

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 10, 2016

6:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders
- (b) Consider approval of Real Estate Contract with USD497 for USD497 to sell property located at 146 Maine Street and in return purchase Douglas County property located at 711 E 23rd Street (Craig Weinaug);
- (c) Consider approval of consulting contract with AJW Consulting, LLC. (Craig Weinaug);
- (d) Approval of Project Agreement with KDOT Roadside Safety Improvements on Route 458 from E 1800 to E 2000, KDOT Project No. 23 C-4857-01, DGCO Project No. 2015-17 (Keith Browning); and
- (e) Consider approval of Consent Agenda approval of construction contract for Project No. 2015-69 Bridge Deck Repair 17.82N-10.00E (Keith Browning)

REGULAR AGENDA

- (2) Public Hearing on the 2017 Budget and consider approval of a County resolution expressing the property taxation policy of the Douglas County Commission with respect to financing the annual budget for 2017.
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

THURSDAY, AUGUST 11, 2016

-9:00 a.m. – Primary Election Canvass

WEDNESDAY, AUGUST 17, 2016 – light agenda

WEDNESDAY, AUGUST 24, 2016

4:00 p.m.

- Accept the 2015 Financial Statements
- Finalize and approval 2015-2019 Capital Improvement Plan (Tentative) Sarah Plinsky/Keith Browning)
- Extension request for Conditional Use Permit, CUP-15-00229, for Burning Barrel, a specialty butcher shop (*Value Added Agriculture*) located at 292 N. 2100 Road. Mary Miller is the Planner.

WEDNESDAY, AUGUST 31, 2016

WEDNESDAY, SEPTEMBER 7, 2016

WEDNESDAY, SEPTEMBER 14, 2016 - Cancelled

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.

REAL ESTATE CONTRACT

THIS CONTRACT is made this ____ day of _____, 2016, between Board of County Commissioners of Douglas County, Kansas (“**Douglas County**” or “**Seller**”) and Unified School District 497, Douglas County, Kansas, a municipal corporation, (“**USD 497**” or “**Buyer**”) (each a “party” and, collectively, the “parties”).

WHEREAS, Douglas County desires to sell its former maintenance shop located at 711 E. 23rd Street to USD 497; and

WHEREAS, USD 497 desires to sell its maintenance shop located at 146 Maine Street to Douglas County; and

WHEREAS, the parties have agreed that Douglas County will sell 711 E. 23rd Street to USD 497 in exchange for 146 Maine Street plus \$500,000.00, subject to the terms and conditions this Contract;

NOW, THEREFORE, in consideration of the covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SELLER’S AGREEMENT TO SELL:** Subject to the terms and provisions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the “**Property**”) which is commonly known as 711 E. 23rd Street, Lawrence, Kansas:

(a) The real estate (“**Property**”) is legally described as follows:

Tract No. One (1) in South East Lawrence Suburban Acres Division in Section 7, Township 13, Range 20, less north part; and Tract No. Two (2) and Tract No. Three (3) in Learnard’s Suburban Acres Division, in Section 7, Township 13, Range 20, less north part of each Tract; containing 7.7 acres, more or less.

(b) All other rights, privileges and appurtenances owned by Seller and in any way related to the Property.

(c) Seller will deed the Property to USD 497 at Closing.

2. **CONSIDERATION:** Buyer agrees to pay Seller for the Property the **Purchase Price** of Five Hundred Thousand Dollars (\$500,000.00), plus the conveyance of the property commonly known as 146 Maine Street, Lawrence, Kansas, and as herein described (“146 Maine Street”):

(a) The legal description of 146 Maine Street is as follows:

Lots 41, 42, 43, 44, 45, 46, 47 and 48 in Block No. 5, in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas.

(b) All other rights, privileges and appurtenances owned by Buyer and in any way related to 146 Maine Street.

(c) The Purchase Price, subject to adjustments as elsewhere provided herein, shall be paid at Closing, in cash or cashier's check.

(d) Buyer will deed Seller 146 Maine Street to Douglas County at Closing.

3. Earnest Money. Within five (5) business days from the Effective Date, Buyer shall pay Douglas County the amount of Fifty Thousand Dollars and No/100 Dollars (\$50,000.00) ("Earnest Money"). If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the Purchase Price to be paid by Buyer at the Closing. However, if this Agreement is terminated by either party in accordance with such party's right to do so under the terms hereof, the Earnest Money shall be returned to Buyer.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller makes each of the following representations and warranties to the best of Seller's knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract and as of the Closing, and survive the Closing:

(a) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated in this Contract on the date of closing, and the person who executes and delivers this Contract and all documents to be delivered to Buyer under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the Property to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Seller has not engaged any real estate agent or other advisor in connection with this transaction and that it has taken no other action which might expose the Buyer to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Seller shall indemnify and hold Buyer harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(d) Except as expressly provided in this Contract, no representation or warranties have been made by Buyer, or anyone in Buyer's behalf, to Seller as to the condition of the 146 Maine Street; Seller has had or will have a full and complete opportunity to inspect 146 Maine Street, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies of 146 Maine Street as Seller deems necessary; Seller waives, from and after the end of the Occupancy Period, as herein defined, any and all objections to or complaints about physical characteristics and existing conditions of 146 Maine Street, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, 146 Maine Street, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and takes title to 146 Maine Street "**as is.**"

(e) Seller has no knowledge of any street, road, avenue, highway, alley, passageway or parking lot, or unrecorded easement, encroachment, overlap, boundary line dispute or other encumbrance or lien of any kind or nature whatsoever, which could affect the Property or the occupancy or use thereof.

(f) Seller has no knowledge of any unrecorded lease of the Property, and the sole party in possession and with right to possession of the Property is Seller; provided, however, that the City of Lawrence operates a waste disposal location on the eastern edge of the Property. Seller will direct the City of Lawrence to vacate the Property on or before Closing.

(g) Seller has not entered into any agreement for services, labor or material that has caused or will cause a mechanic's, materialman's or other lien to be placed against the Property.

(h) Seller has no knowledge of any action, suit, proceedings or other claim pending against Seller that could interfere with Seller's ability to execute this Contract or carry out Seller's obligations hereunder or otherwise affect the Property, or that could in any way constitute or have the effect, presently or in the future, of creating a lien, claim or obligation of any kind against the Property, nor does Seller have any knowledge of such a threatened or contemplated action, suit, proceedings or other claim; regardless, Seller shall, for six (6) months following the Closing, save, indemnify, defend and hold harmless Buyer from and against any and all liabilities, losses, damages and expenses, including without limitation, reasonable attorney fees, in connection therewith or as a result thereof where the facts of the same are based upon occurrences that arose prior to the date of Closing.

(i) Other than Buyer, no person or entity has any right or option to acquire or purchase the Property or any part thereof.

(j) The execution and delivery of this Contract and the consummation of the transaction contemplated herein will not conflict with or result in the breach of any mortgage, lease or other agreement to which Seller is a party or which governs the

Property or the operation, occupancy or use thereof.

(k) Seller is not in default under any mortgage, lease, agreement, judgment, decree or order relating to the Property or the occupancy or use thereof, and there exists no state of facts that, with the giving of notice or passage of time, or both, would constitute a default thereunder.

(l) From the date hereof and until Closing, Seller shall not deliberately cause nor willfully allow any materially adverse change in or to the Property, and Seller shall maintain and deliver the same at Closing in its present general condition, ordinary wear and tear excepted.

(m) All electrical systems, plumbing systems, heating systems, and air conditioning equipment conveyed with the Property are currently in sound functional and operational condition and the same shall be in sound functional and operational condition as of the date of Closing. This document shall be construed as an assignment as of the date of closing from Seller to Buyer of all warranties, if any, by the manufacturer, retailer or installer, whether expressed or implied, to all items to be conveyed or sold by this transaction. In addition to its inspection rights as provided elsewhere in this Contract, Buyer shall have one hundred eighty (180) days from the Effective Date to examine the functional and operational condition of the electrical systems, plumbing systems, heating systems, air conditioning and other mechanical equipment conveyed with the Property. Seller makes no representations or warranties concerning any mechanical equipment except as expressly provided in this section with respect to electrical systems, plumbing systems, heating systems, and air conditioning. All other mechanical equipment is conveyed "as is, where is," and Seller undertakes no further duties with respect to such equipment.

(n) The improvements on the Property are within the boundary lines of the Property, the improvements do not encroach on any easement, the improvements do not violate any setback requirements and no adjoining structures encroach on the Property.

5. **BUYER'S REPRESENTATIONS AND WARRANTIES:** Buyer makes each of the following representations and warranties to the best of Buyer's knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract, as of the Closing, and as of the end of the Occupancy Period, and survive the Closing and end of the Occupancy Period:

(a) Buyer has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transaction contemplated in this Contract, and the person who executes and delivers this Contract and all documents to be delivered to Seller under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the Property to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Except as expressly provided in this Contract, no representation or warranties have been made by Seller, or anyone in Seller's behalf, to Buyer as to the condition of the Property; Buyer has had or will have a full and complete opportunity to inspect the Property, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on the Property as Buyer deems necessary; Buyer waives, from and after Closing, any and all objections to or complaints about physical characteristics and existing conditions of the Property, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, the Property, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and purchases the Property "**as is.**"

(d) Except as expressly provided in this Contract, Buyer shall assume, and shall covenant to undertake and discharge, from and after the Closing, all liabilities and obligations arising from (i) any condition which now exists and may hereafter be found to exist in, on, under or about the Property; or (ii) determination that the Property, or any portion of the Property, violates any applicable law, ordinance, regulation, or ruling relating to the structural or physical condition of the Property.

(e) Buyer has not engaged any real estate agent in connection with this transaction and that it has taken no other action which might expose the Seller to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Buyer shall indemnify and hold Seller harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(f) Buyer has no knowledge of any street, road, avenue, highway, alley, passageway or parking lot, or unrecorded easement, encroachment, overlap, boundary line dispute or other encumbrance or lien of any kind or nature whatsoever, which could affect 146 Maine Street or the occupancy or use thereof.

(g) Buyer has no knowledge of any unrecorded lease of 146 Maine Street, and the sole party in possession and with right to possession of the 146 Maine Street is Buyer.

(h) Buyer has not entered into any agreement for services, labor or material that has caused or will cause a mechanic's, materialman's or other lien to be placed against 146 Maine Street.

(i) Buyer has no knowledge of any action, suit, proceedings or other claim pending against Buyer that could interfere with Buyer's ability to execute this Contract or carry out Buyer's obligations hereunder or otherwise affect the 146 Maine Street, or that could in any way constitute or have the effect, presently or in the future, of creating a

lien, claim or obligation of any kind against 146 Maine Street, nor does Buyer have any knowledge of such a threatened or contemplated action, suit, proceedings or other claim; regardless, Buyer shall, for six (6) months following the end of the Occupancy Period, save, indemnify, defend and hold harmless Seller from and against any and all liabilities, losses, damages and expenses, including without limitation, reasonable attorney fees, in connection therewith or as a result thereof where the facts of the same are based upon occurrences that arose prior to the end of the Occupancy Period.

(j) Other than Seller, no person or entity has any right or option to acquire or purchase 146 Maine Street or any part thereof.

(k) The execution and delivery of this Contract and the consummation of the transaction contemplated herein will not conflict with or result in the breach of any mortgage, lease or other written or oral agreement to which Buyer is a party or which governs 146 Maine Street or the operation, occupancy or use thereof.

(l) After the Effective Date, Buyer shall not cause, suffer or permit any lien or encumbrance on 146 Maine Street. Buyer shall defend, indemnify, and hold Seller harmless against any such lien or encumbrance, and shall take all necessary steps to secure removal of such lien or encumbrance, at Buyer's sole expense.

(m) Buyer is not in default under any mortgage, lease, agreement, judgment, decree or order relating to 146 Maine Street or the occupancy or use thereof, and there exists no state of facts that, with the giving of notice or passage of time, or both, would constitute a default thereunder.

(n) From the date hereof and until the end of the Occupancy Period, Buyer shall not deliberately cause nor willfully allow any materially adverse change in or to 146 Maine Street, and Buyer shall maintain and deliver the same at the end of the end of the Occupancy Period in its present general condition, ordinary wear and tear excepted. Provided, however, that if Buyer determines that it would like to remove any equipment, fixtures, or otherwise alter 146 Maine Street, Buyer may request Seller's authorization to do so, and if such authorization is granted in writing by the Seller's County Administrator, Buyer may remove such items or otherwise alter 146 Maine Street in accordance with such written authorization.

(n) All electrical systems, plumbing systems, heating systems, and air conditioning equipment conveyed with 146 Maine Street are currently in sound functional and operational condition and the same shall be in sound functional and operational condition as of the date of Closing and the end of the Occupancy Period. This document shall be construed as an assignment as of the date of closing from Buyer to Seller of all warranties, if any, by the manufacturer, retailer or installer, whether expressed or implied, to all items to be conveyed or sold by this transaction. In addition to its inspection rights as provided elsewhere in this Contract, Seller shall have one

hundred eighty (180) days from the Effective Date to examine the functional and operational condition of the electrical systems, plumbing systems, heating systems, air conditioning and other mechanical equipment conveyed with 146 Maine Street. Buyer makes no representations or warranties concerning any mechanical equipment except as expressly provided in this section with respect to electrical systems, plumbing systems, heating systems, and air conditioning. All other mechanical equipment is conveyed “as is, where is,” and Buyer undertakes no further duties with respect to such equipment.

(n) The improvements on 146 Maine Street are within the boundary lines of 146 Maine Street, the improvements do not encroach on any easement, the improvements do not violate any setback requirements and no adjoining structures encroach on 146 Maine Street.

6. **TITLE INSURANCE.**

6.1 Buyer, at its sole cost and expense, shall procure a title commitment (the “Title Commitment”) within ninety (90) days of the Effective Date, evidencing that Seller is vested with fee simple, marketable title to the Property, including any and all easement rights owned by Seller relating to the Property, subject only to the Permitted Exceptions (as hereinafter defined) or exceptions that are to be removed on or before Closing, and otherwise indicating the terms and conditions upon which the Title Company will insure title to the Property. The cost of a standard Title Commitment (and the resulting title policy) for the Property shall be paid by Buyer, and the cost of any special endorsements to the Title Commitment requested by Buyer shall be paid by Buyer.

6.2 Seller, at its sole cost and expense, shall procure a title commitment (the “Title Commitment”) within ninety (90) days of the Effective Date, evidencing that Buyer is vested with fee simple, marketable title to 146 Maine Street, including any and all easement rights owned by Buyer relating to 146 Maine Street, subject only to the Permitted Exceptions (as hereinafter defined) or exceptions that are to be removed on or before Closing, and otherwise indicating the terms and conditions upon which the Title Company will insure title to 146 Maine Street. The cost of a standard Title Commitment (and the resulting title policy) for 146 Maine Street shall be paid by Seller, and the cost of any special endorsements to the Title Commitment requested by Seller shall be paid by Seller.

6.3 If either Title Commitment discloses any defects, liens, or encumbrances objectionable to either party, the objecting party may object in writing to the other party no later than the date occurring forty five (45) days prior to the expiration of the Inspection Period, as the same may be extended in accordance with the terms of this Agreement. If a party shall fail to object in writing to any matter contained in the Title Commitment within such timeframe, that party shall be deemed to have waived the right to object to that matter and such matter is referred to herein as a “Permitted Exception”; provided, however, that in no event shall any liens, mortgages or other monetary encumbrances upon title subject to satisfaction by payment of a monetary sum constitute a Permitted Exception, such matters to be satisfied out of the proceeds

at Closing if not resolved prior to Closing. If an objecting party notifies the other party of any title objection within such timeframe, the party shall inform the objecting party within seven (7) days of its receipt of the objection as to whether it intends to attempt to cure or remedy such defects (with the non-objecting party having no obligation whatsoever to so cure or remedy any such defects). If the party notifies the objecting party of its intent to cure such defects, then that party shall promptly and diligently attempt to effect such cure; provided, however, if reasonably necessary, Closing shall be extended for such time as deemed reasonably necessary to cure such defects. If the party (i) fails to respond within such seven (7) day period, (ii) is unwilling or unable to cure such objections as stated in a response to the objection within such seven (7) day period, or (iii) is unable to cure any defects in a reasonable amount of time (whether or not the Inspection Period has expired or whether or not Closing has been extended), then the objecting party, at its option, may elect either to:

6.3.1 Accept title to the property in its then existing condition; or

6.3.2 Terminate this Agreement and, if applicable, the Earnest Money shall be returned to Buyer, whereupon the parties shall have no further obligations under this Agreement.

7. **INSPECTION PERIOD AND GOVERNMENTAL APPROVALS PERIOD.**

7.1 Inspection Period. Both parties shall have a period of one hundred eighty (180) days from the Effective Date to inspect the property they are receiving, the Title Commitment, and perform environmental, soil, hazardous materials or other testing necessary in each party's sole discretion (the "Inspection Period") provided, however, that any inspections or investigations or other activities that are invasive with respect to the property, or which may affect a party's use of the property, must have the owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. The parties shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by a party relating to the inspection of a property shall be at that party's expense. In the event an inspecting party determines in its sole and absolute discretion that the condition of the property is not satisfactory in any respect, that party may elect to terminate this Agreement by delivering written notice thereof to the other party on or before the expiration of the Inspection Period. The inspecting party shall promptly repair and restore any damage to the property caused by inspecting party, its agents and contractors, and upon completion of the investigations and tests, the inspecting party shall restore the property to substantially the same conditions as it existed before the inspection. In the event that Buyer does elect to terminate this Agreement pursuant to this Section on or prior to the expiration of the Inspection Period, Seller agrees that the Earnest Money shall immediately returned to Buyer unless otherwise provided herein.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE BUILDINGS CURRENTLY LOCATED ON THE PROPERTY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, AND (iii) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, ITS AGENTS OR CONTRACTORS, INCLUDING THE PROPERTY DATA. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER. THE SALE IS MADE "AS IS, WHERE IS" AND WITH ALL FAULTS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

SELLER ACKNOWLEDGES THAT BUYER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE BUILDINGS CURRENTLY LOCATED ON 146 MAINE STREET, (ii) THE SUITABILITY OF 146 MAINE STREET FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, AND (iii) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, BUYER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. SELLER SHALL RELY SOLELY ON ITS OWN

INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BUYER, ITS AGENTS OR CONTRACTORS, INCLUDING THE PROPERTY DATA. BUYER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF BUYER. THE SALE IS MADE "AS IS, WHERE IS" AND WITH ALL FAULTS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

7.2 Entitlement and Necessary Governmental Approvals Period. Buyer shall have a period one hundred eighty (180) days from the Effective Date (running concurrently with the Inspection Period) to pursue entitlements and any necessary governmental approvals deemed necessary by Buyer for its desired use of the Property (the "**Entitlement and Governmental Approvals Period**"), including but not limited to rezoning the Property from GPI to IG. During the Entitlement and Governmental Approvals Period, Buyer may pursue, and Seller shall cooperate (to the extent such cooperation shall be at no cost to Seller) with Buyer in connection with Buyer's pursuit of, land use and zoning, platting, permitting, entitlements, and any other governmental approvals Buyer deems necessary for the Property in its sole discretion (collectively, the "**Entitlements**"). Seller agrees during the Entitlement and Governmental Approvals Period to execute any document reasonably required by Buyer in pursuit of such Entitlements. Buyer shall proceed during the Entitlement and Governmental Approvals Period to secure any Entitlements and approval in good faith and with due diligence. In the event Buyer is unable to secure the Entitlements necessary for its intended use of the Property (in Buyer's sole and absolute discretion), Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller on or before the expiration of the Entitlement and Governmental Approvals Period, whereupon the Earnest Money shall be returned to Buyer. In the event that Buyer does not elect to terminate this Agreement pursuant to this Section on or prior to the expiration of the Entitlement and Governmental Approvals Period, Buyer agrees that the Earnest Money shall immediately become nonrefundable to Buyer, immediately paid to Seller by Escrow Agent unless otherwise provided herein, and completely applicable to the Purchase Price in the event of Closing.

7.3 Extensions of Entitlement and Governmental Approvals Period. Provided that Buyer has applied for and is diligently pursuing the Entitlements, Buyer may extend the Entitlement and Governmental Approvals Period (but not the Inspection Period) for up to two (2) consecutive thirty (30) day periods (each an "**Extension Period**"). Buyer may elect to exercise such rights by, on or prior to the expiration of the Entitlement and Governmental Approvals Period (or the previous Extension Period, as the case may be) by providing to Seller written notice of Buyer's election to so extend the Entitlement and Governmental Approvals Period. During each Extension Period, Buyer retains the right to terminate this Agreement for any reason pertaining to the failure to secure entitlements and approvals necessary for its intended use of the Property (in Buyer's sole and absolute discretion), by giving written notice to Seller on or before the expiration of the applicable Extension Period. In such event, the Earnest Deposit paid by Buyer shall not be returned to Buyer and the parties shall have no further obligations to one another under this Agreement.

8. **THE CLOSING.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on a date reasonably agreed by Seller and Purchaser but in no event later than the later of thirty (30) days following the expiration of the Inspection Period or, if applicable, ten (10) days after the expiration of all appeal periods relating to the Entitlements ("Closing Date").

At the Closing, the following shall occur and each shall be conditions precedent to Closing: (a) Seller shall deliver to Buyer a General Warranty Deed for the Property in a form reasonably acceptable to Buyer and the Title Company, subject only to the Permitted Exceptions; (b) Buyer shall deliver to Seller a General Warranty Deed for 146 Maine Street in a form reasonably acceptable to Seller and the Title Company, subject only to the Permitted Exceptions; (c) Buyer shall pay the Seller the balance of the Purchase Price; (d) both parties shall execute and deliver such other documents and instruments as are reasonably required to consummate the transactions contemplated by this Agreement including, without limitation, a settlement statement; (e) both parties shall execute any documentary and other evidence as may be reasonably required by the Title Company evidencing the status and capacity of Buyer and Seller, and the authority of the person or persons who are executing the various documents; and (f) possession of the Property shall be given to Buyer.

9. **CASUALTY.**

9.1 If, after the Effective Date and prior to Closing, all or any part of the Property shall be destroyed or damaged by any casualty or shall be condemned by governmental or other lawful authority, or if condemnation proceedings have been or are being threatened against the Property, or any part thereof, or if there has been any material change in the condition of the Property after the Effective Date, Buyer may inspect the Property and may, by written notice to Seller, cancel this Contract, in which event the Title Company shall deliver the Earnest Money to Buyer and then the parties shall have no further obligation or liability hereunder, or Buyer may proceed to Closing and complete the purchase of the Property as provided in this Contract, in which event Buyer shall prosecute or compromise all of the associated insurance or condemnation claims and receive and retain all of the proceeds therefrom and Seller shall make a full assignment of the proceeds of Seller's fire, extended coverage and any other insurance and all condemnation awards payable as a result of such destruction, damage or condemnation. Seller shall promptly notify Purchaser upon the occurrence of any events set forth in this section.

9.2 Seller agrees to maintain Seller's current fire and extended coverage insurance on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing.

9.3 If, after the Effective Date and prior to Closing, all or any part of 146 Maine Street shall be destroyed or damaged by any casualty or shall be condemned by governmental or other lawful authority, or if condemnation proceedings have been or are being threatened against the 146 Maine Street, or any part thereof, or if there has been any material

change in the condition of 146 Maine Street after the Effective Date, Seller may inspect 146 Maine Street and may, by written notice to Buyer, cancel this Contract, in which event the Title Company shall deliver the Earnest Money to Buyer and then the parties shall have no further obligation or liability hereunder, or Seller may proceed to Closing and complete the purchase of the 146 Maine Street as provided in this Contract, in which event Seller shall prosecute or compromise all of the associated insurance or condemnation claims and receive and retain all of the proceeds therefrom and Buyer shall make a full assignment of the proceeds of Buyer's fire, extended coverage and any other insurance and all condemnation awards payable as a result of such destruction, damage or condemnation. Buyer shall promptly notify Purchaser upon the occurrence of any events set forth in this section.

9.4 Buyer agrees to maintain Buyer's current fire and extended coverage insurance on the 146 Maine Street until the end of the Occupancy Period. Buyer shall do ordinary and necessary maintenance, upkeep and repair to 146 Maine Street through the end of the Occupancy Period.

10. POST CLOSING OCCUPANCY OF 146 MAINE STREET BY BUYER.

Seller agrees that Buyer may retain the possession and use of 146 Maine Street as its maintenance shop until 12:00 midnight on October 31, 2017 (the period from Closing to 12:00 midnight on October 31, 2017 is, herein, "the Occupancy Period") and such right survives Closing and transfer of ownership of 146 Maine to Seller. Buyer shall vacate 146 Maine Street on or before 12:00 midnight on October 31, 2017, and shall deliver exclusive possession to Seller in substantially the same condition as exists at Closing, broom clean, reasonable wear and tear excepted. Provided, however, consistent with section 5(n) of this Contract, if Buyer determines that it would like to remove any equipment, fixtures, or otherwise alter 146 Maine Street, Buyer may request Seller's authorization to do so, and if such authorization is granted in writing by the Seller's County Administrator, Buyer may remove such items or otherwise alter 146 Maine Street in accordance with such written authorization. Notwithstanding anything to the contrary in this Contract, during the Occupancy Period, Buyer shall maintain at its sole expense liability, property and casualty insurance on 146 Maine Street in coverage amounts reasonably acceptable to Seller, and Buyer shall cause Seller to be named as an additional insured on such policy(ies) of insurance. In the event of any damage or loss to 146 Maine Street during the Occupancy Period, Buyer agrees to promptly repair and remedy such damage or loss, and if Buyer fails to do so, Buyer shall assign all insurance proceeds or other compensation or recovery associated with such damage or loss to Seller. Buyer shall permit Seller and its designees reasonable access to 146 Maine Street during the Occupancy Period, at any time, upon reasonable advance notice, if required by Buyer. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all claims, demands, causes of action, liability, damage, or other loss or contingency arising out of or relating in any way to Buyer's use or occupancy of 146 Maine Street during the Occupancy Period.

11. POST-CLOSING PROPERTY STORAGE AT THE PROPERTY

Seller may store items of personal property at the Property after Closing for up to 6 months at no additional cost to the Seller. Seller will bear the risk of loss or damage to such items, except for any loss or damage caused by an act or omission of Buyer, for which Buyer shall be liable.

12. TERMINATION; DEFAULT AND REMEDIES

(a) Permitted Termination. If either party is unable to provide good and sufficient title as required by this Contract prior to Closing, the other party may cancel this Contract by giving written notice of cancellation on or before the Closing (a “**Permitted Termination**”). If Buyer is unable to obtain its Governmental Entitlements prior to Closing, Buyer may cancel this Contract by giving written notice of cancellation to Seller on or before the Closing (a “**Permitted Termination**”). If either party is unsatisfied with the results of its inspection prior to expiration of the Inspection Period, that party may cancel this Contract by giving written notice of cancellation on or before the expiration of the Inspection Period (a “**Permitted Termination**”).

(b) Default by Seller. Seller shall be in default under this Contract if any of Seller’s warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Seller shall fail to meet, comply with, or perform any material covenant, agreement, or obligation on Seller’s part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination. If Seller defaults under this Contract, Buyer may either (a) enforce specific performance of this Contract and seek such other relief as may be provided by law, or (b) terminate this Contract by notice to Seller, and obtain a refund of Buyer’s Earnest Money deposit thereby releasing Seller from all obligations under this Contract.

(c) Default by Buyer. Buyer shall be in default under this Contract if any of Buyer’s warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Buyer fails to meet, comply with or perform any material covenant, agreement, or obligation on Buyer’s Contract, for any reason other than a Permitted Termination. Notwithstanding the foregoing, however, Buyer shall not be in default or failure to perform any covenant, agreement, or obligation required of Buyer under this Contract, the benefit of which accrues primarily to Buyer. If Buyer defaults under this Contract, Seller may either (a) seek specific performance of the contract, which Buyer hereby expressly agrees not to contest, (b) seek such relief as may be provided by law, or (c) terminate this Contract by notice to Buyer. Buyer agrees to pay reasonable costs incurred to enforce the Contract. This includes without limitation, attorneys’ fees and other legal costs; and expenses incurred by Seller in exercising any remedy under this Contract or under the law.

13. CONSTRUCTION OF TERMS, WAIVERS AND AMENDMENTS:

(a) Paragraph heading are for convenience and shall not be used for interpretation or construction of this Contract.

(b) Feminine or neuter pronouns shall be substituted for masculine pronouns or vice-versa, and the plural shall be substitute for the singular or vice-versa in any place in which the context may require.

(c) No waiver of any breach of any provision of this Contract shall be construed to be a waiver of any subsequent breach of such provision or any other provision.

(d) This Contract may be modified or amended only in writing, signed by both Seller and Buyer.

(e) If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(f) This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

(g) If numeric number shall disagree with numbers spelled out, the numeric number shall control.

(h) The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Contract.

14. **NOTICES:** Notices, demands, or other communications under this Contract shall be in writing and shall be deemed to have been given or submitted upon personal delivery or upon deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested, addressed to Buyer or Seller, as the case may be, at the Buyer's or Seller's last known address. Notices shall be deemed received upon personal delivery or three (3) days following deposit in the mail, if mailed in accordance with this paragraph.

15. **SURVIVAL:** All warranties, representations, indemnifications, and agreements of Buyer and Seller contained or made in this Contract or any attachment or exhibit to this Contract shall survive delivery of the deed and the Closing of this Contract.

16. **INTEGRATION:** This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property.

17. **INVALID PROVISIONS:** If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or

its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

18. **FURTHER ACTS:** In addition to the acts recited in this Contract, Seller and Buyer agree to perform or cause to be performed at or after the Closing all such further acts as may be reasonably necessary to consummate the transactions contemplated by this Contract.

19. **TIME OF THE ESSENCE:** Time is of the essence with regard to the parties' performance under this Contract.

20. **CONTRACT BINDING:** It is mutually agreed that all of the covenants and agreements in this Contract shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

IN WITNESS WHEREOF, this Contract shall be effective from and after the last date this Contract is fully executed by all parties (the "**Effective Date**").

BUYER:

Unified School District 497, Douglas County,
Kansas

By: _____

Printed Name: Marcel Harmon

Its: President, Board of Education

Date: _____

SELLER:

Douglas County, Kansas

Jim Flory, Commissioner

Nancy Thellman, Commissioner

Mike Gaughan, Commissioner

Attest: _____

Jamie Shew, County Clerk

Date: _____

AJW CONSULTING, LLC

Strategic Communications Counsel

Amy Jordan Wooden, d.b.a. AJW Consulting, LLC will work with the Douglas County Commission, County Administrator and senior staff to provide strategic communications advice on several county issues. Absent a full-time Public Information Officer (PIO), AJW Consulting will help fulfill those duties and evaluate whether the County should consider a full-time PIO position. Communications counsel will include:

1. External Communications
 - a. As directed by County leadership, AJW Consulting will help develop a comprehensive communications strategy for specific public policy initiatives that may require targeted outreach to specific audiences.
2. Crisis Communications
 - a. AJW Consulting will work with County leadership to craft a comprehensive communications strategy as it may relate to any current or potential crisis situations. Work included may include but not be limited to;
 - i. Message development
 - ii. Document creation
 - iii. Identifying various communications tactics
 - iv. Practice sessions and mock interviews
 - v. Internal communications
3. Media Relations
 - a. As directed by County leadership, AJW Consulting will work with staff to develop accurate and timely responses to media inquiries and identify important proactive media stories for consideration. This is especially critical should misinformation start to spread and a rapid response from the County is needed.

AJW CONSULTING, LLC

4. Public Speaking Professional Development
 - a. On a mutually agreeable timeframe, AJW Consulting will work with identified individuals to conduct professional development sessions tailored specifically to public speaking needs including community presentations, effective power point creation, on-camera interviews and crisis communications.
5. PIO Evaluation
 - a. Throughout the duration of the contract, AJW Consulting will constantly be evaluating the communications' needs of the County and whether or not those duties can be fulfilled with existing personnel or if a full-time PIO is needed.

Proposed Contract Budget:

\$5,000/month

Proposed Contract Duration:

Flexible start date, but a six month minimum is required with the opportunity to renew for three month increments.

SERVICES CONTRACT

This Agreement is entered into effective the ____ day of August, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("County"), and the AJW CONSULTING, LLC ("Contractor").

RECITALS

WHEREAS, the County desires to contract with Contractor to provide communications services to the County as described herein;

WHEREAS, the Contractor wishes to provide such communication services to the County on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. **Services Provided.** County hereby engages Contractor to provide the communication services set forth in Exhibit A ("Services"), and Contractor agrees to provide such Services.

2. **Compensation.** As compensation for providing the Services, the County shall pay Contractor \$5,000.00 per month during the Term of this Agreement. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by County as a result of breach or default by Contractor, County may withhold payment to Contractor until such time as the exact amount of damages due County from Contractor may be determined. The County is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

3. **Term of Contract.** This Contract shall commence upon execution and terminate on January 31, 2017. The contract may be extended at the option of the County for two three (3) month terms on the same terms and conditions herein.

4. **Termination.** Either party has the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party. County will pay Contractor for fees earned through the date of termination.

5. **Confidentiality.** Contractor will not, directly or indirectly, divulge, furnish, make accessible, or permit the disclosure to anyone (other than persons employed or designated by the County) any confidential information including any non-public knowledge, lists, or information acquired by Contractor.

6. **Indemnification.** Contractor must pay County for any loss of the County's that is caused by Contractor's negligence, intentional misconduct, or breach of this agreement. The County must pay Contractor for any loss of Contractor's that is caused by the County's negligence, intentional misconduct, or breach of this agreement. In addition, the County will pay

for costs incurred by Contractor in connection with responding to or defending against any government inquiry or investigation of the County, provided that Contractor is not the cause of the inquiry or investigation. "Loss" means an amount or amounts that a party is legally responsible for or pays in any form. For example, a loss includes, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, and expenses for responding to or defending against an inquiry, investigation, or a claim for a loss.

7. **Notices.** All notices required by this Contract shall be in writing sent to the following:

County:

Craig Weinaug
Office of the County Administrator
1100 Massachusetts Street
Lawrence, KS 66044
Phone: (785) 832-5268
weinaug@douglas-county.com

Contractor:

Amy Jordan Wooden
President
AJW Consulting, LLC
805 Romany Road
Kansas City, MO 64113
Phone: (816) 668-6946
ajwooden@gmail.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, or (c) on the next business day if transmitted by overnight courier (with confirmation of delivery).

8. **Independent Contractor Status.** For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Contractor shall be an independent contractor of the County and no person with which Contractor contracts or hires to provide the Services shall, under any circumstance, be considered an employee of the County. Contractor shall be solely responsible for the means, manner, and method of providing the Services. Contractor shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

9. **Default.** In the event Contractor fails to provide the Services in compliance with this Agreement and any such default is not cured within 10 days after County has provided Contractor with notice of such default, County shall have the option to terminate this Agreement, with the effective date of such termination being 5 days after the expiration of the cure.

10. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

COUNTY: Board of County Commissioners of
Douglas County, Kansas

ATTEST:

By: _____
Jim Flory, Chair

Jameson D. Shew, County Clerk

CONTRACTOR: AJW CONSULTING, LLC

By: _____
Amy Jordan Wooden, President

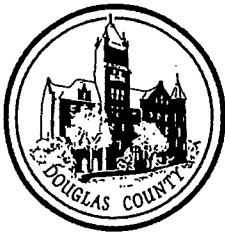
EXHIBIT A

SCOPE OF SERVICES

Strategic Communications Counsel

Amy Jordan Wooden, d.b.a. AJW Consulting, LLC will work with the Douglas County Commission, County Administrator and senior staff to provide strategic communications advice on several county issues. Absent a full-time Public Information Officer (PIO), AJW Consulting will help fulfill those duties and evaluate whether the County should consider a full-time PIO position. Communications counsel will include:

1. External Communications
 - a. As directed by County leadership, AJW Consulting will help develop a comprehensive communications strategy for specific public policy initiatives that may require targeted outreach to specific audiences.
2. Crisis Communications
 - a. AJW Consulting will work with County leadership to craft a comprehensive communications strategy as it may relate to any current or potential crisis situations. Work included may include but not be limited to;
 - i. Message development
 - ii. Document creation
 - iii. Identifying various communications tactics
 - iv. Practice sessions and mock interviews
 - v. Internal communications
3. Media Relations
 - a. As directed by County leadership, AJW Consulting will work with staff to develop accurate and timely responses to media inquiries and identify important proactive media stories for consideration. This is especially critical should misinformation start to spread and a rapid response from the County is needed.
4. Public Speaking Professional Development
 - a. On a mutually agreeable timeframe, AJW Consulting will work with identified individuals to conduct professional development sessions tailored specifically to public speaking needs including community presentations, effective power point creation, on-camera interviews and crisis communications.
5. PIO Evaluation
 - a. Throughout the duration of the contract, AJW Consulting will constantly be evaluating the communications' needs of the County and whether or not those duties can be fulfilled with existing personnel or if a full-time PIO is needed.



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 : August 4, 2016

Re : Approval of Project Agreement with KDOT
Roadside Safety Improvements on Route 458 from E 1800 to E 2000
KDOT Project No. 23 C-4857-01
DGCO Project No. 2015-17

KDOT has approved our request for Highway Safety Improvement Program (HSIP) funds for roadside safety improvements to Route 458 from E 1800 Road to E 2000 Road. The safety improvements included in the KDOT project are replacing or extending nine narrow culverts and clearing trees to improve sight distance along and beside the roadway.

The attached Project Agreement stipulates KDOT will pay for 90% of construction costs for the project. Douglas County would be responsible for 10% of construction costs and 100% of costs for construction engineering, design engineering, right-of-way acquisition, and utility relocation. Engineering design is underway by department personnel, and we anticipate using in-house personnel for construction engineering.

We currently estimate construction costs will be approximately \$600,000 for the work items included in the KDOT project. Douglas County is also responsible for 100% of construction costs for work items outside the scope of the KDOT project, i.e. "non-participating" costs. In addition to participating work items included in the KDOT project, we will reconstruct entrances and entrance pipes, flatten roadside slopes, and mill & overlay the existing pavement. In the proposed 2016 CIP, we have allocated \$428,000 in local funds for all work including non-participating work items.

Action Required: Consider approval of project agreement with KDOT for roadside safety improvements to Route 458 from E 1800 Road to E 2000 Road, KDOT Project No. 23 C-4857-01. The BoCC should sign two original copies of the agreement.

PROJECT NO. 23 C-4857-01
HSIP-C485(701)
ROADSIDE IMPROVEMENT
DOUGLAS COUNTY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Douglas County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The County has requested and Secretary has authorized a roadside improvement Project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county roads utilizing federal funds.
- C. The Secretary and the County desire to construct the Project.
- D. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means the County of Douglas, Kansas, with its place of business at 3755 E 25th Street, Lawrence, KS 66046.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the County, as and when authorized by the Secretary prior to Letting, being: **Roadside Safety Improvements including culverts and tree removal on Route 458 from E1800 Road to E 2000 Road in Douglas County, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the County acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the County.

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

4. **Payment of Costs.** The Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project.

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

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the County authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The County shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the County shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The County shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Project. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

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

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

7. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

8. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The County agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The County will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The County agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The County will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The County further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

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

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public road purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way

or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally Deleted.

(f) Use of County Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments**. The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments**. Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities**. The County agrees to the following with regard to Utilities:

(a) Utility Relocation. The County will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The County shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The County will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The County shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the County as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The County shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the County's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing road surface. The

County will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The County shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of road or highway improvements.

(e) Indemnification. To the extent permitted by law, the County will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the County except as provided by state and federal laws.

13. **Hazardous Waste.** The County agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The County shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The County shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The County will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The County shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The County shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the County in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the County has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The County reserves the right

to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The County is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the County or the Consultant. The Secretary does not undertake for the benefit of the County, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The County will require at a minimum all personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The County may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The County agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The County shall provide a temporary traffic control plan within the Design Plans, which includes the County's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The County's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the County's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the County of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The County will control parking of vehicles on the county roads throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the road.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The County shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The County will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The County will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) for the Project. The County shall pay for Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. County shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The County shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The County will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of County Funds received by the County from the Secretary. The date indicated for the County to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

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

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

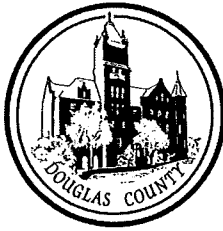
Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.



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 : August 5, 2016

Re : Consent Agenda approval of contract for bridge deck repair project
Project No. 2015-69
Bridge No. 17.82N-10.00E

We received and opened four bids today for the referenced project, as shown on attached bid tab. Bettis Asphalt and Construction, Inc. was the low bidder with a bid of \$124,476.00. The Engineer's Estimate was \$143,699.00. The CIP includes \$150,000 for this project, which includes consultant engineering costs of \$9,800.

This bridge carries E 1000 Road over the Kansas Turnpike. The project entails repairing the bridge deck by milling and removing the upper 3/4" of concrete, patching areas of deteriorated concrete, and overlaying the deck with 2" of concrete.

The contract quantity of patching deteriorated concrete is our best estimate of patching that will be required, but this may change after the upper 3/4" of concrete is removed. For that reason, we request authorization to approve change orders totaling up to 20% of the contract amount. We will endeavor to keep total costs down, but ensuring all deteriorated concrete is replaced will save money in the long run.

Action Required: Consent Agenda approval to accept the low bid and award a contract in the amount of \$124,476.00 to Bettis Asphalt and Construction, Inc. for Project No. 2015-69, deck repair for Bridge No. 17.82N-10.00E, and authorize the Public Works Director to approve change orders totaling up to 20% of the contract amount.

5

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

DOUGLAS COUNTY PROJECT NO. 2015-69

BRIDGE DECK REPAIR 17.82N - 10.00E

BID # 16-F-0019

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: 7/11/16

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-69
BID # 16-F-0019

TABLE OF CONTENTS

Page	Description
1	Title Page
TC-1	Table of Contents
NC-1	Notice to Contractors
IB-1	Information for Bidders
S-1 - S-4	Specifications
P-1	Proposal
SP-1	Schedule of Prices
C-1 - C-2	Contract
SB-1 - SB-2	Statutory Bond
PB-1 - PB-3	Performance Bond

SPECIAL PROVISIONS

15-DG-1 - SALES TAX EXEMPTION
15-DG-2 - CONTRACTUAL PROVISIONS ATTACHMENT
15-DG-3 - GENERAL DESCRIPTION
15-DG-4 - PLAN SHEET
15-DG-5 - ENGINEER
15-DG-8 - OPERATIONS OF OTHERS
15-DG-11 - INSPECTION
15-DG-12 - RIGHT-OF-WAY
15-DG-14 - SPECIFICATIONS
15-DG-22 - INDEMNITY PROVISION
15-DG-160 - PRICE ADJUSTEMENT FOR ASPHALT MATERIALS
15-DG-611B - HOT MIX ASPHALT (HMA) - COMMERCIAL GRADE
15-DG-611P - HMA Pavement Patching Detail

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

15-11003 - AGGREGATES FOR CONCRETE NOT PLACED ON GRADE
15-14001 - AIR-ENTRAINING ADMIXTURES FOR CONCRETE

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-69
BID # 16-F-0019
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, August 5, 2016, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2015-69 consists of Milling, Patching, and Overlaying the Bridge Deck, Milling (HMA Approaches), HMA-Patching, HMA-Surfacing, and Traffic Control.

Douglas County Project 2015-69 is located on E 1000 Road over Interstate I-70.

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. 2015-69", 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, 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: 7/11/16

Publication Date: Friday, July 15, 2016
Saturday, July 23, 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. 2015-69
BID # 16-F-0019

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. 2015-69" 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. 2015-69

BID # 16-F-0019

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 68-1120 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. 2015-69", 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. 2015-69
BID # 16-F-0019
PROPOSAL

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

1. Proposal of Bettis Asphalt & Construction, Inc. for the performance of "Douglas County Project No. 2015-69", 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 thirty (30) working days. The earliest anticipated date for the "Notice to Proceed" is August 29, 2016. The latest anticipated date for the "Notice to Proceed" is September 12, 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

ADDENDUM NO. 1

July 28, 2016

Bettis Asphalt & Construction Inc.
Name of Organization

By:

[Signature]
President

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-69
BID # 16-F-0019

SCHEDULE OF PRICES

LINE ITEM NO.	ROAD ITEMS	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MILLING	S.Y.	534	14 ⁰⁰	7,529 ⁰⁰
2	HMA-COMMERCIAL GRADE (CLASS A)	TON	40	215 ⁰⁰	8,600 ⁰⁰
3	HMA-COMMERCIAL GRADE (CLASS A)(PATCHING)	TON	20	317 ⁵⁰	6,350 ⁰⁰
4	MOBILIZATION	L.S.	1	16,209 ⁰⁰	16,209 ⁰⁰
5	TRAFFIC CONTROL	L.S.	1	5,300 ⁰⁰	5,300 ⁰⁰
6	MACHINE PREPARATION (3/4")	S.Y.	435	12 ⁰⁰	5,220 ⁰⁰
7	AREA PREPARED FOR PATCHING	S.Y.	156	235 ⁰⁰	36,660 ⁰⁰
8	AREA PREPARED FOR PATCHING (FULL DEPTH)	S.Y.	35	340 ⁰⁰	11,900 ⁰⁰
9	PORTLAND CEMENT CONCRETE OVERLAY (2")	S.Y.	435	61 ⁰⁰	26,535 ⁰⁰
10	MATERIAL FOR PORTLAND CEMENT CONCRETE OVERLAY (SET)	S.Y.	1	\$175.00	\$175.00
11	REINFORCING STEEL (GR. 60) (REPAIR) (SET)	LBS	1	\$2.00	\$2.00

NOTE: Bidder shall extend all items and total bid.

one hundred twenty-four
thousand four hundred
seventy-six dollars and
no cents

TOTAL BID \$124,476⁰⁰

CONTRACTOR Bett's Asphalt & Cons. Inc.

Travis Malone

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-69
BID # 16-F-0019

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 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 _____, 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. 2015-69
BID # 16-F-0019

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

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-69
BID # 16-F-0019

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.2015-69

BID # 16-F-0019

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.

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 2015-69 consists of Milling, Patching, and Overlaying the Bridge Deck, Milling (HMA Approaches), HMA-Patching, HMA-Surfacing, and Traffic Control.

Douglas County Project 2015-69 is located on E 1000 Road over Interstate I-70.

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	TITLE SHEET
2	PAVEMENT DETAILS
3	SUMMARY OF QUANTITIES
4	CONSTRUCTION LAYOUT
5	DELAMINATION MAP
6	BRIDGE DECK PATCHING AND OVERLAY DETAILS
7-14	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.

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 July, 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 July, 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.

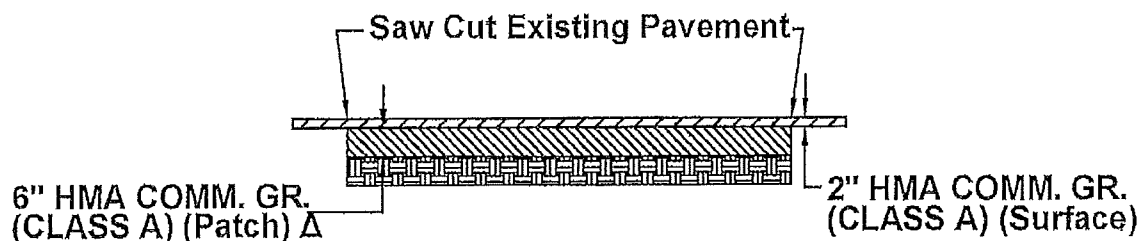
Delete the following (under Table 602-9):

"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.

HMA PAVEMENT PATCHING DETAIL

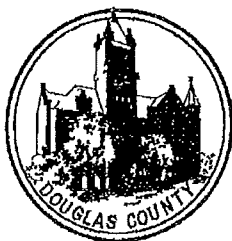


Typical Detail for Patching

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

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, 2015 EDITION

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

05-12-15 C&M (KHL)
Jul-15 Letting

**KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, EDITION 2015**

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.

09-25-15 C&M
(CFN) Feb-16
Letting

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2015-69/BID NO. 16-F-0019
DESCRIPTION: BRIDGE DECK REPAIR 17.82N - 10.00E
BID TABULATION

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Bettis Asphalt and Const. Inc		Wildcat Const. Inc		Comanche Const. Inc		Pci Roads LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MILLING	S.Y.	534	\$8.00	\$4,272.00	\$14.10	\$7,529.40	\$14.10	\$7,529.40	\$18.00	\$9,612.00	\$10.00	\$5,340.00
2	HMA-COMMERCIAL GRADE (CLASS A)	TON	40	\$150.00	\$6,000.00	\$215.00	\$8,600.00	\$215.00	\$8,600.00	\$340.00	\$13,600.00	\$205.00	\$8,200.00
3	HMA-COMMERCIAL GRADE (CLASS A)(PATCHING)	TON	20	\$200.00	\$4,000.00	\$317.50	\$6,350.00	\$317.50	\$6,350.00	\$265.00	\$5,300.00	\$295.00	\$5,900.00
4	MOBILIZATION	L.S.	1	\$15,000.00	\$15,000.00	\$16,204.00	\$16,204.00	\$20,000.00	\$20,000.00	\$8,900.00	\$8,900.00	\$41,465.00	\$41,465.00
5	TRAFFIC CONTROL	L.S.	1	\$23,000.00	\$23,000.00	\$5,300.60	\$5,300.60	\$11,700.00	\$11,700.00	\$6,400.00	\$6,400.00	\$5,500.00	\$5,500.00
6	MACHINE PREPARATION (3/4")	S.Y.	435	\$15.00	\$6,525.00	\$12.00	\$5,220.00	\$25.00	\$10,875.00	\$24.00	\$10,440.00	\$15.00	\$6,525.00
7	AREA PREPARED FOR PATCHING	S.Y.	156	\$275.00	\$42,900.00	\$235.00	\$36,660.00	\$260.00	\$40,560.00	\$325.00	\$50,700.00	\$292.00	\$45,552.00
8	AREA PREPARED FOR PATCHING (FULL DEPTH)	S.Y.	35	\$325.00	\$11,375.00	\$340.00	\$11,900.00	\$500.00	\$17,500.00	\$478.00	\$16,730.00	\$365.00	\$12,775.00
9	PORTLAND CEMENT CONCRETE OVERLAY (2")	S.Y.	435	\$70.00	\$30,450.00	\$61.00	\$26,535.00	\$60.00	\$26,100.00	\$80.00	\$34,800.00	\$83.50	\$36,322.50
10	MATERIAL FOR PORTLAND CEMENT CONCRETE OVERLAY (SET)	C.Y.	1	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
11	REINFORCING STEEL (GR.60) (REPAIR) (SET)	LBS	1	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
TOTAL BID -					\$143,699.00		\$124,476.00		\$149,391.40		\$156,659.00		\$167,756.50

ADDENDUM NO. 1 -

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk

RESOLUTION NO. _____

*A resolution expressing the property taxation policy of the Douglas County Commission
with respect to financing the annual budget for 2017*

Whereas, K.S.A. 79-2925b, as amended, provides that a levy of property taxes to finance the 2017 budget of Douglas County exceeding the amount levied to finance the 2016 budget of Douglas County, as adjusted to reflect changes in the Consumer Price Index for All Urban Consumers for calendar year 2015, be authorized by a resolution adopted in advance of the adoption of a budget supported by such levy; and

Whereas, K.S.A. 79-2925b, as amended, also provides that current year revenue that is produced and attributable to the taxation of (1) new improvements, (2) increased personal property valuation other than increased valuation of oil and gas leaseholds and mobile homes, and (3) property which has changed in use shall not be considered when determining whether revenue produced from property tax has increased from the preceding year; and

Whereas, Douglas County provides essential services to its citizens; and

Whereas, the cost of providing these services continues to increase.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Commission that a levy of property taxes in support of the 2017 budget exceeding the amount levied in 2016, as adjusted pursuant to K.S.A. 79-2925b, as amended, is hereby approved.

Adopted this ____ day of _____, 2016 by the Douglas County Commission.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Jim Flory, Chairman

ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member

CERTIFICATE

State of Kansas
County
2017

To the Clerk of Douglas County, State of Kansas

We, the undersigned, officers of

Douglas County

- certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2017; and
(3) the Amount(s) of 2016 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2017 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2017		2			
Allocation of Vehicle Taxes		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Fund	K.S.A.				
General	79-1946	7	49,089,460	36,225,651	
Debt Service	10-113	8	529,568		
Road & Bridge	68-5,101	9	6,484,832	3,230,247	
Ambulance	65-6113	10	7,075,698	4,211,571	
Employee Benefits	12-16, 102	10	11,397,513	8,709,327	
Special Building	19-15-116	11	1,000,448	634,999	
Special Liability	75-6110	11	460,000	321,113	
Youth Services	38-546	12	2,007,803	1,669,740	
		12			
Emergency Telephone		13	1,418,656		
Motor Vehicle Operations		13	863,142		
Special Alcohol Programs		14	42,843		
Special Parks & Recreation		14	74,393		
Local County Sales Tax		15	3,249,691		
		15			
Non-Budgeted Funds-A		16			
Non-Budgeted Funds-B		17			
Non-Budgeted Funds-C		18			
Totals		xxxxx	83,694,047	55,002,648	
Budget Summary		19			
Budget Summary2					County Clerk's Use Only
Neighborhood Revitalization Rebate					
Resolution required? Notice of the vote to adopt required to be published?			Yes		Nov 1, 2016 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____ 2016

County Clerk

Governing Body

Computation to Determine Limit for 2017

	Amount of Levy
1. Total tax levy amount in 2016 budget	+ \$ 49,673,829
2. Debt service levy in 2016 budget	- \$ 0
3. Tax levy excluding debt service	\$ 49,673,829

2016 Valuation Information for Valuation Adjustments

4. New improvements for 2016:	+ 15,533,651	
5. Increase in personal property for 2016:		
5a. Personal property 2016	+ 22,603,678	
5b. Personal property 2015	- 24,014,324	
5c. Increase in personal property (5a minus 5b)	+ 0	
	(Use Only if > 0)	
6. Valuation of property that has changed in use during 2016:	9,294,913	
7. Total valuation adjustment (sum of 4, 5c, and 6)	24,828,564	
8. Total estimated valuation July 1, 2016	1,247,370,659	
9. Total valuation less valuation adjustment (8 minus 7)	1,222,542,095	
10. Factor for increase (7 divided by 9)	0.02031	
11. Amount of increase (10 times 3)	+ \$ 1,008,824	
12. 2017 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 11)	\$ 50,682,653	
13. Debt service levy in this 2017 budget	0	
14. 2017 budget tax levy, including debt service, prior to CPI adjustment (12 plus 13)	50,682,653	
15. Consumer Price Index for all urban consumers for calendar year 2015	0.125%	
16. Consumer Price Index adjustment (3 times 15)	\$ 62,092	
17. Maximum levy for budget year 2017, including debt service, not requiring 'notice of vote publication' or adoption of a resolution prior to adoption of the budget (14 plus 16)	\$ 50,744,745	

If the 2017 adopted budget includes a total property tax levy exceeding the dollar amount in line 17 you must, prior to adoption of such budget, adopt a resolution authorizing such levy and, subsequent to adoption of such budget, publish notice of vote by the governing body to adopt such budget in the official county newspaper and attach a copy of the published notice to this budget.

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Emergency Telephone	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	862,876	1,008,940	850,056
Receipts:			
911 Emergency Telephone Tax	509,860	550,000	566,500
Interest on Idle Funds	3,018	2,100	2,100
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	512,878	552,100	568,600
Resources Available:	1,375,754	1,561,040	1,418,656
Expenditures:			
Contractual	330,176	616,400	622,400
Commodities			
Capital Outlay	35,166	94,400	94,400
Transfer to Equipment Reserve	0	0	
Cash Forward (2017 column)			
Miscellaneous	1,472	184	701,856
Does miscellaneous exceed 10% of Total E			Exceed 10% Rule
Total Expenditures	366,814	710,984	1,418,656
Unencumbered Cash Balance Dec 31	1,008,940	850,056	0
2015/2016/2017 Budget Authority Amount	1,109,312	767,764	1,418,656

Adopted Budget

Motor Vehicle Operations	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	65,181	153,619	113,142
Receipts:			
Vehicle Fees	751,625	750,000	750,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	751,625	750,000	750,000
Resources Available:	816,806	903,619	863,142
Expenditures:			
Personnel	635,262	647,477	710,710
Contractual	23,021	36,650	43,150
Commodities	4,904	5,850	8,250
Capital Outlay	0	0	0
Transfer to Equipment Reserve	0	1,000	1,000
Transfer to General	0	77,400	88,332
Cash Forward (2017 column)			
Miscellaneous	0	22,100	11,700
Does miscellaneous exceed 10% of Total E			
Total Expenditures	663,187	790,477	863,142
Unencumbered Cash Balance Dec 31	153,619	113,142	0
2015/2016/2017 Budget Authority Amount	757,000	789,048	863,142

See Tab C

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol Programs	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	30,205	33,761	19,160
Receipts:			
Alcohol Tax	19,597	26,500	23,683
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	19,597	26,500	23,683
Resources Available:	49,802	60,261	42,843
Expenditures:			
Alcohol/Drug Abuse Agencies	16,041	41,101	42,843
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	16,041	41,101	42,843
Unencumbered Cash Balance Dec 31	33,761	19,160	0
2015/2016/2017 Budget Authority Amount	32,989	41,101	42,843

Adopted Budget

Special Parks & Recreation	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	32,455	49,562	60,462
Receipts:			
Alcohol Tax	17,107	13,200	13,931
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	17,107	13,200	13,931
Resources Available:	49,562	62,762	74,393
Expenditures:			
Recreational Facilities	0	2,300	74,393
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	2,300	74,393
Unencumbered Cash Balance Dec 31	49,562	60,462	0
2015/2016/2017 Budget Authority Amount	51,427	59,132	74,393

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Local County Sales Tax	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	2,915,969	1,057,580	459,591
Receipts:			
Special Assessments	31,018	30,675	
Transfer from General	2,400,000	2,400,000	2,790,100
Real Estate Tax	12,312	0	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	2,443,330	2,430,675	2,790,100
Resources Available:	5,359,299	3,488,255	3,249,691
Expenditures:			
Bond Principal	3,520,000	2,340,000	790,000
Bond Interest	781,719	688,664	633,960
Future Payments	0	0	1,825,731
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	4,301,719	3,028,664	3,249,691
Unencumbered Cash Balance Dec 31	1,057,580	459,591	0
2015/2016/2017 Budget Authority Amount	5,406,262	4,476,449	3,249,691

Adopted Budget

0	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2015/2016/2017 Budget Authority Amount	0	0	0

NOTICE OF BUDGET HEARING

The governing body of
Douglas County

will meet on August 10, 2016 at 6:00 PM at Douglas County Courthouse Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Douglas County Budget Office 1100 Massachusetts St Lawrence, KS and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Est. Tax Rate*
General	42,314,587	26.611	46,492,737	25.973	49,089,460	36,225,653	29.042
Debt Service	368,479		321,285		529,568		
Road & Bridge	5,530,856	3.021	6,285,820	3.209	6,484,832	3,230,248	2.590
Ambulance	5,739,060	2.670	5,701,502	2.885	7,075,698	4,211,570	3.376
Employee Benefits	10,000,572	7.222	10,466,531	7.404	11,397,513	8,709,326	6.982
Special Building	157,120	0.057	700,000	0.507	1,000,448	634,999	0.509
Special Liability	304,523	0.204	330,000	0.240	460,000	321,112	0.257
Youth Services	1,686,987	1.225	1,964,723	0.880	2,007,803	1,669,740	1.339
Emergency Telephone	366,814		710,984		1,418,656		
Motor Vehicle Operation	663,187		790,477		863,142		
Special Alcohol Program	16,041		41,101		42,843		
Special Parks & Recreat			2,300		74,393		
Local County Sales Tax	4,301,719		3,028,664		3,249,691		
Non-Budgeted Funds-A	916,400						
Non-Budgeted Funds-B	336,099						
Non-Budgeted Funds-C	256,468						
Totals	72,958,912	41.010	76,836,124	41.098	83,694,047	55,002,648	44.095
Less: Transfers	0		0		0		
Net Expenditure	72,958,912		76,836,124		83,694,047		
Total Tax Levied	48,283,328		49,673,829		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,177,348,947		1,208,648,207		1,247,370,659		

Outstanding Indebtedness,

	2014	2015	2016
January 1,			
G.O. Bonds	29,335,000	26,590,000	26,590,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	29,335,000	26,590,000	26,590,000

*Tax rates are expressed in mills

Other District Funds	Prior Year Actual 2015		Current Yr Estimate 2016		Proposed Budget Year 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2016 Ad Valorem Tax	Est. Tax Rate*
Clinton Cemetery	9,022	1.063	10,600	1.057	48,573	10,027	1.064
Colyer Cemetery	13,021	0.698	7,068	0.698	26,382	17,228	0.692
East View Cemetery	2,863	0.911	4,000	0.875	8,697	3,460	0.875
Maple Grove Cemetery	8,995	0.887	11,898	0.866	31,579	8,256	0.871
Rock Creek Cemetery	980	0.697	2,945	0.702	5,468	1,645	0.679
Stull Cemetery	25,830	1.190	18,455	1.176	32,000	29,748	2.075
Twin Mound Cemetery	1,844	0.789	1,900	0.764	5,843	1,190	0.755
Hesper Charter Road Im	8,823	0.000	8,199	0.000	12,755	0	0.000

Jamie Shew- County Clerk
Clerk