYPE III BARRICADE
B (III) L

40 Hwy

E 900 Road

K-10 Hwy

15th Street

K-10 Hwy

= WING BARRICADE

= SIGN

GENERAL NOTES

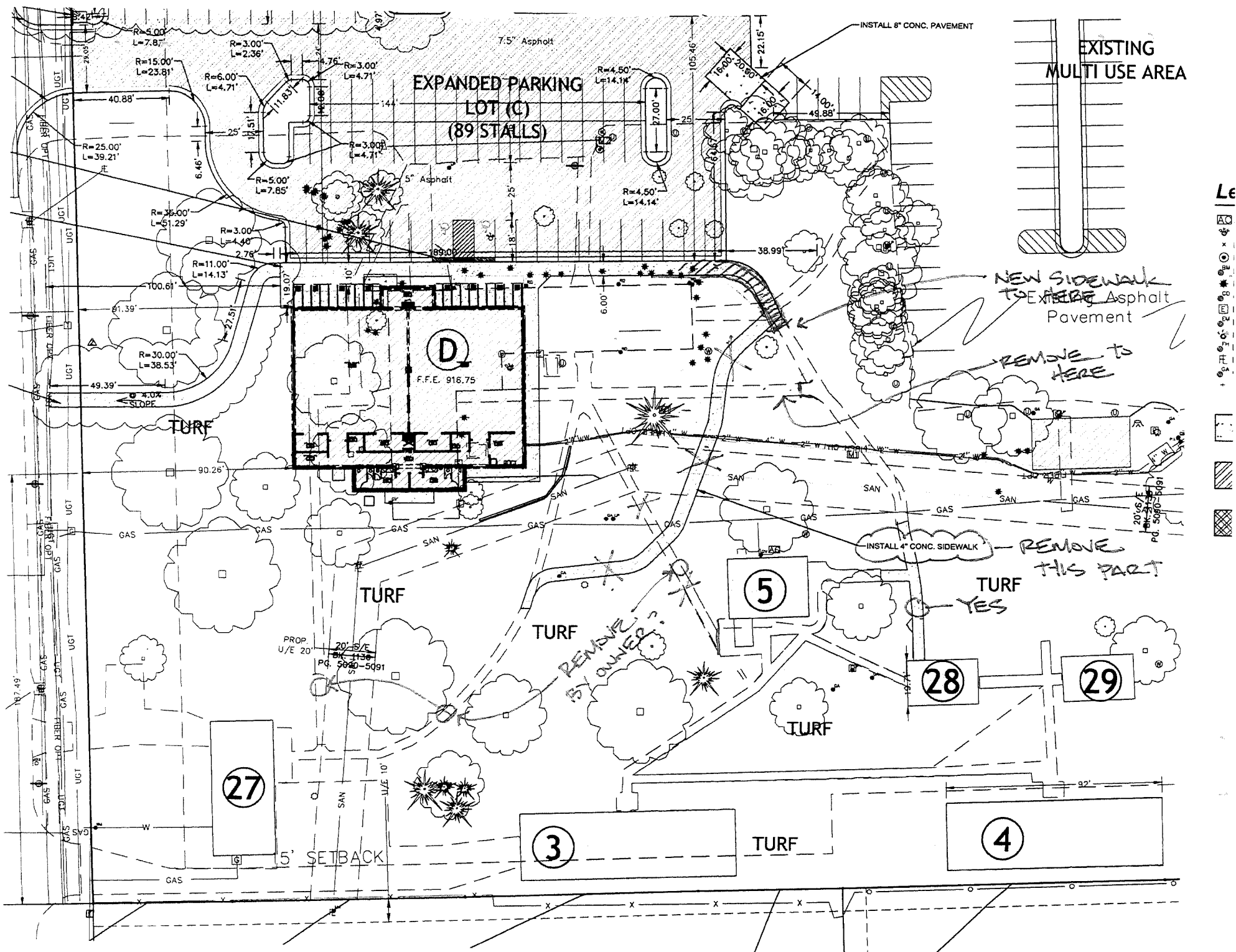
ALL TRAFFIC CONTROL DEVICES, THEIR
INSTALLMENT OR USE THEREOF, SHALL COMPLY
WITH THE REQUIREMENTS OF THE 2009 MANUAL ON
UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

TYPICAL TRAFFIC CONTROL
PROJECT NO. 2016-06

Project:
Project No.:
Designed By: Drawn By: BAA
Checked By: Date: 2/2016



Douglas County Public Works
3755 E. 25th Street
Lawrence, Kansas 66046



Abstract

2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Applicant: Lawrence Kansas Police Department
111 East Eleventh Street
Lawrence, Kansas

Project Identifier: Digital Forensic Equipment
Equipment-Hardware, Software, and Training related to Digital Forensics

Project Title: Digital Forensic Equipment, Software, and Training.

Project Goal: Purchase Equipment, Software, and Training related to forensic processing of digital evidence.

Strategy: Purchase Equipment, Software, and Training related to forensic processing of digital evidence.

Deliverables: Digital Forensic Equipment, Software, and Training.

Program Narrative

The Lawrence Police Department provides community policing and law enforcement services to the citizens of the fifth largest metropolitan area in the State of Kansas. The City of Lawrence encompasses 34.1 square miles with a population of 92,763 (2014 Census Estimate). Lawrence is also home to the University of Kansas and Haskell Indian Nations University. The University Of Kansas estimates its enrolment at 25,332 students and Haskell Indian Nations University estimates its enrolment at approximately 894 students.

Lawrence is located in Douglas County and is the county seat. Lawrence is located about 20 miles east of Topeka, Kansas, our state's Capital and about 20 miles west of Kansas City, Kansas/Missouri, two large metropolitan cities. Our proximity to the Capital, the commuter transportation and Kansas City Metro area has made this area a "bedroom" community. Tens of thousands of people travel into and out of our county each day; including those involved in illegal activities. In 2015, the Lawrence Police Department investigated approximately 8,822 UCR Part 1 and Part 2 classified crimes.

Additionally, the Lawrence Police Department has a very good working relationship with area agencies including the University of Kansas Public Safety Office, Douglas County Sheriff's Office, Eudora Police Department, and the Baldwin City Police Department. The Lawrence Police Department is utilized by these area departments as a manpower and technical assistance resource.

Proposed Grant Related Activities to Be Implemented

The 2016 Byrne grant request seeks purchase of forensic equipment and training needed to adequately process digital evidence collected during criminal investigations. This equipment has been identified by both the Douglas County Sheriff's Department and the Lawrence Police Department as the project for this grant request and if awarded, will greatly improve both agencies' ability to respond the increased demand of digital evidence collected during criminal investigations. The proposed equipment will allow both the Douglas County Sheriff's Department and the Lawrence Police Department to better respond to digital video, cell phone, computers, as well as, other digital evidence encountered during criminal investigations.

Proposed Equipment

The grant funds would be used to purchase the following forensic equipment, software, and training.

Lawrence PD Budget		
1	Forensic Video Processing Software (Input Ace)	\$5,335.00
2	Forensic Video Processing Software (Amp5)	\$4,938.00
3	Adobe Photoshop (For 3 License)	\$1,000.00
4	1 Forensic Computer (Phone Processing)	\$2,500.00
5	Digital Forensic Training	\$1,107.50
6	1 Forensic Computer (Removable Media/Computer Proc)	<u>\$2,500.00</u>
Total		\$17,380.50

Douglas County Budget		
1	Forensic Computer	\$5,000.00
2	Forensic Computer Software	\$3,000.00
3	New Phone Processing Software (Cellebrite 4PC)	\$6,400.00
4	Digital Forensic Training	\$2,980.50
Total		\$17,380.00

Total Budget		
Lawrence Police Department		\$17,380.50
Douglas County Sheriff's Office		<u>\$17,380.50</u>
Total Budget		\$34,761.00
 Grant Amount		 \$34,761.00

Goals Associated With Project

The Lawrence Police Department and the Douglas County Sheriff's Office are committed to making Lawrence and Douglas County a safe and attractive place to live. As cell phone, digital video systems, computers, and other items that contain digital evidence has increased, so has the need for both Douglas County and the Lawrence Police Department need to be able to forensically process these items. The evidence from these digital appliances are valuable sources of evidence identifying those responsible for committing crimes as well as evidence of the crime itself.

The Lawrence, Kansas Police Department and Douglas County Sheriff's Office will monitor and report the progress of the acquisition of equipment, software, and implementation of training related this grant.

The purchase of the proposed equipment is not possible with local funds alone. The Lawrence Police Department and Douglas County Sheriff's Department are requesting the funds allotted for Douglas County in the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to complete this project.

Budget Narrative

The Lawrence Police Department and the Douglas County Sheriff's Department have agreed to use funds from the 2016 JAG to purchase of forensic equipment and training needed adequately process digital evidence. **\$34,761** will be used to purchase equipment, software, and training needed to forensically process digital evidence including cell phones, computers, and digital video recorders. The specific equipment to be purchases by each agency to complete this project is identified in the budget summary; which is listed on the next page of this report.

No funds will be spent on personnel as all of the JAG Funds are committed to equipment.

A budget summary is listed on the next page.

Budget Summary

Lawrence PD Budget

1	Forensic Video Processing Software (Input Ace)	\$5,335.00
2	Forensic Video Processing Software (Amp5)	\$4,938.00
3	Adobe Photoshop	\$1,000.00
4	1 Forensic Computer (Phone Processing)	\$2,500.00
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Douglas County Budget

1	Forensic Computer	\$5,000.00
2	Forensic Computer Software	\$3,000.00
3	New Phone Processing Software (Cellebrite 4PC)	\$6,400.00
4	Digital Forensic Training	<u>\$2,980.50</u>
	Total	\$17,380.50

Total Budget

Lawrence Police Department	\$17,380.50
<u>Douglas County Sheriff's Office</u>	<u>\$17,380.50</u>
Total Budget	\$34,761.00

Grant Amount	\$34,761.00
---------------------	--------------------

No Similar Grant Applications

The City of Lawrence nor does Douglas County, have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation. There are not pending grant applications that cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Memorandum

City of Lawrence

City Attorney's Office

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

FROM: R. Scott Wagner, Management Analyst

CC: Toni Wheeler, City Attorney
Randy Larkin, Senior Assistant City Attorney
Ernie Shaw, Interim Director Parks & Recreation
Scott McCullough, Director – Planning & Development Services
Thomas M. Markus, City Manager

DATE: June 21, 2016

RE: Baldwin Creek Trail Project

Project Description

A Federal Recreational Trails Program grant was awarded to the Parks & Recreation Department to assist in funding a .7-mile recreation path which will start at Rock Chalk Park and heads northeast along the Baldwin Creek until it meets Queens Road. The construction bid for this project was awarded at the March 29, 2016 City Commission meeting.

Property Acquisition

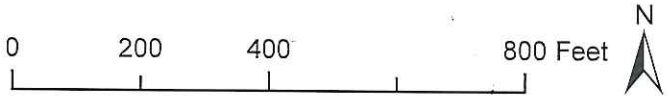
In order to construct the trail, two easements that were originally obtained in 2007 with the installation of the Baldwin Creek sanitary sewer interceptor project, are being modified (Finney Map, Compton Farms Map). The two property owners have executed revised pedestrian and recreation path easements (see attached map – Book 1135, Page 2062 and Book 1135, Page 2066). On March 29, 2016 authorization for the City to file a vacation petition with the county to vacate the prior pedestrian and recreation path easements on these two tracts was granted. The sanitary sewer portion of the 2007 easements will remain and will not be vacated (see attached map). The City filed the attached vacation Petition with the county on May 23, 2016. The vacation hearing will be held before the Board of Douglas County Commissioners at their regularly scheduled meeting on July 6, 2016 at 4 p.m. Pursuant to K.S.A. 58-2613, notice was provided to the City Commission at its June 6, 2016 meeting which also authorized notice to be provided to the planning commission. The planning commission received notice of this vacation hearing at their June 20, 2016 meeting.

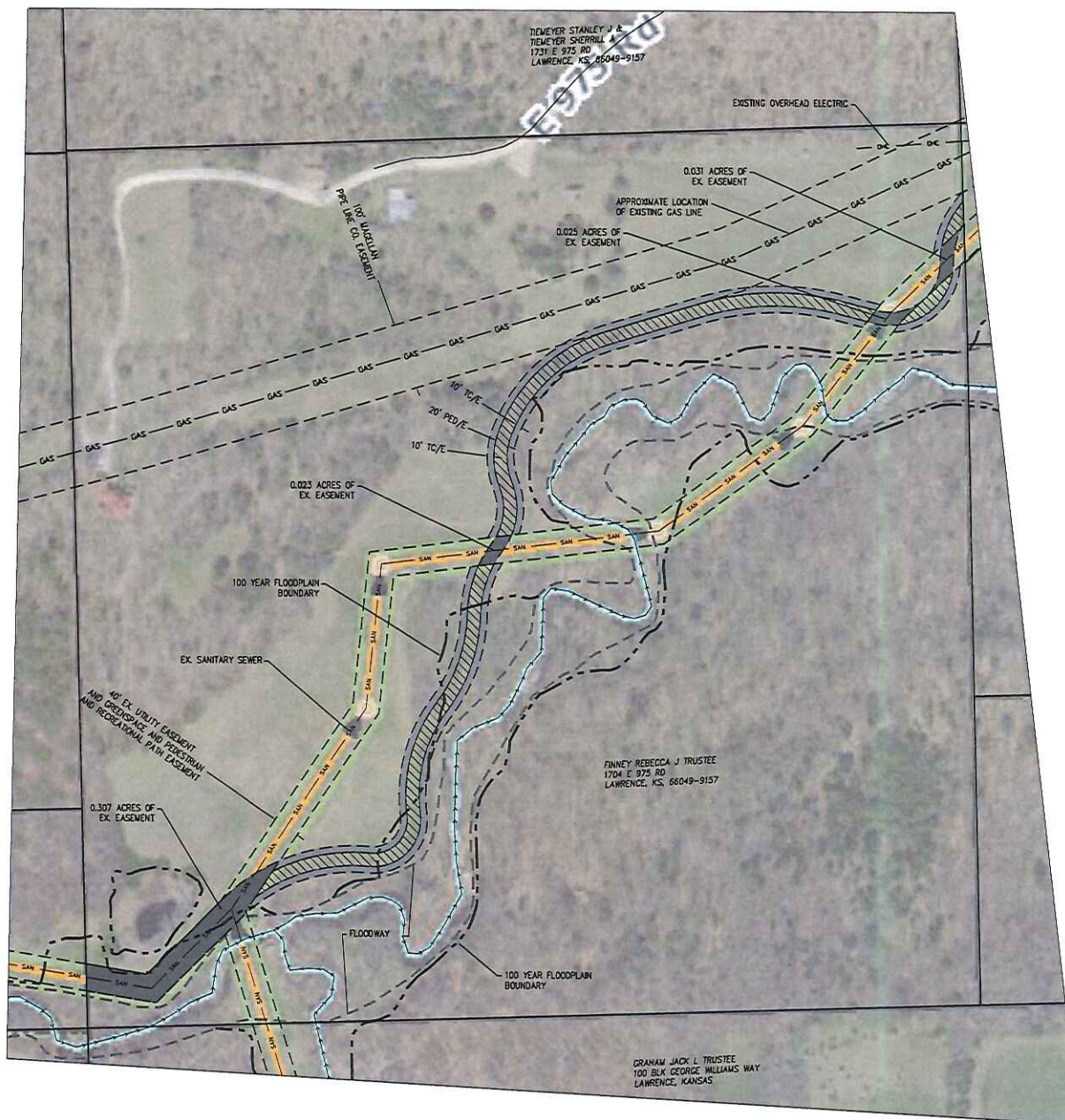
Action Requested

Adopt the Order of Vacation to vacate certain Greenspace, Pedestrian and Recreational Path Easements on tracts owned by Rebecca J. Finney, Trustee and Compton Farms, LLC., retaining the permanent utility easement portion of said easements.

NW Rock Chalk Trail

New Permanent Greenspace and Pedestrian and Recreational Path Easements





Easement Areas

-  Proposed 20' Permanent Pedestrian Easement (PED/E): 39,204 sq. ft. = 0.900 ac.
-  Proposed 10' Each Side Temporary Construction Easement (TC/E): 31,601 sq. ft. = 0.725 ac.
-  Existing U/E and PED/E area within Proposed Alignment: 16,699 sq. ft. = 0.383 ac.

Legend

-  Overhead Electric
-  Underground Gas
-  Sanitary Sewer



Sheet	Revision	Description
1		

Project Name	Baldwin Creek Trail
Location	Lawrence, KS
Client	General Logistics - Finney Property
Drawn by	AD
Checked by	AD
Scale	As Shown
Date	02/20/23



User Name: Scott Wagner

Date and Time: 24 May 2016 9:30 a.m. EDT

Job Number: 32814946

Document(1)

1. [K.S.A. § 58-2613](#)

Client/Matter: -None-

[K.S.A. § 58-2613](#)

This document is current through chapters 1-53, 58-65, 67-69, 72-73, 77, 79-81 of the 2016 Regular Session

[LexisNexis® Kansas Annotated Statutes](#) > [Chapter 58. Personal and Real Property](#) > [Article 26. Townsites, Lots and Platted Lands](#) > [Vacation of Platted Lands](#)

58-2613. Vacation of certain plats, streets, easements or reservations; petition; hearing.

Whenever the owners of any tract or part of a tract of land which has been platted as an addition or subdivision or adjoins on both sides of any street, alley, public easement, or public reservation, or part thereof, and which lies wholly outside the limits of any incorporated city or within the limits of an incorporated city which has had no governing body for 10 years or more desire to have the same vacated, shall file a petition with the board of county commissioners of the county in which the land is located or with the planning commission of such county, describing the plat, street, alley, public easement or reservation, including dedicated building setback lines or access control proposed to be vacated and praying for the vacation described. Upon the filing of the petition, the board of county commissioners or the planning commission shall fix a time for the hearing of the petition and shall give notice of the hearing by publication in the official county paper. Such notice shall be published at least one time at least 20 days prior to the date of the hearing.

If the land is located within an area which is subject to the subdivision regulations of any city, notice of the hearing shall also be given to the governing body and planning commission of such city.

History

L. 1949, ch. 223, § 1; L. 1967, ch. 306, § 1; L. 1981, ch. 173, § 66; [L. 1997, ch. 147, § 6](#); May 1.

Annotations

LexisNexis® Notes

Opinion Notes

OPINIONS OF ATTORNEY GENERAL

1. Personal and Real Property—Townsites, Lots and Platted Lands—Effect of Vacating Certain Plats, ATTORNEY GENERAL OPINION No. 81-29, [1981 Kan. AG LEXIS 259](#).
2. Cities and Municipalities — Plats of Cities and Townsites; Title to Lands Platted as Public Squares; Responsibility of County Concerning Such Lands, ATTORNEY GENERAL OPINION No. 83-179, [1983 Kan. AG LEXIS 6](#).
3. Roads and Bridges; Roads — General Provisions — Petition for Vacating Roads; Vacation in Certain Counties Without Petition, ATTORNEY GENERAL OPINION No. 94-145, [1994 Kan. AG LEXIS 145](#).

Research References & Practice Aids

Hierarchy Notes:

[K.S.A. Ch. 58, Art. 26](#)

[K.S.A. Ch. 58, Art. 26, \[Undesignated\]](#)

State Notes

Research References & Practice Aids

Research and Practice Aids:

Municipal Corporations § 41.

C.J.S. Municipal Corporations §§ 83, 84.

Law Review and Bar Journal References:

Survey of Kansas law on real and personal property (1965-1969), 18 K.L.R. 427, 430 (1970).

LexisNexis® Kansas Annotated Statutes

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58-2613
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF THAT CERTAIN PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH EASEMENT LOCATED ON, UPON, UNDER, OVER AND THROUGH PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6th P.M.; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6th P.M., ALL IN DOUGLAS COUNTY, KANSAS

NOTICE OF HEARING

THE STATE OF KANSAS TO ALL PERSONS WHO ARE OR MAY BE CONCERNED:

Take notice that on the 6th day of July, 2016, at 4 o'clock p.m. or as soon thereafter as the matter can be heard, the Board of County Commissioners of Douglas County, Kansas, will convene in the Commission Room located on the second floor of the Douglas County, Kansas, Court House, located at Eleventh and Massachusetts Street, Lawrence, Kansas, for the purpose of conducting a hearing on the petition of The City of Lawrence, Kansas, Compton Farms LLC by: Douglas J. Compton, manager, and Rebecca J. Finney, Trustee of the Rebecca J. Finney Revocable Trust, dated March 26, 1993. Wherein prayer is made to vacate that certain Permanent Greenspace and Pedestrian and Recreational Path Easement which was created as a part of the Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement, set forth in Exhibits "A" and "B" to the petition filed herein, and particularly described as follows:

Tract "A"

A strip of land 40 feet wide in the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southeast Quarter; thence along the east line of said Southeast Quarter on an assumed bearing of S01°45'02"E, 696.84 feet to the Point of Beginning of said centerline; thence S63°06'22"W, 80.78 feet; thence S64°53'40"W, 420.00 feet; thence S22°58'26"W, 305.00 feet; thence S48°42'49"W, 229.76 feet to a point on the south line of the Northeast Quarter of said Southeast Quarter 763.50 feet west of the Southeast Corner of said Northeast Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the south and east lines of said Northeast Quarter; except existing East 1000 Road right-of-way from said strip.

The above described strip contains 39,908 square feet, more or less; and

Tract "B"

A strip of land 40 feet wide in the Southwest Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southwest Quarter, thence along the east line of the Southwest Quarter on an assumed bearing of S01°57'59"E, 183.31 feet to the Point of Beginning of said centerline; (Course One) thence S46°09'24"W, 150.79 feet; (Course Two) thence S37°18'33"W, 220.00 feet; (Course Three) thence S53°15'03"W, 270.00 feet; (Course Four) thence S83°03'23"W, 420.00 feet; (Course Five) thence S05°40'19"W, 220.00 feet; (Course Six) thence S33°39'13"W, 365.00 feet; (Course Seven) thence S44°54'18"W, 170.00 feet; (Course Eight) thence N80°58'01"W, 98.32 feet to a point on the west line of said Southwest Quarter 76.14 feet north of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the east and west line of said Southwest Quarter; together with:

A strip of land 40 feet wide in the Southwest Quarter of said Southeast Quarter, said strip lying 20 feet on each side of a sanitary sewer pipeline as laid, said centerline described as follows:

Beginning at the point of termination of Course Six as described above; thence S16°59'27"E, 180.26 feet to a point on the south line of said Southwest Quarter 267.90 feet east of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at said south line and at the easterly line of the above described strip.

The above described strips together contain 1,903 acres, more or less.

The petitioners also have, as a part of the prayer of their petition, prayed that the Permanent Utility Easement portion of the above-described Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement be retained and not vacated.

That said petition been filed in the office of the County Clerk of Douglas County, Kansas, and has been referred to the Board of County Commissioners of Douglas County, Kansas, for hearing and determination. That at said time and place all interested persons can appear and be heard under said petition.

Rebecca J. Finney
Revocable Trust
Dated March 26, 1993

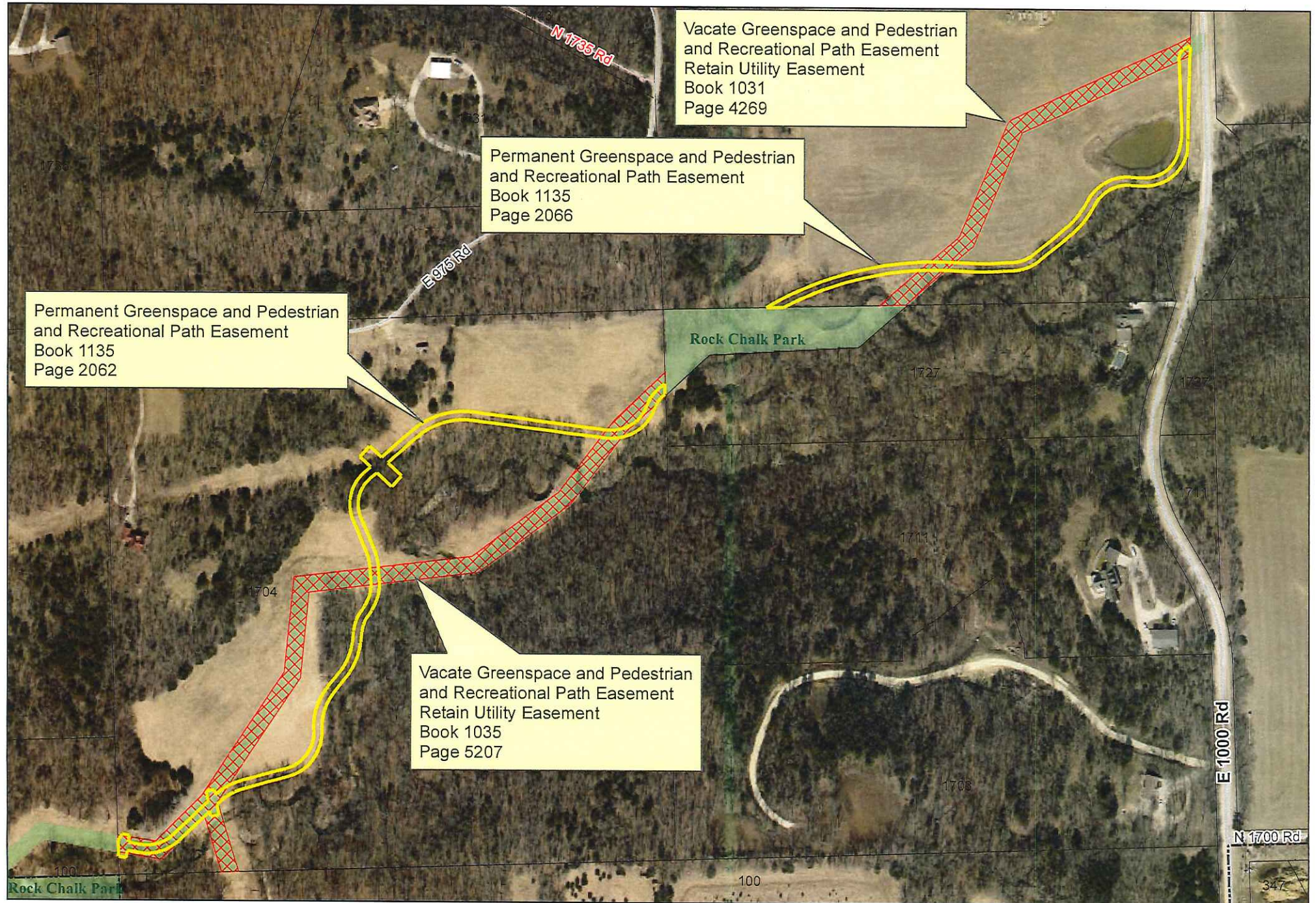
Compton Farms LLC
Douglas J. Compton, Manager

City of Lawrence, Kansas
a Municipal Corporation

NW Rock Chalk Trail

New Permanent Greenspace and Pedestrian and Recreational Path Easements

0 200 400 800 Feet



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

IN THE MATTER OF THE VACATION OF THAT CERTAIN
PERMANENT GREENSPACE AND PEDESTRIAN AND
RECREATIONAL PATH EASEMENT LOCATED ON, UPON,
UNDER, OVER AND THROUGH PORTIONS OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE
6th P.M.; AND THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12
SOUTH, RANGE 19 EAST OF THE 6th P.M., ALL IN DOUGLAS
COUNTY, KANSAS

ORDER OF VACATION

NOW ON THIS 6th day of July, 2016, the above-entitled matter comes on for hearing before the Board of County Commissioners of Douglas County, Kansas, upon the petition of Rebecca J. Finney, Trustee of Rebecca J. Finney Revocable Trust dated March 26, 1993, Compton Farms, LLC, and the City of Lawrence, Kansas, a municipal corporation.

THEREUPON the Board examines the file, hears the comments on the Petition and being duly advised in the premises, find as follows:

1. That the Board of County Commissioners of Douglas County, Kansas, has jurisdiction over the subject matter of said Petition, pursuant to K.S.A 58-2613, et seq.
2. That the Notice of Hearing on said Petition and the Publisher's Affidavit of Publication thereof, together with the Affidavit of Mailing such notice, are examined and found to have been duly made in strict conformity with the laws of the State of Kansas.
3. That the public will suffer no loss or inconvenience and that no private rights will be injured or endangered by such vacation.

4. That no written objection to said Petition has been filed with the County Clerk at the time of prior to this hearing, nor has anyone appeared in person by counsel in opposition to said petition.

5. That the public will suffer no loss or inconvenience by said vacation and that in justice to the Petitioners the prayer of their Petition should be and the same is hereby granted.

6. That there shall be reserved unto Douglas County, Kansas, the City of Lawrence, Kansas, and the owners of any lesser property rights for all public service utilities, rights of way and easements for all public service facilities now in existence and use.

7. That the County Clerk shall file with the Office of the register of deeds of Douglas County, Kansas, a certified copy of the order as entered on the record of proceedings of the board, as provided by K.S.A 58-2614.

8. That the permanent utility easement which is a part of the Permanent Utility Easement and Greenspace and Pedestrian and Recreational Path Easements as set forth in Exhibits "A" (Recorded at Book 1035, Page 5207 with the Douglas County Register of Deeds) and "B" (Recorded at Book 1031, Page 4269) with the Douglas County Register of Deeds) to the Petition filed herein shall remain in full force and effect, notwithstanding the vacation of the Permanent Greenspace and Pedestrian and Recreational Path Easement.

9. That the costs of the proceedings, including publication and recoding costs shall be paid by the City of Lawrence, Kansas.

IT IS THEREFORE BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, considered and ordered that the Greenspace and Pedestrian and Recreational Path Easements which are a part of the following described Permanent Utility Easement and Greenspace and Pedestrian and Recreational Path Easements, to-wit:

Tract "A"

A strip of land 40 feet wide in the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southeast Quarter; thence along the east line of said Southeast Quarter on an assumed bearing of S01°45'02"E, 696.84 feet to the Point of Beginning of said centerline; thence S63°06'22"W, 80.78 feet; thence S64°53'40"W, 420.00 feet; thence S22°58'26"W, 305.00 feet; thence S48°42'49"W, 229.76 feet to a point on the south line of the Northeast Quarter of said Southeast Quarter 763.50 feet west of the Southeast Corner of said Northeast Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the south and east lines of said Northeast Quarter; except existing East 1000 Road right-of-way from said strip.

The above described strip contains 39,908 square feet, more or less; and

Tract "B"

A strip of land 40 feet wide in the Southwest Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southwest Quarter, thence along the east line of the Southwest Quarter on an assumed bearing of S01°57'59"E, 183.31 feet to the Point of Beginning of said centerline; (Course One) thence S46°09'24"W, 150.79 feet; (Course Two) thence S37°18'33"W, 220.00 feet; (Course Three) thence S53°15'03"W, 270.00 feet; (Course Four) thence S83°03'23"W, 420.00 feet; (Course Five) thence S05°40'19"W, 220.00 feet; (Course Six) thence S33°39'13"W, 365.00 feet; (Course Seven) thence S44°54'18"W, 170.00 feet; (Course Eight) thence N80°58'01"W, 98.32 feet to a point on the west line of said Southwest Quarter 76.14 feet north of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the east and west line of said Southwest Quarter; together with:

A strip of land 40 feet wide in the Southwest Quarter of said Southeast Quarter, said strip lying 20 feet on each side of a sanitary sewer pipeline as laid, said centerline described as follows:

Beginning at the point of termination of Course Six as described above; thence S16°59'27"E, 180.26 feet to a point on the south line of said Southwest Quarter 267.90 feet east of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at said south line and at the easterly line of the above described strip.

The above described strips together contain 1.903 acres, more or less;

be vacated, subject however to the reservation unto Douglas County, Kansas, the City of Lawrence, Kansas and the owners of any lesser property rights for all public service utilities, including sanitary sewer use, rights-of-way and easements for public service facilities now in existence and use; and

IT IS FURTHER ORDERED that the Permanent Utility Easements described in said Tracts "A" and "B" shall remain in full force and effect, notwithstanding the vacation of the Greenspace and Pedestrian and Recreational Path Easements described in Tracts "A" and "B".

ADOPTED by the Board of County Commissioners of Douglas County, Kansas, this ____ day of July, 2016.

Jim Flory
Chair

Mike Gaughan
Commissioner

Nancy Thellman
Commissioner

ATTEST:

Jameson D. Shew
County Clerk

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

IN THE MATTER OF THE VACATION OF THAT CERTAIN
PERMANENT GREENSPACE AND PEDESTRIAN AND
RECREATIONAL PATH EASEMENT LOCATED ON, UPON,
UNDER, OVER AND THROUGH PORTIONS OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE
6th P.M.; AND THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12
SOUTH, RANGE 19 EAST OF THE 6th P.M., ALL IN DOUGLAS
COUNTY, KANSAS

RECEIVED
DOUGLAS COUNTY CLERK
LAWRENCE, KANSAS
2016 MAY 23 PM 3 45

PETITION

COMES NOW, the undersigned and petition the Board of County Commissioners of Douglas County, Kansas, for an order vacating the Permanent Greenspace and Pedestrian and Recreational Path Easement which was created as a part of that Certain Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement dated April 15, 2008, and recorded in Book 1035, Page 5207, Office of the Register of Deeds, Douglas County, Kansas, a copy of the amendment being attached hereto as Exhibit "A" together with that certain Permanent Utility Easement and Permanence Greenspace and Pedestrian and Recreational Path Easement dated December 18, 2007, and recorded January 4, 2008, in Book 1031, Page 4269, Office of the Register of Deeds, Douglas County, Kansas, a copy of which is attached hereto as Exhibit "B".

IN SUPPORT OF THEIR PETITION, the undersigned state and allege as follows;

1. That the petitioners, other than the City of Lawrence, Kansas, are the fee owners of the real estate located in Douglas County, Kansas, upon which, and adjacent on both sides to, those portions of the Permanent Utility Easements and Permanent Greenspace and Pedestrian and Recreational Path Easements sought to be vacated are located. That the

petitioner, City of Lawrence, Kansas, was, and so remains, the Grantee of the easements described in Exhibits "A" and "B", hereto.

2. That the Permanent Utility Easements, which are a part of the Permanent Utility Easements and Permanent Greenspace and Pedestrian and Recreational Path Easements, Exhibits "A" and "B" hereto, are to remain in full force and effect, notwithstanding the vacation of the Permanent Greenspace and Pedestrian and Recreational Path Easement.

3. That this petition is made pursuant to the authority of K.S.A 58-2613, et seq.,

4. That no private rights will be injured or endangered by such vacation.

5. That the public will suffer no loss or inconvenience by said vacation.

6. That the Order of Vacation should reserve unto Douglas County, Kansas the City of Lawrence, Kansas, and the owners of any lesser property rights for all public service utilities, right-of-ways and easements for all public service facilities now in existence and use.

WHEREFORE, the petitioners pray that the Board of County Commissioners of Douglas County, Kansas, after due and legal notice and a public hearing, order the vacation of that certain Permanent Greenspace and Pedestrian and recreational Path Easement which was created as a part of the Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement, Exhibits "A" and "B" hereto, and described as follows, to-wit;

Tract "A"

A strip of land 40 feet wide in the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southeast Quarter; thence along the east line of said Southeast Quarter on an assumed bearing of S01°45'02"E, 696.84 feet to the Point of Beginning of said centerline; thence S63°06'22"W, 80.78 feet; thence S64°53'40"W, 420.00 feet; thence S22°58'26"W, 305.00 feet; thence S48°42'49"W, 229.76 feet to a point on the south line of the Northeast Quarter of said Southeast Quarter 763.50 feet

west of the Southeast Corner of said Northeast Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the south and east lines of said Northeast Quarter; except existing East 1000 Road right-of-way from said strip.

The above described strip contains 39,908 square feet, more or less.

Tract "B"

A strip of land 40 feet wide in the Southwest Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southwest Quarter, thence along the east line of the Southwest Quarter on an assumed bearing of S01°57'59"E, 183.31 feet to the Point of Beginning of said centerline; (Course One) thence S46°09'24"W, 150.79 feet; (Course Two) thence S37°18'33"W, 220.00 feet; (Course Three) thence S53°15'03"W, 270.00 feet; (Course Four) thence S83°03'23"W, 420.00 feet; (Course Five) thence S05°40'19"W, 220.00 feet; (Course Six) thence S33°39'13"W, 365.00 feet; (Course Seven) thence S44°54'18"W, 170.00 feet; (Course Eight) thence N80°58'01"W, 98.32 feet to a point on the west line of said Southwest Quarter 76.14 feet north of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the east and west line of said Southwest Quarter; together with:

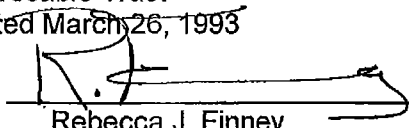
A strip of land 40 feet wide in the Southwest Quarter of said Southeast Quarter, said strip lying 20 feet on each side of a sanitary sewer pipeline as laid, said centerline described as follows:

Beginning at the point of termination of Course Six as described above; thence S16°59'27"E, 180.26 feet to a point on the south line of said Southwest Quarter 267.90 feet east of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at said south line and at the easterly line of the above described strip.

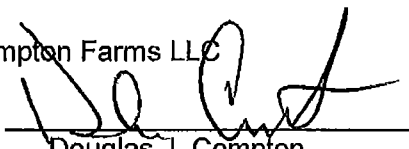
The above described strips together contain 1.903 acres, more or less.

It is further prayed that the Permanent Utility Easement portion of the above-described Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement, set forth and described in Exhibits "A" and "B" hereto, remain in full force and effect, notwithstanding, the vacation of the Permanent Greenspace and Pedestrian and Recreational Path Easement.

Rebecca J. Finney
Revocable Trust
Dated March 26, 1993

By: 
Rebecca J. Finney

Compton Farms LLC

By: 
Douglas J. Compton,
Manager

City of Lawrence, Kansas
a Municipal Corporation

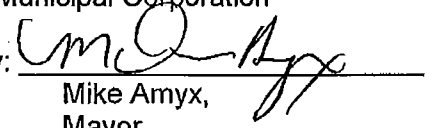
By: 
Mike Amyx,
Mayor

Exhibit A

AMENDED PERMANENT UTILITY EASEMENT
AND
PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH
EASEMENT

THIS CONVEYANCE is made this 15th day of April, 2008, by and between Rebecca J. Finney, Trustee of the Rebecca J. Finney Revocable Trust dated March 26, 1993, (hereinafter "Grantor"), and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Grantee") for the purpose of amending the legal description of the Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement recorded at the Douglas County, Kansas, Register of Deeds at Book 1032 and Page 0516.

WITNESSETH, that Grantor, for and in consideration of the sum of \$1 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, and by these presents hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and its successors and assigns, a Permanent Utility Easement and a Permanent Greenspace and Pedestrian and Recreational Path Easement over, upon, across and below the surface of the following described real property:

See Exhibit "A", which is attached hereto and incorporated by reference.

For purposes of this conveyance, the term "Permanent Utility Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for the location, construction, reconstruction, expansion, repair, maintenance, operation and use of a public sanitary sewer collection and main system, City of Lawrence water utility lines, stormwater facilities and structures, and City of Lawrence underground data and communication lines, and all necessary above and below ground ancillary fixtures and equipment as may be necessary for the operation and maintenance of such facilities."

For purposes of this conveyance, the term "Permanent Greenspace and Pedestrian and Recreational Path Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for public recreational activities including, but not limited to, biking, hiking, running, and walking, and for the preservation of the natural environment and habitat. Grantee reserves the right to locate, construct, reconstruct, expand, repair, maintain and operate a permanent, biking, hiking, running or walking trail or path with all necessary ancillary facilities and accommodations including a recreational path and all other uses appurtenant thereto. Public access for motorized vehicles shall be prohibited except for authorized emergency vehicles and as permitted by Grantee." Notwithstanding the foregoing to the contrary, Grantee agrees that no part of the easement shall be improved with pavement or impervious or common sidewalk materials, including, without limitation, concrete and asphalt, without Grantor's prior written consent.

Grantor, their successors or assigns, shall not erect any permanent structures within said easement area, including, but not limited to sheds, outbuildings, barns, fences or any other encroachment, without the express written permission of the Grantee, except for the Access Road (defined below) across the easement area as more fully set forth in this Agreement.

Grantor, their successors or assigns, shall not clear cut, excavate, harvest for timber or remove trees and riparian habitat or make improvements to any water tributaries or stream crossings within said easement without the express written permission of the Grantee.

Grantor reserves the right to fully use and enjoy the land within the easement, provided that such use shall not unreasonably interfere with or jeopardize the rights conveyed to Grantee herein. Notwithstanding the foregoing to the contrary, Grantor hereby reserves the right of free and unimpeded access across the easement area granted under this Agreement to and from Grantor's land on both sides of the easement area. Furthermore, Grantor hereby reserves the right to construct one or more driveways or roadways or streets (collectively, the "Access Road") across the easement area to provide for such access with the consent of the Grantee, which consent shall not be unreasonably withheld. For purposes of the foregoing sentence, the City's consent shall be deemed to be unreasonably withheld if the City makes any requirement that (i) increases the cost to Grantor in constructing the Access Road or (ii) makes the location or use of the Access Road impractical or inconvenient to the Grantor. The parties acknowledge that the foregoing items shall not be deemed to be exclusive, as there may be other ways in which the City's withholding of consent may be deemed to be or found to be unreasonable. Grantor reserves the right to construct, maintain, replace and improve such Access Road with gravel, concrete, asphalt or other common roadway surface materials. Grantor's reserved rights shall at all times, be construed as appurtenant to the land, run with the land, and be for the joint and nonexclusive use and benefit of the owner or owners of Grantor's land, and their successors, assigns, tenants, employees, agents, contractors, and invitees and all persons claiming by, through, or under them.

Grantee shall save and hold harmless, defend and indemnify the Grantor, their legal representatives, heirs, successors, assigns, servants and agents from any loss, cost and expense, including attorney fees, which Grantor incurs arising from suits, claims, actions, liabilities, damages, judgments and causes of action of any kind or nature arising from or attributed to either (i) Grantee's breach of this Agreement, or (ii) the negligence of the Grantee or its officials, officers, directors, shareholders, employees, agents, sub-contractors, or servants or invitees occurring on the easement, provided however, that Grantee shall not be liable to Grantor for losses, costs or expenses caused by, arising out of or attributed to the negligence of the Grantor. Said indemnification shall be limited to the purposes, rights and uses granted pursuant to said easement and for the duration of the term of the Easement.

Grantor and Grantee reserve the right to vacate said Easement with the platting of Grantor's property.

Grantee shall be obligated, at the City's cost and expense, to maintain the easement area in good condition, including without limitation, the trimming of trees and vegetation, removal of all natural debris and removal of all litter, paper, debris and refuse to the extent reasonable to keep the easement area and Grantor's adjacent land in clean and orderly condition. If Grantee installs or places trash receptacles in the easement area, Grantee shall have the obligation to regularly empty such receptacles to prevent the spillage of litter and waste on the easement area and Grantor's adjacent land. Grantee further agrees to adequately mark the easement area to indicate the limits of the easement area and Grantor's adjacent land, and such markings shall be regularly maintained so they are visible at all times by the persons using the easement area.

This conveyance and the easement granted under this Agreement shall be strictly limited to and for the purposes expressly provided in this Agreement and may not be expanded without the prior written consent of Grantor.

This conveyance shall be permanent, shall run with the land, and shall be binding upon Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has set its hand the day and year first above written.

[Remainder of page intentionally blank. Signatures on following pages.]



20-12-19 SE
Douglas County Register of Deeds
Book: 1035 Page: 5207

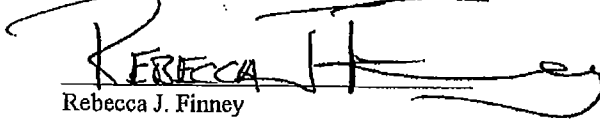
Receipt #: 381570
Pages Recorded: 7
Cashier Initials: rec

Recording Fee: \$32.00
Authorized By: *Kay Pearson*

Date Recorded: 1/25/2008 8:49:11 AM



GRANTOR:



Rebecca J. Finney

Trustee of the Rebecca J. Finney Revocable Trust dated March 26, 1993

ACKNOWLEDGMENT

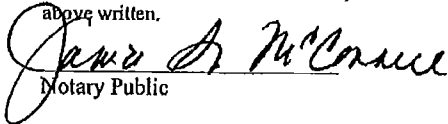
STATE OF KANSAS

)
) ss.
)

COUNTY OF DOUGLAS

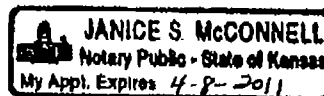
BE IT REMEMBERED that on this 15th day of April, 2008, before me, the undersigned, a notary public in and for the county and state aforesaid, came Rebecca J. Finney who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

My appointment expires:

April 8, 2011



GRANTEE:

THE CITY OF LAWRENCE, KANSAS

Signature:

By:

Title:

[Signature]

DAVID L. CORLISS

CITY MANAGER

ACKNOWLEDGMENT

STATE OF KANSAS

)
) SS
)

COUNTY OF DOUGLAS

BE IT REMEMBERED that on this 24 day of April, 2008 before me, the undersigned, a notary public in and for the county and state aforesaid came, David L. Corliss, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public

My appointment expires: April 18, 2012



Exhibit "A"

Legal Description of Real Property Subject to the Amended Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement:

A strip of land 40 feet wide in the Southwest Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

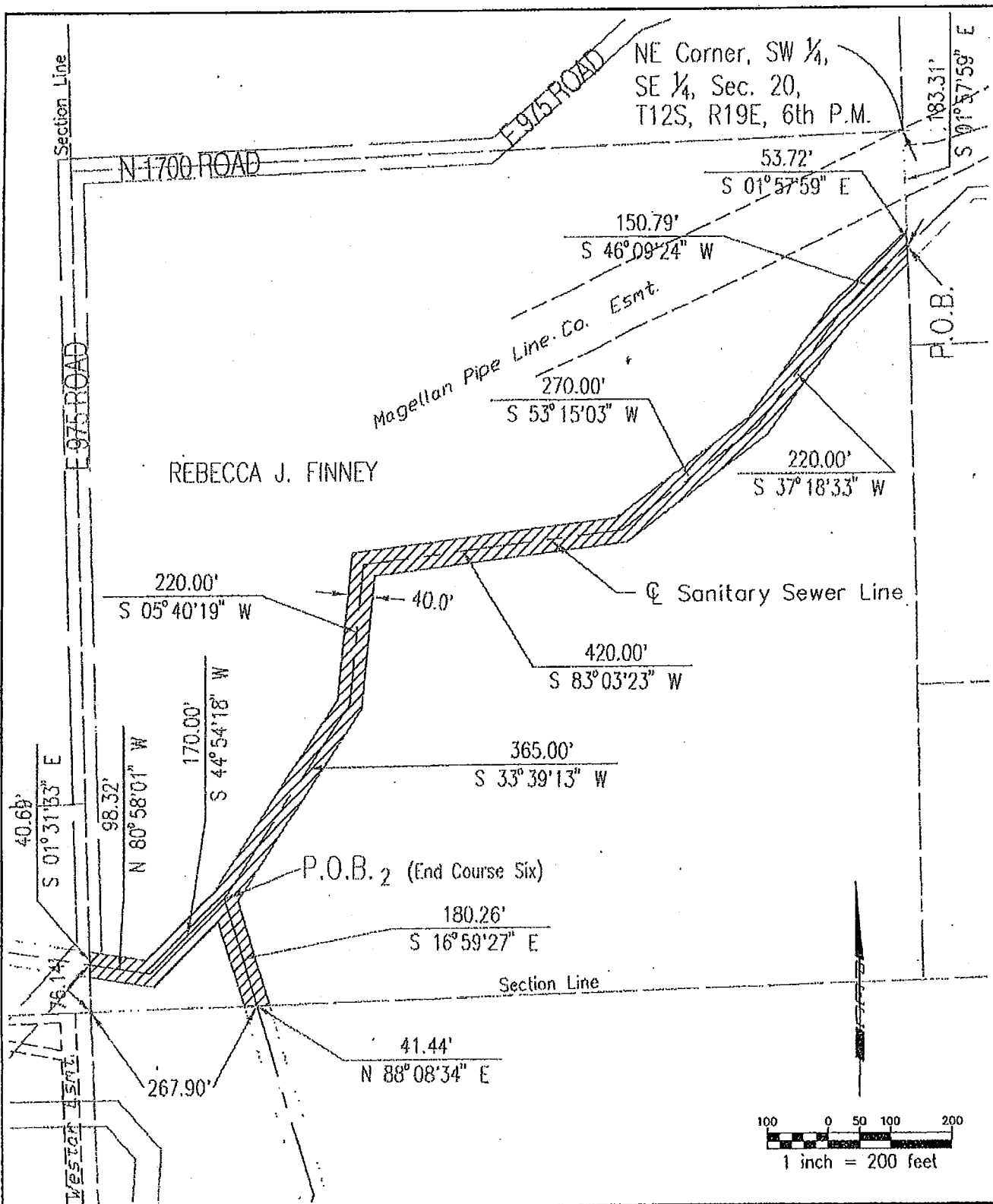
Commencing at the Northeast Corner of said Southwest Quarter; thence along the east line of the Southwest Quarter on an assumed bearing of S01°57'59"E, 183.31 feet to the Point of Beginning of said centerline; (Course One) thence S46°09'24"W, 150.79 feet; (Course Two) thence S37°18'33"W, 220.00 feet; (Course Three) thence S53°15'03"W, 270.00 feet; (Course Four) thence S83°03'23"W, 420.00 feet; (Course Five) thence S05°40'19"W, 220.00 feet; (Course Six) thence S33°39'13"W, 365.00 feet; (Course Seven) thence S44°54'18"W, 170.00 feet; (Course Eight) thence N80°58'01"W, 98.32 feet to a point on the west line of said Southwest Quarter 76.14 feet north of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the east and west line of said Southwest Quarter.

TOGETHER WITH

A strip of land 40 feet wide in the Southwest Quarter of said Southeast Quarter, said strip lying 20 feet on each side of a sanitary sewer pipeline as laid, said centerline described as follows:

Beginning at the point of termination of Course Six as described above; thence S16°59'27"E, 180.26 feet to a point on the south line of said Southwest Quarter 267.90 feet east of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at said south line and at the easterly line of the above described strip.

The above described strips together contain 1.903 acres, more or less.



Professional Engineering Consultants, P.A.
 1263 SW. TOPEKA BLVD. • TOPEKA, KANSAS 66612
 785-233-8300 • FAX 785-233-8855

PERMANENT SANITARY SEWER EASEMENT
 FINNEY PROPERTY

EXHIBIT "A"

Survey of
 Sanitary Sewer Line
 on the
 REBECCA J. FINNEY PROPERTY

**PERMANENT UTILITY EASEMENT
AND
PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH
EASEMENT**

THIS CONVEYANCE is made this 18th day of December 2007, by and between Douglas J. Compton and Lara C. Compton, husband and wife, (hereinafter "Grantor"), and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of \$1 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, and by these presents hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and its successors and assigns, a Permanent Utility Easement and a Permanent Greenspace Easement over, upon, across and below the surface of the following described real property:

See Exhibit "A", which is attached hereto and incorporated by reference.

For purposes of this conveyance, the term "Permanent Utility Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for the location, construction, reconstruction, expansion, repair, maintenance, operation and use of a public sanitary sewer collection and main system, City of Lawrence water utility lines, stormwater facilities and structures, and City of Lawrence underground data and communication lines, and all necessary above and below ground ancillary fixtures and equipment as may be necessary for the operation and maintenance of such facilities."

For purposes of this conveyance, the term "Permanent Greenspace and Pedestrian and Recreational Path Easement" shall mean "an easement without expiration over, across, above, below, and upon the surface of the described lands for public recreational activities including, but not limited to, biking, hiking, running, and walking, and for the preservation of the natural environment and habitat. Grantee reserves the right to locate, construct, reconstruct, expand, repair, maintain and operate a permanent, biking, hiking, running or walking trail or path with all necessary ancillary facilities and accommodations including a sidewalk, recreational path and all other uses appurtenant thereto. Public access for motor vehicles shall be prohibited except for authorized emergency vehicles and as permitted by Grantee."

Grantor, their successors or assigns, shall not erect any permanent structures within said easement area, including, but not limited to sheds, outbuildings, barns, fences or any other encroachment, without the express written permission of the Grantee.

Grantor, their successors or assigns, shall not clear cut, excavate, harvest for timber or remove trees and riparian habitat or make improvements to any water tributaries or stream crossings within said easement without the express written permission of the Grantee.

Grantor reserves the right to fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the rights conveyed to Grantee herein.

This conveyance shall be permanent, shall run with the land, and shall be binding upon Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has set its hand the day and year first above written.

[Remainder of page intentionally blank. Signatures on following pages.]

GRANTOR:

Douglas J. Compton

Lara C. Compton

ACKNOWLEDGMENT



STATE OF Kansas)
) ss.
COUNTY OF Douglas)

BE IT REMEMBERED that on this 18 day of December, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came Douglas J. Compton and Lara C. Compton who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Carol Meiners
Notary Public

My appointment expires: 4-18-2010

20-12-19 SE



Douglas County Register of Deeds
Book: 1031 Page: 4269

Receipt #: 381282
Pages Recorded: 5
Cashier Initials: rec

Recording Fee: \$24.00
Authorized By: Kay Parnell

Date Recorded: 1/4/2008 8:52:58 AM



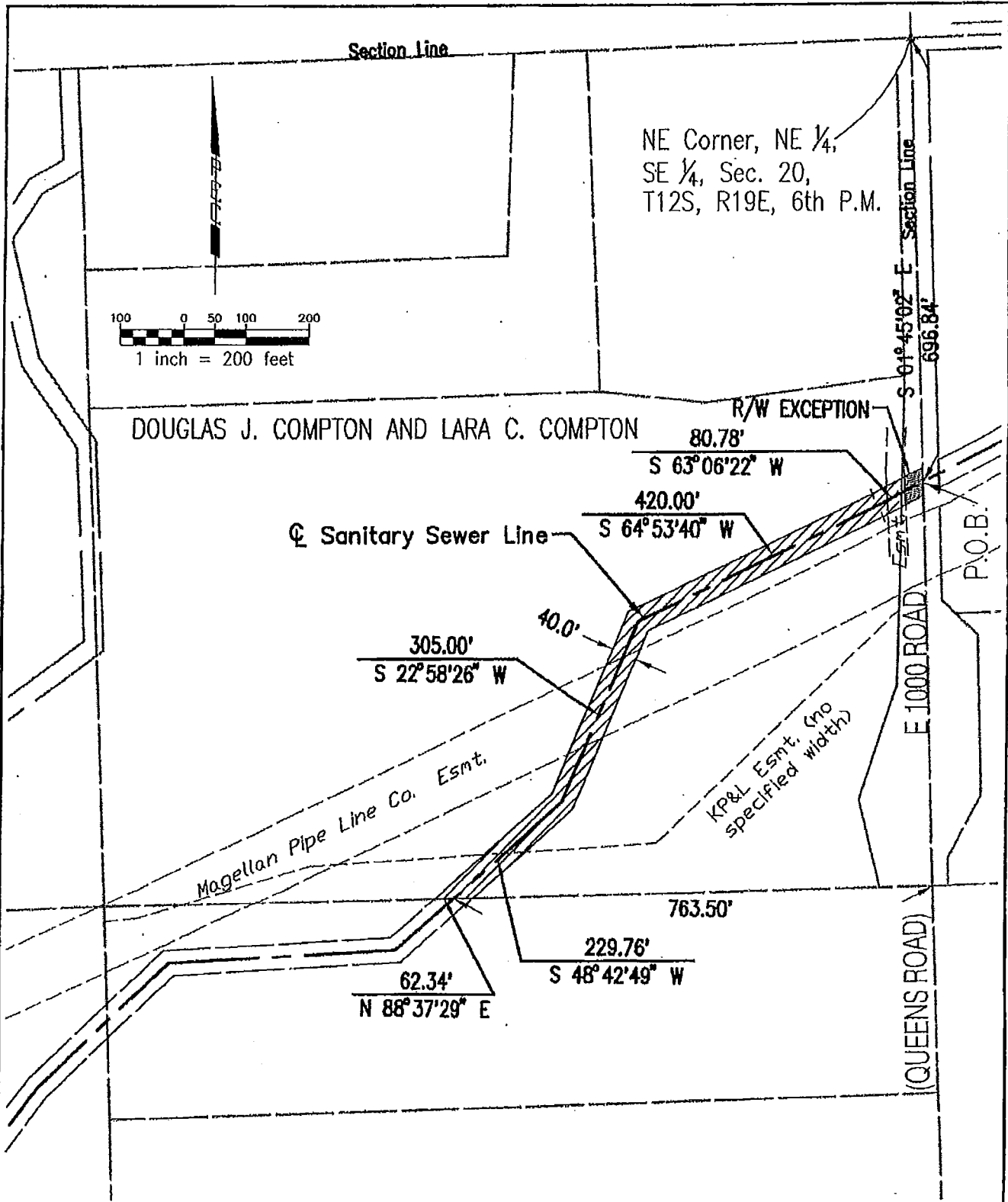
Exhibit "A"

Legal Description of Real Property Subject to Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement:

A strip of land 40 feet wide in the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southeast Quarter; thence along the east line of said Southeast Quarter on an assumed bearing of $S01^{\circ}45'02''E$, 696.84 feet to the Point of Beginning of said centerline; thence $S63^{\circ}06'22''W$, 80.78 feet; thence $S64^{\circ}53'40''W$, 420.00 feet; thence $S22^{\circ}58'26''W$, 305.00 feet; thence $S48^{\circ}42'49''W$, 229.76 feet to a point on the south line of the Northeast Quarter of said Southeast Quarter 763.50 feet west of the Southeast Corner of said Northeast Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the south and east lines of said Northeast Quarter; except existing East 1000 Road right-of-way from said strip.

The above described strip contains 39,908 square feet, more or less.



Professional Engineering Consultants, P.A.
1263 SW. TOPEKA BLVD. • TOPEKA, KANSAS 66612
785-233-8300 • FAX 785-233-8853

PERMANENT SANITARY SEWER EASEMENT
COMPTON PROPERTY

EXHIBIT "A"

Prepared for
CITY OF LAWRENCE
DOUGLAS COUNTY, KANSAS

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

IN THE MATTER OF THE VACATION OF THAT CERTAIN
PERMANENT GREENSPACE AND PEDESTRIAN AND
RECREATIONAL PATH EASEMENT LOCATED ON,
UPON, UNDER, OVER AND THROUGH PORTIONS OF
THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH,
RANGE 19 EAST OF THE 6th P.M.; AND THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION
20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6th
P.M., ALL IN DOUGLAS COUNTY, KANSAS

RECEIVED
DOUGLAS COUNTY CLERK
LAWRENCE, KANSAS
2016 JUN 8 PM 1 52

Petition of Rebecca J. Finney, Trustee of Rebecca J. Finney Revocable Trust dated March 26, 1993, Compton Farms, LLC, and the City of Lawrence, Kansas, filed May 23, 2016 with the Douglas County Clerk.

AFFIDAVIT OF SERVICE

State of Kansas)
 :ss
County of Douglas)

R. Scott Wagner, of lawful age, being first duly sworn on this 8th day of June, 2016, on his oath state:

That he is a Management Analyst for the Petitioner, City of Lawrence, Kansas, a municipal corporation, that he served a copy of the attached Notice of Hearing on the 8th day of June, 2016, and more than twenty (20) days prior to the date scheduled for the Hearing of the Petition filed herein, addressed to the following:

Name: Clay Britton (Chair)

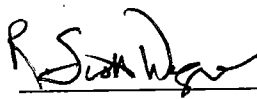
Address: Lawrence-Douglas County Planning
Commission

6th E 6th Street, City Hall

Lawrence, KS 66044

Such person being the only person or entity required to be served pursuant to K.S.A. 58-2613.

Further Affiant Saith Not.


R. Scott Wagner

ACKNOWLEDGMENT

STATE OF KANSAS)

:SS

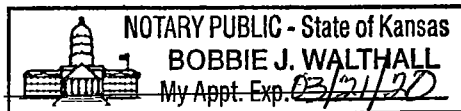
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 8th day of June, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid came R. Scott Wagner, acting on behalf of the City of Lawrence, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Bobbie J. Walthall
Notary Public

My Commission Expires:



Affidavit in Proof of Publication

STATE OF KANSAS
Douglas County

(First published in the Lawrence Daily Journal- World
June 1, 2016)

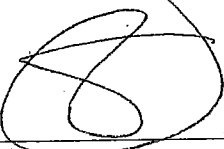
Shanice Varnado of the Legal Dept. of the Lawrence Daily Journal-World being first duly sworn, deposes and says:

That this daily newspaper printed in the State of Kansas, and published in and of general circulation in Douglas County, Kansas, with a general paid circulation on a daily basis in Douglas County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Lawrence Daily Journal-World

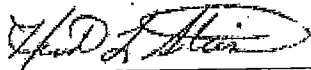
Said newspaper is published daily 365 days a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice and been admitted at the post office of Lawrence in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive days/weeks the first publication thereof being made as aforesaid on 06/01/2016 with publications being made on the following dates:

06/01/2016



Subscribed and sworn to before me this



Notary Public

My Appointment expires: March 15, 2019

Notary And Affidavit	\$0.00
Additional Copies	\$0.00
Publication Charges	\$283.32
	<u>\$283.32</u>

58-2613
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF THAT CERTAIN PERMANENT GREENSPACE AND PEDESTRIAN AND RECREATIONAL PATH EASEMENT LOCATED ON, UPON, UNDER, OVER AND THROUGH PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6th P.M.; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE 6th P.M., ALL IN DOUGLAS COUNTY, KANSAS

NOTICE OF HEARING

THE STATE OF KANSAS TO ALL PERSONS WHO ARE OR MAY BE CONCERNED:

Take notice that on the 6th day of July, 2016, at 4 o'clock p.m. or as soon thereafter as the matter can be heard, the Board of County Commissioners of Douglas County, Kansas, will convene in the Commission Room located on the second floor of the Douglas County, Kansas, Court House, located at Eleventh and Massachusetts Street, Lawrence, Kansas, for the purpose of conducting a hearing on the petition of The City of Lawrence, Kansas, Compton Farms LLC by: Douglas J. Compton, manager, and Rebecca J. Finney, Trustee of the Rebecca J. Finney Revocable Trust, dated March 26, 1993. Wherein prayer is made to vacate that certain Permanent Greenspace and Pedestrian and Recreational Path Easement which was created as a part of the Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement, set forth in Exhibits "A" and "B" to the petition filed herein, and particularly described as follows:

Tract "A"

A strip of land 40 feet wide in the Northeast Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southeast Quarter; thence along the east line of said Southeast Quarter on an assumed bearing of S01°45'02"E, 696.84 feet to the Point of Beginning of said centerline; thence S63°06'22"W, 80.78 feet; thence S64°53'40"W, 420.00 feet; thence S22°58'26"W, 305.00 feet; thence S48°42'49"W, 229.76 feet to a point on the south line of the Northeast Quarter of said Southeast Quarter 763.50 feet west of the Southeast Corner of said Northeast Quarter and being the point of termination of said cen-



Affidavit in Proof of Publication

STATE OF KANSAS

Douglas County

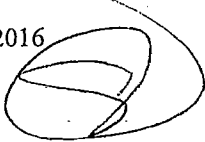
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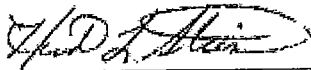
Said newspaper is published daily 365 days a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice and been admitted at the post office of Lawrence in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive days/weeks the first publication thereof being made as aforesaid on 06/01/2016 with publications being made on the following dates:

06/01/2016



Subscribed and sworn to before me this



Notary Public

My Appointment expires: March 15, 2019

Notary And Affidavit	\$0.00
Additional Copies	\$0.00
Publication Charges	\$283.32
	<u>\$283.32</u>

terline; the sidelines of said strip being extended or shortened to terminate at the south and east lines of said Northeast Quarter; except existing East 1000 Road right-of-way from said strip.

The above described strip contains 39,908 square feet, more or less; and

Tract "B"

A strip of land 40 feet wide in the Southwest Quarter of the Southeast Quarter of Section 20, Township 12 South, Range 19 East of the Sixth Principal Meridian, Douglas County, Kansas, said strip lying 20 feet on each side of the centerline of a sanitary sewer pipeline as laid, said centerline described as follows:

Commencing at the Northeast Corner of said Southwest Quarter, thence along the east line of the Southwest Quarter on an assumed bearing of S01°57'59"E, 183.31 feet to the Point of Beginning of said centerline; (Course One) thence S46°09'24"W, 150.79 feet; (Course Two) thence S37°18'33"W, 220.00 feet; (Course Three) thence S53°15'03"W, 270.00 feet; (Course Four) thence S83°03'23"W, 420.00 feet; (Course Five) thence S05°40'19"W, 220.00 feet; (Course Six) thence S33°39'13"W, 365.00 feet; (Course Seven) thence S44°54'18"W, 170.00 feet; (Course Eight) thence N80°58'01"W, 98.32 feet to a point on the west line of said Southwest Quarter 76.14 feet north of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at the east and west line of said Southwest Quarter; together with;

A strip of land 40 feet wide in the Southwest Quarter of said Southeast Quarter, said strip lying 20 feet on each side of a sanitary sewer pipeline as laid, said centerline described as follows:

Beginning at the point of termination of Course Six as described above; thence S16°59'27"E, 180.26 feet to a point on the south line of said Southwest Quarter 267.90 feet east of the Southwest Corner of said Southwest Quarter and being the point of termination of said centerline; the sidelines of said strip being extended or shortened to terminate at said south line and at the easterly line of the above described strip.

The above described strips together contain 1.903 acres, more or less.

The petitioners also have, as a part of the prayer of their petition, prayed that the Permanent Utility Easement portion of the above-described Permanent Utility Easement and Permanent Greenspace and Pedestrian and Recreational Path Easement be retained and not vacated.

That said petition been filed in the office of the County Clerk of Douglas County, Kansas, and has been referred



Affidavit in Proof of Publication

STATE OF KANSAS
Douglas County

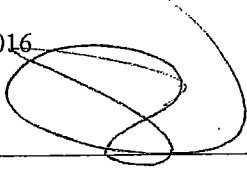
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That this daily newspaper printed in the State of Kansas, and published in and of general circulation in Douglas County, Kansas, with a general paid circulation on a daily basis in Douglas County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Lawrence Daily Journal-World

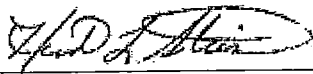
Said newspaper is published daily 365 days a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice and been admitted at the post office of Lawrence in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive days/weeks the first publication thereof being made as aforesaid on 06/01/2016 with publications being made on the following dates:

06/01/2016



Subscribed and sworn to before me this



Notary Public

My Appointment expires: March 15, 2019

Notary And Affidavit	\$0.00
Additional Copies	\$0.00
Publication Charges	\$283.32
	<u>\$283.32</u>

to the Board of County Commissioners of Douglas County, Kansas, for hearing and determination. That at said time and place all interested persons can appear and be heard under said petition.

Rebecca J. Finney
Revocable Trust
Dated March 26, 1993

Compton Farms LLC
Douglas J. Compton, Manager

City of Lawrence, Kansas
a Municipal Corporation



PLANNING COMMISSION REPORT
Regular Agenda –Public Hearing Item

PC Staff Report
6/20/16

ITEM NO. 5 CONDITIONAL USE PERMIT; CLEAN RUBBLE LANDFILL; 1736 E 1550 ROAD

CUP-16-00105: Consider a Conditional Use Permit for clean rubble landfill, on approximately 40 acres located at 1736 E 1550 Rd. Submitted by Grob Engineering Services, LLC, for Nunemaker-Ross, Inc., property owner of record. *Deferred by the Planning Commission on May 23, 2016 at the property owner's request.*

STAFF RECOMMENDATION: Staff recommends approval of the CUP request for a clean rubble landfill at 1736 E 1550 Road subject to the following conditions:

1. Truck traffic associated with this use is not permitted on City streets except to access that portion of 9th Street as part of the following approved route: Hwy 40/59 – Hwy 24/40 – E 1600 Rd – N 1650 Rd – N 9th Street
2. Only 'Clean Rubble' shall be used to fill the Borrow Pit. 'Clean Rubble' shall be defined using the Kansas Department of Health and Environment's definition as follows: *"....the following types of construction and demolition waste: concrete and concrete products including reinforcing steel, asphalt pavement, brick, rock and uncontaminated soil as defined in rules and regulations adopted by the secretary."*
3. When the Borrow Pit has been filled as shown on the plan, top soil shall be applied and the property seeded with brome or fescue type grasses. Top soil application and seeding shall be completed within 1 year following the completion of filling and grading activities on the site.
4. The Conditional Use Permit shall expire 5 years after the date of the Board of County Commissioners approval. The approval may be extended by the County Commission if a written request showing good cause is submitted prior to the expiration date.
5. Submittal of a revised plan which lists Conditions 1-4 above as the Conditions and Restrictions of Use.

Reason for Request: *"The owner would like to fill a depressed area where soil had previously been removed."*

KEY POINTS

- The property had been used as a borrow pit for improvements to I-70 from 2009 through 2010.
- A borrow pit is classified as a *Mining and Excavation* use and requires approval of a Conditional Use Permit (CUP); however, a CUP was not obtained for this borrow pit. A borrow pit CUP would have included measures for the reclamation of the pit and noted whether it would be converted into a pond or filled. In the absence of a CUP for the borrow pit, the addition of fill to the site will be processed as a landfill.
- The Zoning Regulations contain a list of land uses which are allowed with a Conditional Use Permit. Uses which are similar in nature and operational characteristics to the listed uses are generally included as a conditional use under that classification, even though they vary from the listed use. The landfill use proposed is most similar to the Conditional Use classification of a *'Sanitary Landfill'*.

- The subject property contains approximately 40 acres. With this CUP, clean rubble fill would be placed on approximately 4.95 acres of the subject property.

OTHER ACTION REQUIRED

- Approval of the Conditional Use application and plan by the Board of County Commissioners.
- Applicant shall obtain a permit for the Conditional Use from the Zoning and Codes Office prior to commencing the use.

PUBLIC COMMENT

- No public comment was received prior to printing this report.

GENERAL INFORMATION

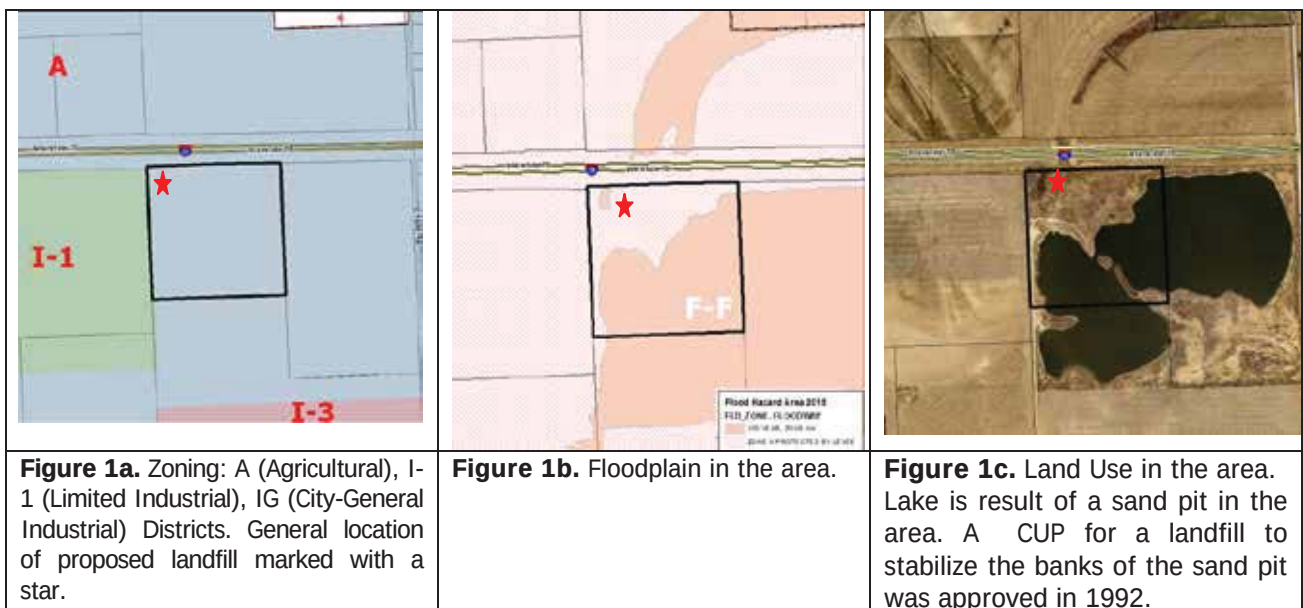
Current Zoning and Land Use: A (County-Agricultural) District with F-F (County-Floodway Fringe Overlay) District; *Residential Detached Dwelling* and a lake which resulted from a sand pit. A CUP for the stabilization of the sand pit banks was approved in 1992.

Surrounding Zoning and Land Use: (Figure 1)

To the north: A (Agricultural) District with F-F (Floodway Fringe) Overlay District / and IG (City-General Industrial) District; I-70 Highway and right-of-way adjacent to the property. North of the highway: *Agriculture, Residential Detached Dwelling*, and the municipal airport in the City IG District. To the west: I-1 (Limited Industrial) District; *Agriculture*.

To the south: A (Agricultural) and I-3 (Heavy Industrial) Districts with F-F (Floodway Fringe) and F-W (Floodway) Overlay Districts; *Agriculture* and *Residential Detached Dwelling*.

To the east: A (County-Agricultural) District with F-F (Floodway Fringe) Overlay District; *Agriculture* and a lake resulting from sand pit.



Summary of Request

The subject property at 1736 E 1550 Road, approximately 40 acres, contains a depression of approximately 5 acres that was the result of a borrow pit for I-70 improvements in 2009 through 2010, a residence, several accessory structures, and a portion of a large lake which was developed with the reclamation of a sand pit. (Figure 2) The borrow pit operated without the required Conditional Use Permit; therefore, reclamation was not addressed. Reclamation of the pit through filling requires approval of a Conditional Use Permit. Adding clean rubble to the site to fill the borrow pit has been determined to be similar in nature and operational characteristics to the Conditional Use '*Sanitary Landfill*' which is listed in Section 12-319-4 of the Zoning Regulations as a use which may be approved in any district in which it is not permitted as a Conditional Use. The CUP is strictly for the addition of fill to the abandoned borrow pit.



Figure 2. Aerial of subject property with general area of landfill circled.

CONDITIONAL USES:

The following proposed use is permitted in the A District when approved with a Conditional Use Permit, as noted below:

12-319-4.12 Sanitary Landfill

The proposed conditional use has been reviewed with the following criteria provided in Section 12-319-1.02 of the Zoning Regulations:

I. ZONING AND USES OF PROPERTY NEARBY

Nearby property is zoned A (Agricultural), I-1 (Limited Industrial), I-3 (Heavy Industrial), and F-F (Floodway Fringe Overlay) Districts and is used primarily for *Agriculture, Residential Detached Dwellings* and contains a large lake. This lake was created with the reclamation of a sand pit which was in operation prior to the adoption of the 1966 Zoning Regulations.

Staff Finding – Surrounding land uses are predominantly agricultural in nature. Open space is available in the area in the form of a large lake. The proposed Conditional Use should be compatible with the zoning and uses in the area.

II. CHARACTER OF THE AREA

The property is located within the Urban Growth Area of the City of Lawrence and is approximately one-half mile north of the city limits. The area is bounded on the north by Interstate 70, on the south by the railroad, on the west by E 1500 Road (N 7th Street) and on the east by the boundary of the Urban Growth Area. The subject property is located on the north boundary of this area which includes a mix of urban residential, commercial and industrial land uses within the City limits and primarily agricultural or rural residential land uses in the rural area.

Staff Finding – The area is predominately agricultural in character but contains urban uses to the west and southwest within the city limits.

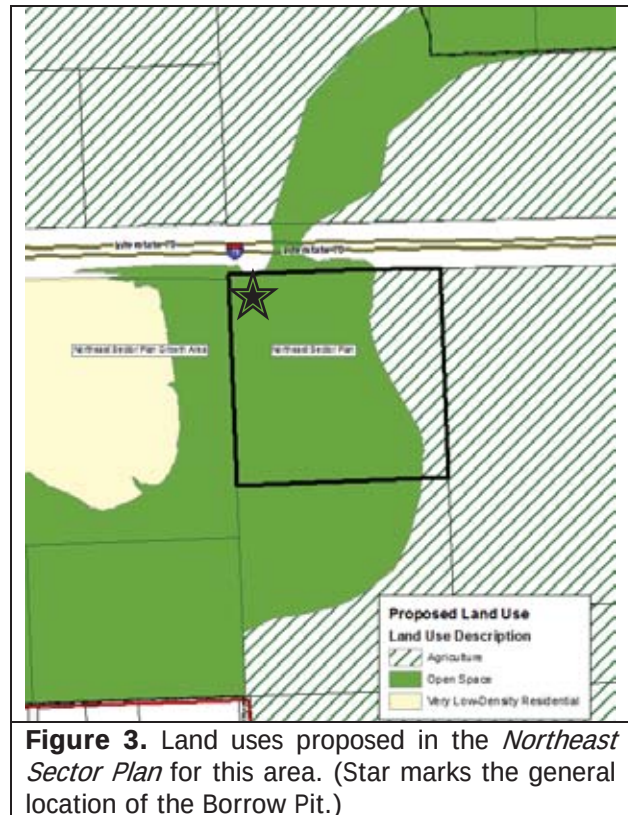
III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's Response:

"The depressed area is not uniform in shape to hold a sustainable pool of water and thus allow weeds to grow without a good means of keeping the area mowed. Property could remain as is, but not desirable."

The subject property is zoned A (Agricultural). Uses allowed in the A District include: farms, truck gardens, orchards, or nurseries for the growing or propagation of plants, trees and shrubs in addition other types of open land uses. It also includes residential detached dwellings, churches, hospitals and clinics for large and small animals, commercial dog kennels, and rural home occupations.

A lake covers the majority of the property leaving land along the west boundary and in the northwest portion of the parcel. The abandoned borrow pit creates an uneven area in the northwest portion that is not usable for agriculture. The applicant noted that the grade change makes it difficult to maintain the property. Filling this area and grading and seeding it will make it more suitable for use. The approved plan for the area, the *Northeast Sector Plan* recommends open space uses for this area. (Figure 3)



Staff Finding – The property is not well suited for the uses to which it is restricted with the A district due to the large lake on the property and the uneven terrain caused by the abandoned borrow pit. Filling the borrow pit and seeding it will result in an area that is suitable for uses permitted within the A District as well as the open space use recommended in the *Northeast Sector Plan*.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

Staff Finding – The property is not vacant. The Douglas County Appraiser's records indicate that the residence on the property was built in 1997. A sand pit which operated on this property to facilitate the paving of I-70 before the adoption of the Zoning Regulations in 1966 was reclaimed as a large lake.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant's Response:

"The removal of restrictions should have minimal affect on nearby property as the owner owns the property on 2 sides and the Kansas Turnpike Authority owns the property on the other 2 sides."

Section 12-319-1.01 of the County Zoning Regulations recognize that *"certain uses may be desirable when located in the community, but that these uses may be incompatible with other*

uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited."

The proposed CUP will allow a landfill use for the reclamation of a Borrow Pit. The Borrow Pit, if properly permitted, would have included a reclamation plan. Reclamation typically includes the development of a pond or filling of the depression. When filling is proposed, it is important to determine the type of fill that will be utilized and to consider the impacts of the truck traffic on properties along the delivery route. Filling the pit will result in a more level grade that will facilitate mowing and other maintenance activities, as well as preventing standing water.

The application notes that this will be a clean rubble fill. KDHE provides the following definition: "Clean rubble means the following types of construction and demolition waste: concrete and concrete products including reinforcing steel, asphalt pavement, brick, rock and uncontaminated soil as defined in rules and regulations adopted by the secretary." This restriction on the type of fill should be included with the CUP as a condition.

The activity associated with the filling of the borrow pit would be trucks accessing the site to dump the clean rubble and heavy equipment to move the fill into place and to grade the site. The noise associated with this heavy equipment should not impact nearby properties as they are in agricultural use, with the exception of Interstate 70 to the north. No exterior lighting is being proposed. Truck traffic to and from the site could impact residents along the truck route. The application notes that truck traffic will utilize the following route to access the property: N 2nd Street/Hwy 40/59 then east on Lyon Street or Locust Street, then north on E 1550 Road/N 9th Street. (Figure 4)

The applicant estimated that it would take 1,500 to 2,000 truckloads to fill the pit. The owner will not be paying for fill material so it will be delivered when contractors choose to deposit. Traffic to the site will vary with construction activity; there could be 30 to 40 trucks a day to the site, and then weeks with none. E 1550 Road/N 9th Street is gated approximately 188 ft north of the intersection with Lyon Street (Figure 4). Loads would be delivered by appointment only.

The City Public Works Director indicated that the city streets proposed for a route to the landfill were not designed to accommodate heavy truck traffic. He noted the standard route for trucks with destinations outside the City limits (Figure 5) should be used to access the facility and that large trucks are permitted to use local streets only to access the highway system.



Figure 4. Proposed truck route shown with red arrows. Dotted lines show route past the gate on E 1550 Road. White line is a gate on E 1550 Road/N 9th Street.

The Grant Township Trustee indicated the truck route was acceptable and that a maintenance fee would not be required with the additional traffic. He noted that it is Grant Township's policy that when chip and seal roads are damaged they are replaced with gravel.

Conditional Uses are typically required to be administratively reviewed by the Zoning and Codes Office every 5 years to insure compliance with the standards of the Conditional Use Permit. Expiration dates are often applied to Conditional Uses so they may be re-evaluated to determine if they remain compatible with the development in the area. The landfill is compatible with the current development, but may become incompatible as the area develops further. A five-year expiration period is recommended as that matches the time frame the applicant estimates for the filling of the pit. The Commission could extend the approval, if necessary, provided the applicant provides a written request showing good cause prior to the expiration date.



Figure 5. Route for trucks accessing and leaving the facility.

Staff Finding – The heavy equipment and earthwork required for the landfill are not expected to have negative impacts on nearby properties as a lake and I-70 are neighbors on 2 sides and other nearby properties are in agricultural production. The truck traffic to and from the site could negatively impact the uses along the truck route and the roads themselves if a large number of trucks would access the site daily. Heavy truck traffic is restricted to the highways within the City of Lawrence and may use city streets only to access the nearest highway. It would be necessary to use E 1600 Road and N 9th Street to access the facility and the Grant Township Trustee and the City of Lawrence Public Works Director have approved the use of these roads for this use. The landfill is expected to be temporary and a five year expiration period is recommended.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant's Response:

"The depressed area is not uniform in shape to hold a sustainable pool of water and thus allows weeds to grow and provides breeding ground for mosquitoes and is somewhat unsightly. Clean rubble fill will not destroy the value of the owner's land nor any adjoining land."

Approval of the request for the Conditional Use would allow the abandoned borrow pit to be filled and reclaimed to a more level grade. Denial of the request would not allow the pit to be reclaimed so it would remain uneven which leaves it relatively unusable for the property owner.

Denial of the request would benefit the public in that it would prevent the additional truck traffic along E 1600 Road, a fairly narrow township road (Figure 6).

Staff Finding – In staff’s opinion, the gain to the public health, safety, and welfare by the denial of the request for the Conditional Use for the reclamation of the borrow pit, a landfill use, would be the prevention of heavy truck traffic on E 1600 Road. The damage of the heavy truck traffic could be mitigated if the property owner executes a maintenance agreement with the township; however, the narrowness of the road could present a safety issue. The hardship to the property owner of denial would be that the borrow pit could not be reclaimed.



Figure 6. E 1600 Road, between I-70 and the subject property. (Google Maps)

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant’s Response:

“Generally filling on property is not outlined in the Comprehensive Plan. As the property is not a solid waste landfill, it complies with the Comprehensive Plan.”

An evaluation of the conformance of a Conditional Use Permit request with the comprehensive plan is based on the strategies, goals, policies and recommendations contained within *Horizon 2020*. The comprehensive plan does not directly address Conditional Use Permits; however it does contain recommendations for properties within the Urban Growth Area in Chapter 4, Growth Management. The plan recommends that the Urban Growth Area not be developed to urban densities until infrastructure is in place and recommends that developing properties be annexed.

Specific plans are incorporated into *Horizon 2020* in Chapter 14. The subject property is located within the planning boundary of the *Northeast Sector Plan*, approved in 2012. The plan recommends that this property be used as Open Space. The filling of the borrow pit would create a more even terrain which could make the property more usable as Open Space.

Staff Finding –The proposed Conditional Use is in compliance with recommendations in the Comprehensive plan regarding development within the *Northeast Sector Plan*.

CUP PLAN REVIEW

Height, Area, and Density Standards: No new buildings are being proposed.

Parking and Access: There is no parking associated with the use. The trucks will deliver the fill and leave. Access is provided from E 1550 Road, which is the extension of N 9th Street. E 1550 Road is gated approximately 190 ft north of the intersection with Lyon Street. Deliveries will be by appointment only and the property owner will open the gate to allow access to the property at those times.

Water/Sewage Management: The residence on the property is served by rural water and a septic system. No utilities are required for the proposed Conditional Use.

Screening: Screening the use is not necessary as the property is bounded on the west by agricultural land, under the same ownership, and on the east and south by a large lake. The fill area will be visible from I-70 to the north. Given the height of the highway in relation to the property, screening would be difficult to accomplish. In staff’s opinion, screening from I-70 is not

necessary based on the practical difficulties in providing screening and the fact that this is a temporary use.

Reclamation is an important component of the landfill as the application of top soil and the establishment of vegetation will return the area to a natural appearance. Top soil application, seeding, and the establishment of vegetation should be completed within 1 year following the completion of filling and grading activities on the site. This should all be completed within the five year life span of the Conditional Use Permit.

Conclusion

The Conditional Use proposed complies with the County Zoning Regulations and the land use recommendation of *Horizon 2020*. The use, as conditioned, should be compatible with the surrounding land uses.

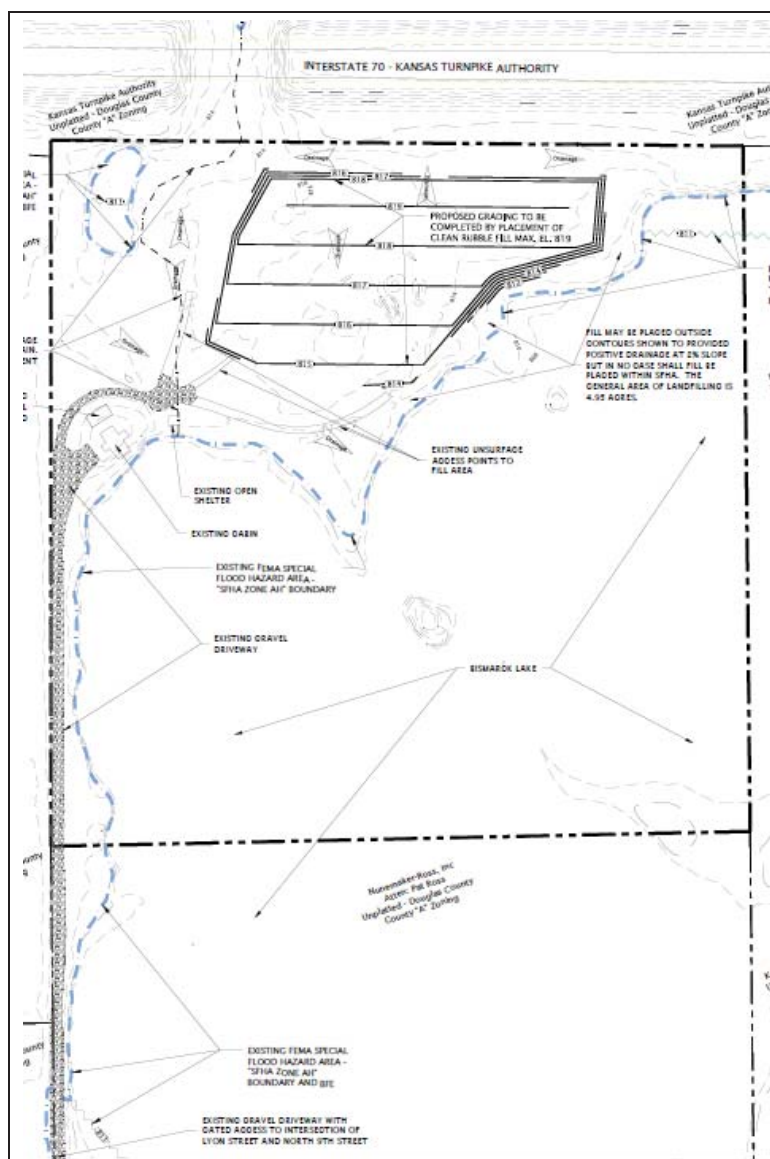
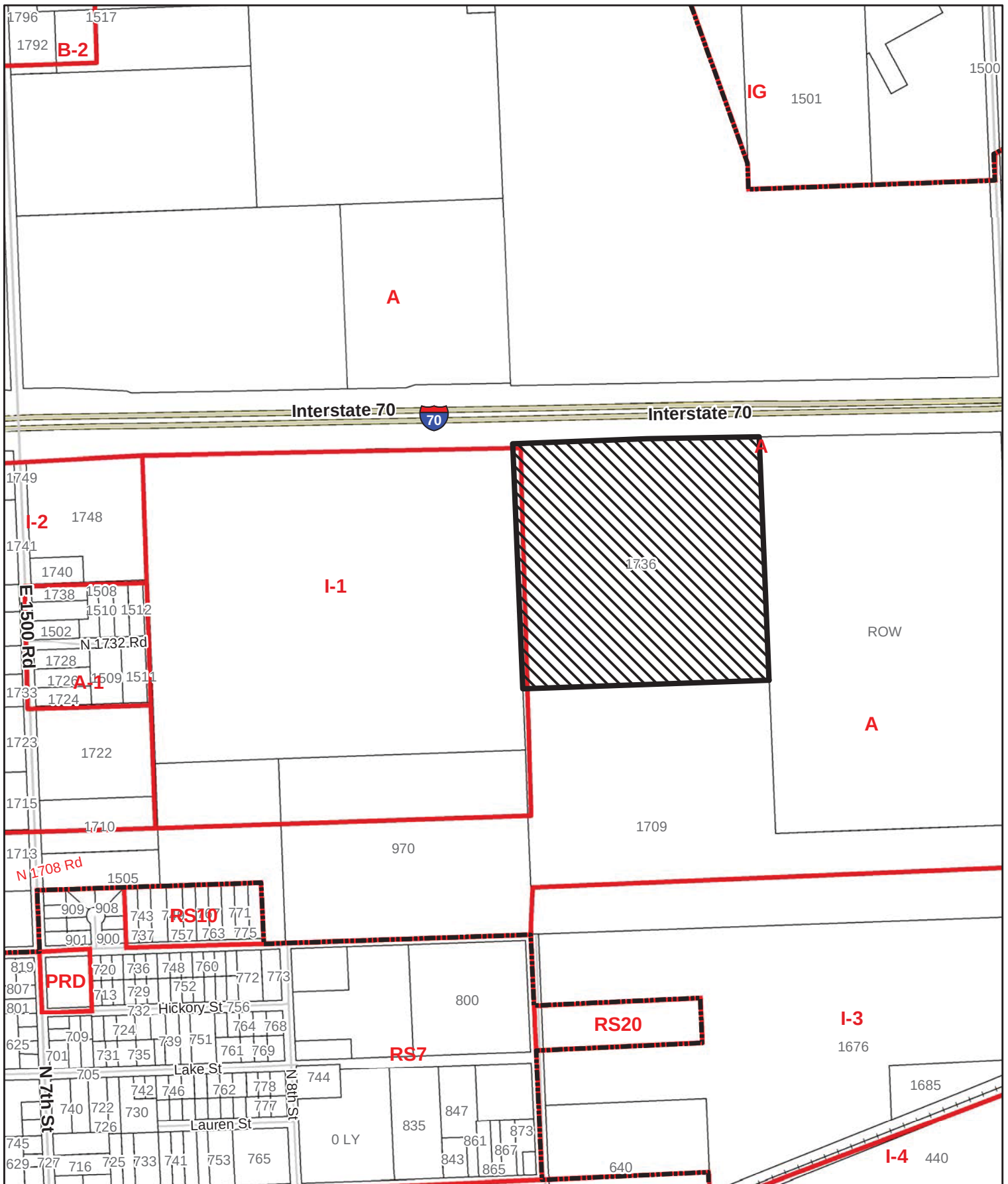


Figure 7. CUP/Site Plan showing approximate area for placement of fill.



**CUP-16-00105: Conditional Use Permit for a Clean Rubble Landfill
Located at 1736 E 1550 Road**



ITEM NO. 5 CONDITIONAL USE PERMIT; CLEAN RUBBLE FILL; 1736 E 1550 RD (MKM)

Clean Rubble Fill: **CUP-16-00105**: Consider a Conditional Use Permit for clean rubble landfill, on approximately 40 acres located at 1736 E 1550 Rd. Submitted by Grob Engineering Services, LLC, for Nunemaker-Ross, Inc., property owner of record.

STAFF PRESENTATION

Ms. Mary Miller presented the item.

APPLICANT PRESENTATION

Mr. Dean Grob, Grob Engineering, said the applicant was okay with all conditions except condition 1. He said there were no county roads to use to the site. He said clean rubble fill was not construction debris fill. He said clean rubble fill was well defined by the KDHE. He said the applicant was looking to fill the hole on the site and that this type of facility would not be a huge money maker.

PUBLIC HEARING

Mr. Ted Boyle, North Lawrence Improvement Association, expressed concern about truck traffic going through North Lawrence. He also expressed concern about clean rubble impacts to well water.

COMMISSION DISCUSSION

Commissioner von Achen asked staff to put the proposed truck route on the overhead.

Commissioner Britton asked if equipment would be stored out there.

Mr. Grob said a piece of equipment would be moved in as piles accumulated to push it down.

Commissioner Harrod asked if it was the Nunemaker-Ross family who owned the property to the south.

Mr. Grob nodded yes.

Commissioner Willey asked if the native grass had to be spelled out with the specific type. She didn't want to see it restricted unnecessarily.

Ms. Miller said the language could be changed.

Commissioner Carpenter asked about KDHE requirements for clean rubble.

Mr. Grob said there was not a permitting process. He said it was a highly visible spot so it would be difficult to bring in other material without people seeing it.

Commissioner Britton asked if safety impacts of the larger route were considered.

Ms. Miller said the main thing that staff looked at was the safety of North Lawrence residents.

Mr. McCullough said they could set up an annual joint inspection with KDHE to check the clean rubble fill.

Commissioner Struckhoff felt trucks should go around rather than thru North Lawrence. He supported condition 1.

Commissioner von Achen said all residents of North Lawrence shouldn't bear the burden of truck traffic.

Commissioner Carpetner said the truck routes in North Lawrence should be reevaluated at some point.

Britton inquired about the renewal process for the Conditional Use Permit.

Mr. McCullough said that was addressed by condition 4. He said the approval may be extended by the County Commission if a written request showing good cause was submitted prior to the expiration date.

Commissioner Culver said he was supportive of the staff recommendation.

ACTION TAKEN

Motioned by Commissioner Britton, seconded by Commissioner Struckhoff, to approve the Conditional Use Permit request for a clean rubble landfill at 1736 E 1550 Road subject to the following revised conditions: (new language is shown in **bold**):

1. Truck traffic associated with this use is not permitted on City streets except to access that portion of 9th Street as part of the following approved route: Hwy 40/59 – Hwy 24/40 – E 1600 Rd – N 1650 Rd – N 9th Street
2. Only 'Clean Rubble' shall be used to fill the Borrow Pit. 'Clean Rubble' shall be defined using the Kansas Department of Health and Environment's definition as follows: *"....the following types of construction and demolition waste: concrete and concrete products including reinforcing steel, asphalt pavement, brick, rock and uncontaminated soil as defined in rules and regulations adopted by the secretary."*
The landfill shall be reviewed annually by Planning and KDHE to insure that only clean rubble, as defined by KDHE, is being used for fill.
3. When the Borrow Pit has been filled as shown on the plan, top soil shall be applied and the property seeded with brome or fescue type grasses, **or with other seed mix approved by the NRCS (Natural Resource Conservation Service)**. Top soil application and seeding shall be completed within 1 year following the completion of filling and grading activities on the site.
4. The Conditional Use Permit shall expire 5 years after the date of the Board of County Commissioners approval. The approval may be extended by the County Commission if a written request showing good cause is submitted prior to the expiration date.
5. Submittal of a revised plan which lists Conditions 1-4 above as the Conditions and Restrictions of Use.

Mr. Grob said the County inspected the feedlot each year and that the applicant had no objection.

Unanimously approved 9-0.