

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JULY 11, 2018

4:00 p.m.

-Proclamation for "Lawrence-Douglas County Housing Authority Day, July 12" – Shannon Oury

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of acquisition of permanent easement for drainage structure replacements, Project No. 2017-60 (Kevin Sontag);
- (c) Consent Agenda approval of resolution establishing 35 mph speed limit; E 2100 Road from Route 458 (N 1000 Rd) to N 1300 Road (Keith Browning);
- (d) Approve City/County Cooperation Agreement to appoint Dr. Caleb Trent, M.S. as Medical Director for the Lawrence-Douglas County Fire Medical Department. (Jill Jolicoeur); and
- (e) Consent Agenda approval of construction contract for Project No. 2018-06, Mill, patch and overlay portions of Route 438 (Keith Browning).

REGULAR AGENDA

- (2) Approve agreement with Lawrence-Douglas County Housing Authority to lease approximately 8-10 permanent supportive housing units planned for construction on a portion of the mental health campus. (Jill Jolicoeur)
- (3) Preliminary discussion about future behavioral health initiatives – No backup
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) Board of Zoning Appeals (1) positions 10/17
- (d) Building Code of Appeals Board (2) positions 12/16
- (e) Community Corrections Advisory Board (1) position
- (f) JAAA Advisory Council (2) position
- (g) JAAA Board of Directors (1) position
- (c) Public Comment
- (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, JULY 25, 2018

WEDNESDAY, AUGUST 1, 2018

WEDNESDAY, AUGUST 8, 2018

-Consider approving a Comprehensive Plan Amendment, CPA-18-00168, to Horizon 2020, Chapter 8, Transportation.

WEDNESDAY, AUGUST 15, 2018

WEDNESDAY, AUGUST 22, 2018

WEDNESDAY, AUGUST 29, 2018 – cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 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.*



Office of the County Commission

P R O C L A M A T I O N

**LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY DAY
JULY 12, 2018**

WHEREAS, the Lawrence Housing Authority was established by the Lawrence City Commission on July 9, 1968 and over the past fifty years has constructed and operated affordable housing for low income households; and

WHEREAS, in 1983, the Douglas County Housing Authority was formed to provide Section 8 rental assistance in the rural areas of the county, which was operated by the Lawrence Housing Authority through Cooperative Agreement; and

WHEREAS, in 2000 the Douglas County Housing Authority was merged with the Lawrence Housing Authority to form the Lawrence-Douglas County Housing Authority; and

WHEREAS, the Lawrence-Douglas County Housing Authority will be hosting a 50th Anniversary Celebration to commemorate the remarkable impact affordable housing has made in our community, and to honor the individuals who made this progress possible; and

WHEREAS, the public is invited to attend this Celebration, which will be held at Babcock Place on July 12, 2018 between 11:30 am – 1:00 pm.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim Thursday, July 12, 2018 as

LAWRENCE-DOUGLAS COUNTY HOUSING AUTHORITY DAY

and urge the citizens of this community to celebrate the 50 years of service that the Lawrence-Douglas County Housing Authority has provided to the community.

ADOPTED this 11th day of July, 2018.

*BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS*

Nancy Thellman, Chairman

Michelle Derusseau, Vice -Chair

Mike Gaughan, Member



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
Kevin R. Sontag, P.S., County Surveyor

Date : July 5th, 2018

Re : Consent agenda
Acquisition of permanent easement for drainage structure replacements
Project No. 2017-60 (Str. Nos. 09.27N-22.00E and 09.38N-22.00E)

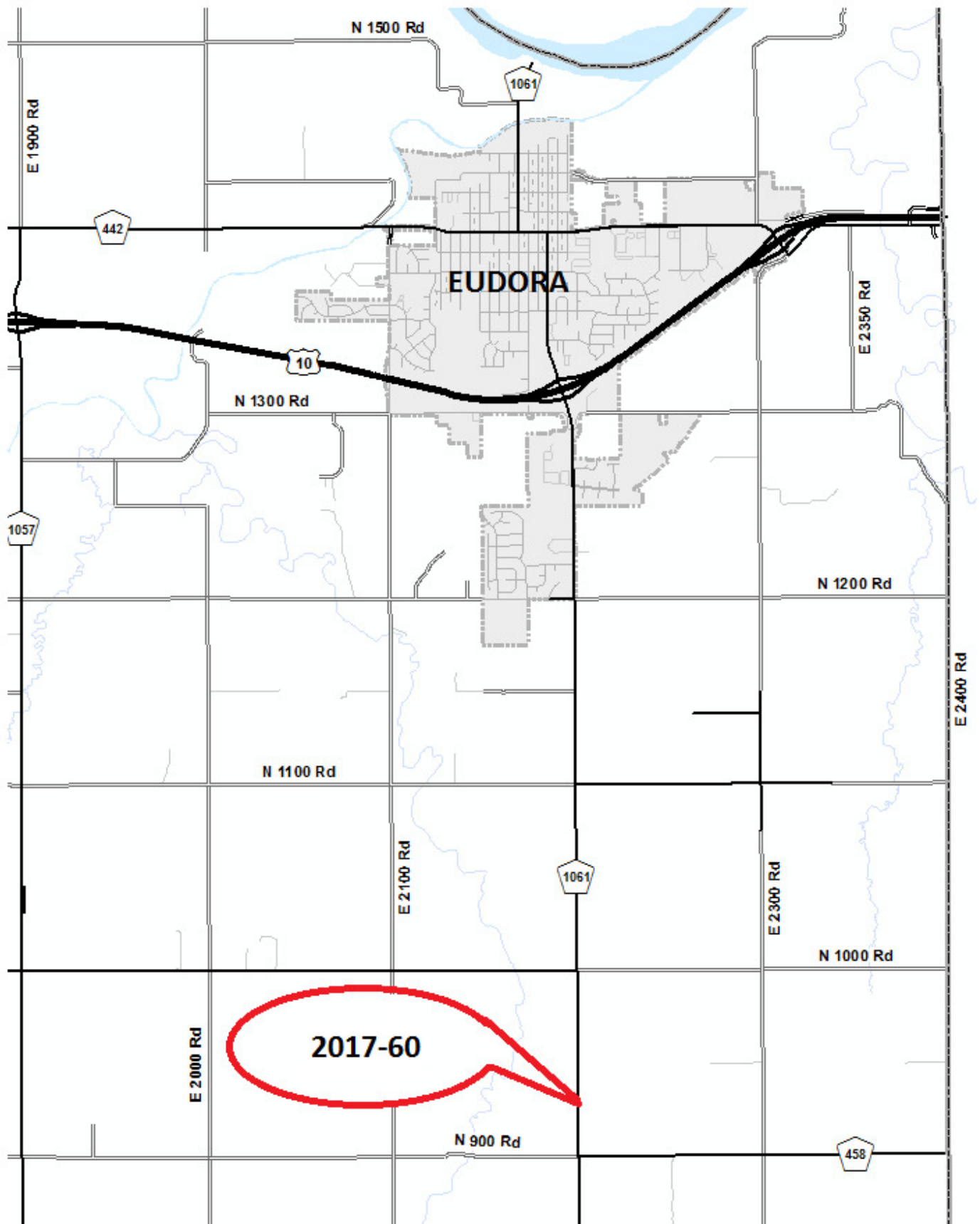
A project has been designed to replace two deficient drainage structures on E2200 Road (County Route 1061) approximately 3 miles south of Eudora. Plans were developed in-house and negotiations with the landowners for permanent road easement are complete.

Construction is currently planned to begin autumn 2018 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project, approval is recommended for the attached CONTRACTS FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 2017-60 (Str. Nos. 09.27N-22.00E and 09.38N-22.00E)

General Location Map for Project No. 2017-60





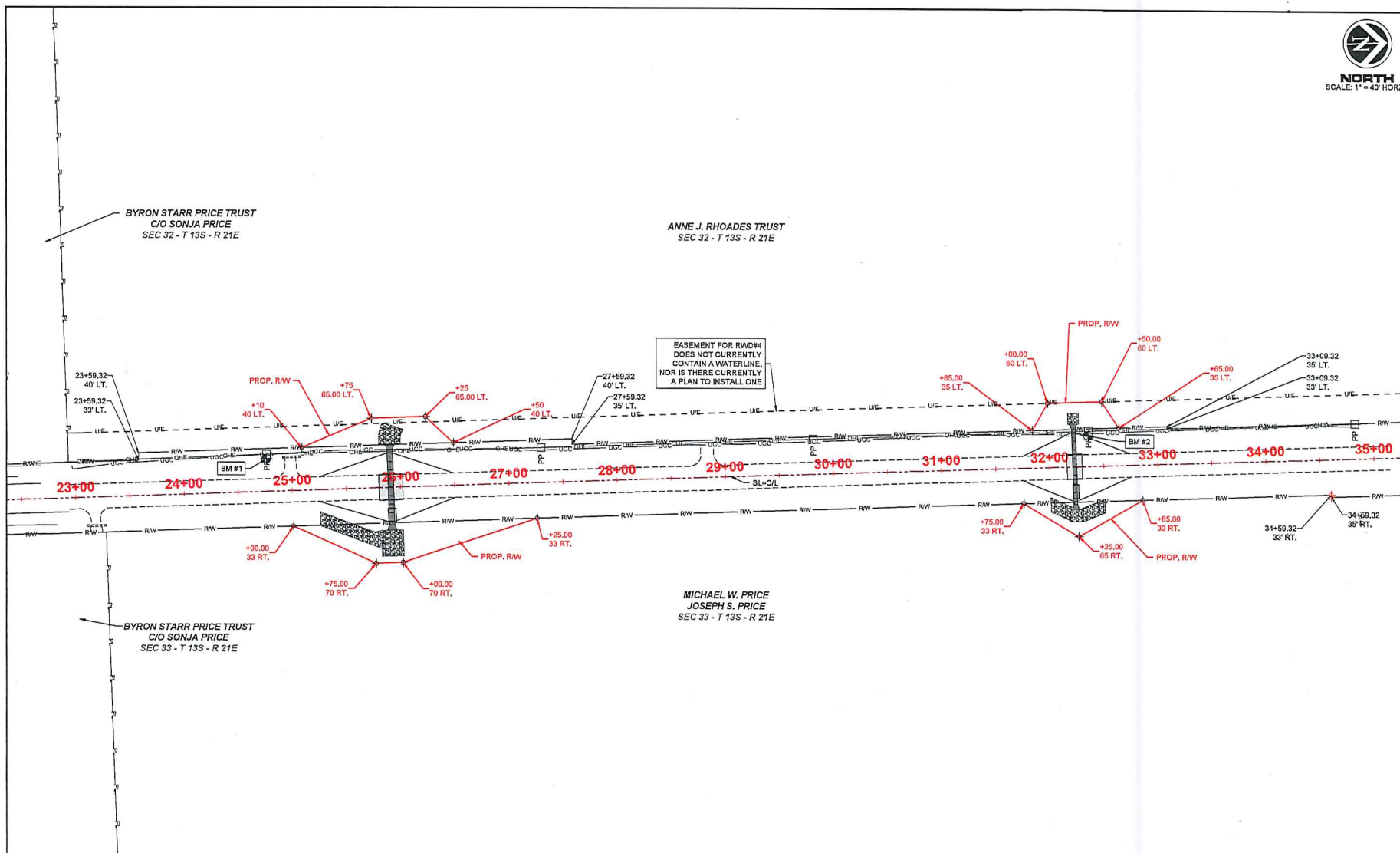
Douglas County Public Works
3755 East 25th Street
Lawrence, Kansas 66046



CULVERT REPLACEMENTS FOR E2200 RD.
Project No. 2017-60
Drawn By: J.S.
Checked By: A.S.
Date: 10/20/17

GENERAL LAYOUT & RW
SHEET 3 OF 11

CULVERT REPLACEMENTS FOR E2200 ROAD
STRUCTURE NO. 09.27N 22.00E & 09.38N 22.00E
PROJECT NO. 2017-60

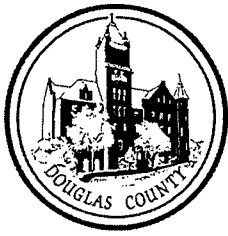


SECTION CORNER INFORMATION

SECTION CORNER	R/CODE	SECTION CORNER COORDINATE	SL- STATION	CORNER STATUS
SW CORNER SEC. 33-T13-R21	U09A	N: 208570.846 E: 2139792.440	10+00.00	RECORD
WL 1/4 CORNER SEC. 33-T13-R21	P09X	N: 211223.321 E: 2139701.374	36+54.04	RECORD

BENCHMARK INFORMATION

BM # 1	60D NAIL IN EAST FACE OF PP	N: 210045.910 E: 2139707.193	STA. 24+77.00 30.37' RT. SL	ELEV=905.096
BM # 2	60D NAIL IN EAST FACE OF PP	N: 210804.802 E: 2139682.948	STA. 32+36.41 28.68' RT. SL	ELEV=900.823



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

MEMORANDUM

To : Board of County Commissioners

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

Date : June 27, 2018

Re : Consent Agenda approval of resolution establishing 35 mph speed limit
E 2100 Road from Route 458 (N 1000 Rd) to N 1300 Road

A property owner along E 2100 Road between N 1200 Road and N 1300 Road complained about vehicle speeds in front of his residence. This section of E 2100 Road is currently posted for a 30-mph speed limit, however we can find no supporting resolution establishing this speed limit. In discussing with the Eudora Township trustee, he requested we conduct a speed study on three miles of E 2100 Road from Route 458 (N 1000 Road) to N 1300 Road. From Route 458 to N 1200 Road, E 2100 Road is currently not posted for reduced speed limit. Therefore, the statutory speed limit is 55-mph or "as reasonable and prudent".

We measured traffic speeds and volumes in this three-mile section of E 2100 Road from June 20 through June 22. In each one-mile section we measured speeds in two locations, one being a more hilly section and the other a flatter section.

E 2100 Section	Road Character	24-hour Volume	(mph) 85% speed	Date Set	Date Picked up
N 1000 to N 1100	Flat	67	43	6/21/2018	6/22/2018
N 1000 to N 1100	Hilly	78	38	6/21/2018	6/22/2018
N 1100 to N 1200	Flat	120	41	6/20/2018	6/21/2018
N 1100 to N 1200	Hilly	112	37	6/20/2018	6/21/2018
N 1200 to N 1300	Flat	202	52	6/20/2018	6/21/2018
N 1200 to N 1300	Hilly	187	42	6/20/2018	6/21/2018

In the hilly sections, 85th-percentile speeds were 38, 37, and 42 mph. In the flatter sections, 85th-percentile speeds were 43, 41, and 52 mph. The 52-mph 85th-percentile speed was measured near the residence of the property owner who complained about vehicle speeds.

While measured speeds were somewhat higher, given the number of residential entrances and the geometry of the road in these three miles, we recommend establishing a 35-mph speed limit for the entire three-mile section of E 2100 Road. The Eudora Township trustee concurs with this recommendation.

Action Required: Consent Agenda approval of the attached resolution establishing a 35-mph speed limit on E 2100 Road from Route 458 (N 1000 Road) to N 1300 Road.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 35 MILES PER HOUR MAXIMUM
SPEED LIMIT ON A PORTION OF E 2100 ROAD IN EUDORA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department the maximum speed limit for the following described county road or highway, to-wit:

a portion of E 2100 Road, from the intersection with N 1000 Road (Route 458) thence north approximately three miles to the intersection with N 1300 Road, the centerline of which is more particularly described as follows:

beginning at the Southwest Corner of Section 29, Township 13 South, Range 21 East of the P.M., thence north along the section line a distance of one mile to the Northwest Corner of said Section 29, thence continuing north one mile along the section line to the Northwest Corner of Section 20, Township 13 South, Range 21 East of the P.M., thence continuing north along the section line one mile to the Northwest Quarter of Section 17, Township 13 South, Range 21 East of the P.M., and terminating at said point,

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described road under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 35 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the road above described.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

ATTEST:

Michelle Derusseau, Member

County Clerk

Mike Gaughan, Member

Memoranda

Lawrence-Douglas County
Fire Medical Department

TO: Douglas County Commission

FROM: Mark Bradford, Fire Chief
Caleb Trent, M.D. – Medical Director

CC: Craig Wienaugh, County Administrator

DATE: July 3, 2018

SUBJECT: Medical Director Salary Increase Request

I am writing to formally request an increase for Dr. Caleb Trent's current salary. As a the Medical Director with three years of service with Douglas County, Dr. Trent has always been readily available when needed and has been involved in advancing Douglas County forward in emergency medicine year after year. After review of several like-sized services it has been found that the current prescribed salary is well below the average.

Dr. Trent's role has evolved since starting with Douglas County. Added duties now include regular scheduled meetings with the Division Chief of EMS, quarterly protocol review and increased QA/QI program involvement. In the past year, Dr. Trent has been requested for many extra hours of service beyond the years past.

- Implementation and creation of the new Cardiac Arrest Protocol for Excellence (C.A.P.E.);
- 7% medical call increase in the county which involves higher QA/QI review processes;
- Advanced protocol review, maintenance and revision.

Below you will find a sample of several services and their compensation schedules:

Annual Salary	F/PT Time	Vehicle	Benefits	Salary
Olathe, KS FD	Part Time	No	Computer, Office, malpractice	\$50,000 annually
Kansas City, KS FD	Part Time	No	Computer, Office, malpractice	\$90,000 annually
Salina, KS FD	Part Time	No	Computer, Office, malpractice	\$35,000 annually
Kansas City, MO FD	Full Time	Yes	Computer, Office, malpractice	\$257,000 annually

Johnson County, KS EMS System	Full Time	Yes	Computer, Office, malpractice	\$210,000 annually
Kansas City Missouri FD	Part Time	No	Computer, Office, malpractice	\$29,000 annually
Boone County, MO EMS	Part Time	Yes	Computer and Office	\$36,000 annually
Lee's Summit, MO FD	Part Time	No	Computer, Office, malpractice	\$100/hr., not to exceed \$25k annually

Recommendations:

Dr. Trent's current annual compensation is \$18,000 and paid in 12 monthly payments of \$1500.00. In the previous section the annual compensation for like-sized, like-workload EMS System Medical Directors dictates the request for the following salary increase for Dr. Trent in 201 and 2019.

- July 1, 2018 salary increased to \$30,000, 6 monthly payments of \$2,500.00
- January 1, 2019 salary increase to \$50,000, 12 monthly payments of \$4,167.00

With the increased compensation Dr. Trent will have the ability to provide extended time commitments allowing for more time for in the EMS Quality Assurance program, crew interactions while on emergency incidents, outreach to the county first responders and continue EMS training.

cc: Attachments

Medical Director Agreement
Role of the EMS Medical Director

Role of the EMS Medical Director
Dr. Caleb Trent, Medical Director
For Lawrence-Douglas County Fire Medical and
Douglas County EMS First Responders

The general responsibilities of the medical director include the establishment and maintenance of guidelines for care. Each component of our EMS system has an important impact on patient care, and the medical director must have a working understanding of each. Dispatch, first responders, EMTs, paramedics, and ambulance transport are publicly visible components, each of which requires regular direction. Additionally, the administration, education, and quality improvement programs of the EMS system (while less visible to the general public) require active involvement.

Qualifications:

To optimize medical direction of EMS programs, the physician medical director should demonstrate the following:

1. License to practice medicine (M.D. or D.O.) with board certification in emergency medicine
2. Familiarity with the design and operation of EMS systems, particularly the system or systems in which the student will be working.
3. Education or experience in out-of-hospital emergency care and in medical direction of EMS systems.
4. Active participation in the emergency management of acutely ill and injured patients.
5. Education or experience in EMS education and methodology
6. Education or experience in mass casualty event planning / disaster medicine.
7. A working knowledge of EMS laws and regulations as well as knowledge of EMS dispatch and communications.

Expectations:

The EMS medical director physician should maintain some type of presence in the field to provide on scene medical direction, assess compliance to policy/protocols and observe the quality of patient care as well as to be a resource/teacher for prehospital personnel. The physician should also maintain current knowledge and skills appropriate for the practice of out of hospital emergency medicine. Regarding education, it is imperative the EMS agency medical director play a central role in EMS provider education and credentialing.

The medical director should be involved in the development of agency-based continuing education to assure the accuracy and validity of the program's medical content. The physician medical director should have authority over the medical content related to patient care for all courses in the EMS education program. The physician should actively participate in the medical training of prehospital providers at both a student and practitioner level by reviewing and approving all patient care practices and by assuring the appropriateness of instructors delivering medical instruction. Finally, the physician should maintain relationships within the medical community and entities with whom prehospital providers regularly interact.

Activities:

The EMS medical direction should have involvement in multiple levels of the EMS system. Below are examples of opportunities for involvement at the medical director level.

1. Communications - 911 system, medical training of dispatch, dispatch protocols, ranking of calls, quality improvement, etc.
2. Field clinical practice – retains knowledge levels appropriate for an EMS medical director and practicing Emergency Medicine Physician through continued education; maintains active clinical practice in Emergency Department setting, an active clinical practice in prehospital medicine, and provision of direct medical oversight through regular field responses in the EMS System, credentialing at a hospital personnel based upon recognized standards, skill validation and proficiency, protocols for transport and non-transport, protocols for interactions with other agencies, etc.
3. Quality - quality improvement program involvement, establishment of measurable standards that reflect the goals and expectations of the system, data collection, ensuring compliance with patient protocols, etc.
4. Education - development of agency-based continuing education to assure the accuracy and validity of the program's medical content, education of current providers, education of pre-hospital students, anticipation in endeavors which currently a patient of research methods to improve patient care, cost effectiveness and system performance, etc.
5. System operations - advocating for quality medical care and patient outcomes, accepting feedback from consumers or health care providers, collaborating with other health provider/systems to integrate care, analyzing system efficacy and cost effectiveness with respect patient outcomes, as well as collaborating with other providers and that works with regard to public health issues, etc.

EMS Agency Obligations:

The EMS program has the obligation to provide the physician medical director with the resources and authority commensurate with the responsibilities outlined above, including the following.

1. Appropriate compensation for the time required.
2. Necessary material resources and personnel support.
3. Appropriate academic appointment, if applicable.
4. Formal agreement or contract delineating the medical director's authority and responsibilities to the program and the program's obligations to the physician medical director.

**A CITY/COUNTY COOPERATION AGREEMENT
APPOINTING
DR. CALEB TRENT, M.D.
AS MEDICAL DIRECTOR
FOR THE LAWRENCE-DOUGLAS COUNTY FIRE MEDICAL DEPARTMENT**

WHEREAS, K.S.A. 65-6126 requires each emergency medical service to have a medical director appointed by the operator of the service to review, implement medical protocols, approve and monitor the activities and education of the attendants; and

WHEREAS, the governing body of the City of Lawrence, Kansas, hereinafter "City" and Douglas County, Kansas, hereinafter "County", have entered into an agreement by which the City, through the Lawrence-Douglas County Fire Medical department (hereinafter "LDCFM") is the "operator" of an "ambulance service", as those terms are defined in K.S.A. 65-6112(c) and (r), respectively; and

WHEREAS, it is the desire of the City/County to appoint Dr. Caleb Trent, M.D., employed with Lawrence Emergency Medicine Associates, P.A., hereinafter "Dr. Trent" or "Medical Director" as the medical director of the LDCFM to perform the duties and have the authority as hereinafter set out.

NOW THEREFORE, THE CITY/COUNTY, DR. TRENT, AND LAWRENCE EMERGENCY MEDICINE ASSOCIATES, PA AGREE AS FOLLOWS:

SECTION I. APPOINTMENT: Dr. Caleb Trent, M.D., is hereby appointed Medical Director (as that term is used in K.S.A. 65-6126) of LDCFM and Dr. Trent accepts the appointment and agrees to serve in this capacity.

SECTION II. TERM: This Agreement and the foregoing appointment shall commence on July 1st, 2018 and continue for a term of 6 months, expiring December 31st, 2018. This appointment will automatically renew for additional successive 12 month terms unless the City/County or Dr. Trent shall give notice in writing to the other 180 days prior to any automatic renewal of intent to terminate the services described hereunder. This agreement automatically terminates if Dr. Trent ceases to be associated, whether employed or retained as an independent contractor, with Lawrence Emergency Medical Associates, PA, and no further compensation will be made after termination.

SECTION III. ACCOUNTABILITY: The Medical Director shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the Chief of the LDCFM, or the Chief's designee. Whenever this Agreement requires, or when it becomes necessary, for the Medical Director to advise, provide or communicate information to, or seek approval of, the City/County in matters relating to the Medical Director's services, such communication shall be directed to, and any approval shall be sought from, both the City Manager of Lawrence and the County Administrator, Douglas County, Kansas, or his/her designees.

SECTION IV. COMPLIANCE WITH LAW: The Medical Director shall ensure that personnel operating under his/her authority are in compliance with the provisions of K.S.A. 65-6101 *et seq.*, and are operating according to the protocol and standard operating guidelines established by the Medical Society of Douglas County and LDCFM.

SECTION V. REQUIREMENTS OF THE POSITION: The Medical Director shall be responsible for LDCFM medical treatment procedures for providing pre-hospital medical care of persons requiring services of LDCFM within Douglas County. The Medical Director shall possess the following qualifications and perform the following duties:

A. Qualifications:

1. Must submit proof that he holds a current license to practice medicine and surgery in the State of Kansas and is a member of the Lawrence Memorial Hospital medical staff.
2. Must be Board Certified in critical care medicine or in one of the subspecialty areas, i.e. internal medicine, emergency medicine, surgery, pediatrics, or anesthesiology.
3. Be routinely involved in the active management of critically ill or injured patients.
4. Have at least three (3) years in the pre-hospital and emergent care of the acutely ill or injured patient.
5. Have demonstrated active involvement in the training of basic life support (BLS) and advance life support (ALS) pre-hospital medical care.
6. Have demonstrated active involvement in all aspects of the quality assessment of pre-hospital medical care.
7. Have demonstrated active involvement in an Emergency Medical Service System (EMSS).
- B. Be familiar with the legislative processes affecting EMSS in Kansas and Douglas County.

B. Responsibilities:

1. To serve as the "Medical Director" for LDCFM as defined by K.S.A. 65-6126, and fulfill all statutory and regulatory requirements of such position.
2. To establish and monitor medical education standards and activities for all State certified medical personnel of LDCFM and other attendants.
3. Place limitations on the level of pre-hospital activities of those who deviate from the established medical standards.
4. Recommend standing orders to the "local component medical society" for their approval as required by K.S.A. 65-601 *et seq.*
5. Implement medical protocols, with the assistance of the EMS Advisory Committee, which are appropriate to the training and expertise of the personnel of LDCFM. These medical treatment protocols shall include guidelines under which non-transport of patients may occur.

6. Ensure quality patient care by providing review of patient care records as deemed necessary by the Chief of LDCFM or his/her designee, and no less than quarterly assessment of patient management in the field.
7. To coordinate with the Lawrence Memorial Hospital staff to facilitate a continuum of care approach to delivery of service by LDCFM.
8. Review or cause the peer review of all patient contacts by LDCFM personnel.
9. Implement medical quality assurance and improvement measures to identify LDCFM patient care performance, as well as individual and service wide strengths and weaknesses.
10. Assist in the representation of pre-hospital medical care interests of LDCFM at selected meetings pertaining to department.
11. Conduct or participate in scientific research to evaluate the delivery of pre-hospital medical care by LDCFM.
12. Provides medical advice regarding remedial education and the restriction of technician patient functions if required.

SECTION VI. COMPENSATION.

A. Compensation of Terms – July 1, 2018 thru December 31, 2018

1. The County agrees to pay Lawrence Emergency Medicine Associates, PA an amount for the first term not to exceed \$15,000 for this six (6) month term as compensation for the Medical Director's (who is an employee of Lawrence Emergency Medicine Associates, PA) satisfactory performance of services rendered during the initial term of this Agreement. Payment shall be made in equal monthly installments of \$2,500.00 by the last day of each month during the term of this Agreement.

Compensation of Terms – January 1, 2019 thru December 31, 2019

2. The County agrees to pay Lawrence Emergency Medicine Associates, PA an amount for the first term not to exceed \$50,000 for this twelve (12) month term as compensation for the Medical Director's (who is an employee of Lawrence Emergency Medicine Associates, PA) satisfactory performance of services rendered during the initial term of this Agreement. Payment shall be made in equal monthly installments of \$4,167.00 by the last day of each month during the term of this Agreement.

- B. Compensation to Dr. Trent will be provided by his employer, and no further compensation from the County or City will be provided.
- C. Renewal compensation, unless otherwise agreed to by both Lawrence Emergency Medicine Associates, PA and the County, shall be the amount stated above in Paragraph A for any renewal term.
- D. Compensation upon termination of this Agreement, for any reason, during either the initial or any renewal term, shall end effective the date of termination.

SECTION VII. INDEMNIFICATION: The City, County, and their officers, employees, agents and volunteers shall be held harmless and fully indemnified by the Medical Director from any and all loss, damage, liability, claim, demand or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission of willing misconduct of the Medical Director in the performance of this agreement.

Authorized by the governing body of the City of Lawrence, Kansas on _____, 2018.

Thomas M. Markus, City Manager

Authorized by the Board of Douglas County Commissioners, on _____, 2018.

Nancy Thellman Chair, Board of Douglas County Commissioners

ATTEST:

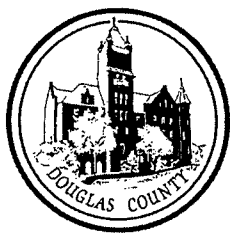
Jaime Shew, Douglas County Clerk

Lawrence Emergency Medicine Associates, PA

Signature: _____ Date: _____

Caleb Trent, M.D., Medical Director

Signature: _____ Date: _____



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

MEMORANDUM

To : Board of County Commissioners

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

Date : July 5, 2018

Re : Consent Agenda approval of construction contract for Project No. 2018-06
Mill, patch and overlay portions of Route 438

We opened bids June 22 for the referenced project. The project entails patching and overlaying the existing pavement in the two widened areas of Route 438 at the Berry Plastics entrance and at the K-10 intersection. The area near the K-10 intersection will also be milled before patching and overlaying.

We received one contractor's bid (also see attached bid tabulation).

Bidder	Total Bid
Sunflower Paving Inc	\$565,292.45
Engineer's Estimate	\$550,183.00

Although the lone bid exceeds the Engineer's Estimate by 2.75%, we recommend awarding the contract to Sunflower Paving. Kansas statutes (K.S.A. 68-521) allow letting road construction and maintenance contracts at an amount up to 110% of the Engineer's Estimate.

Road & Bridge Fund 201 includes \$1,312,500 for road maintenance contracts, and the CIP includes \$325,000 available for annual contract maintenance projects.

While we think the project quantities for asphalt patching are reasonably accurate, the exact amount of patching required may change once work begins. We request authorization to approve change orders up to 5% of the contract amount.

Action Required: Consent Agenda approval to award a contract to Sunflower Paving, Inc. in the amount of \$565,292.45 for Project No. 2018-06, pavement rehabilitation on portions of Route 438, and authorization for the Public Works Director to approve change orders up to 5% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2018-06/BID NO. 18-F-0009
MILL & OVERLAY ROUTES 458 -BERRY PLASTICS AND K-10 WIDENING
BID TABULATION
June 22, 2018

ROUTE 458 (BERRY PLASTICS)				ENGINEER'S ESTIMATE		Sunflower Paving Inc					
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00				
2	MILLING (TRANSITION ONLY)	S.Y.	2028	\$1.50	\$3,042.00	\$4.30	\$8,720.40				
3	HMA OVERLAY (SR-12.5A)(PG 76-28)(3")	TON	1816	\$90.00	\$163,440.00	\$105.70	\$191,951.20				
4	MATERIAL FOR HMA PATCHING (SR-12.5A) (PG 64-22)	TON	250	\$125.00	\$31,250.00	\$120.00	\$30,000.00				
5	AGGREGATE SHOULDERING (AS-1)	TON	300	\$27.00	\$8,100.00	\$25.70	\$7,710.00				
6	FLAGGER (SET)	HR	1	\$40.00	\$40.00	\$40.00	\$40.00				
7	TRAFFIC CONTROL-TWO LANE WITH ONE LANE CLOSED	L.S.	1	\$8,000.00	\$8,000.00	\$4,700.00	\$4,700.00				
8	MAINTENANCE & RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00				
SUBTOTAL BID -					\$225,872.00		\$250,121.60				

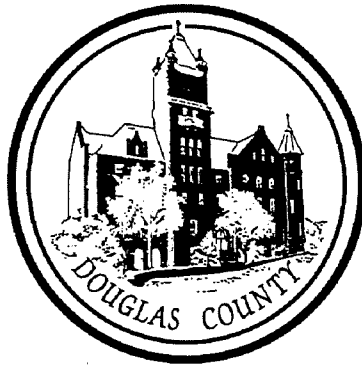
ROUTE 458 (K-10 WIDENING)				ENGINEER'S ESTIMATE		Sunflower Paving Inc					
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	L.S.	1	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00				
2	MILLING (1.5" NOMINAL)	S.Y.	13031	\$5.00	\$65,155.00	\$2.05	\$26,713.55				
3	HMA OVERLAY (SR-12.5A)(PG 76-28)(3")	TON	2310	\$90.00	\$207,900.00	\$104.90	\$242,319.00				
4	MATERIAL FOR HMA PATCHING (SR-12.5A) (PG 64-22)	TON	250	\$125.00	\$31,250.00	\$120.00	\$30,000.00				
5	AGGREGATE SHOULDERING (AS-1)	TON	258	\$27.00	\$6,966.00	\$26.35	\$6,798.30				
6	FLAGGER (SET)	HR	1	\$40.00	\$40.00	\$40.00	\$40.00				
7	TRAFFIC CONTROL-TWO LANE WITH ONE LANE CLOSED	L.S.	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00				
SUBTOTAL BID -					\$324,311.00		\$315,170.85				
GRAND TOTAL BID -					\$550,183.00		\$565,292.45				

ADDENDUM					Y		Y		
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Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2018-06

MILL AND OVERLAY
BID #18-F-0009

Douglas County Commissioners

Nancy Thellman, Chairman

Mike Gaughn, Member

Michelle Derusseau, Member

Approved By:

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

Date: 5/29/2018

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009

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ATTACHMENTS:

Map of Douglas County showing approximate project locations
Typical Section
HMA Pavement Patching Detail
Milling Details (Berry Plastics & K-10 Widening)
Traffic Control Detail

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract noted above will be received in the Office of the Douglas County Clerk until 3:00 P.M., Friday, June 22, 2018, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2018-06 consists of Milling (Transition and/or 1.5"), HMA-Patching, HMA-Surfacing, Aggregate Shouldering, and Traffic Control.

Douglas County Project 2018-06 is located on Douglas County Route 438 (Berry Plastics) and (K-10 Widening) approximately 4-5 miles southeast of Lecompton, KS.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room 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. 2018-06", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Plans are on file and open for public inspection at the Office of the County Engineer.

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

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

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

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 5/29/2018

Publication Date: Friday June 1, 2018
Saturday June 9, 2018

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009

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 Drexel Technologies.
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. 2018-06" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS (Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 NOTICE TO CONTRACTORS (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 3755 E. 25th Street, Lawrence, Kansas 66046. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

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

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

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

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2018-06", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS (Continued)

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

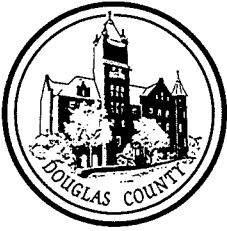
In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

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

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



DOUGLAS COUNTY 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

July 18, 2018

**BID DOCUMENTS
FOR
DOUGLAS COUNTY, KANSAS**

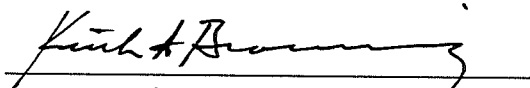
**BID NO. 18-F-0009
PROJECT NO. 2018-06**

ADDENDUM NO. 1

This addendum is issued to verify that the above named Bid Documents are modified and/or supplemented, as noted herein, and is, from the above date an integral part of the Bid Documents.

1. Add PSP 15-DG-602(A) Modified Requirements – Asphalt Mixtures to the contract.

The Contractor shall hereby acknowledge receipt of the above referenced addendum on the Proposal (P-1) page of the original set of contract documents prior to submittal.


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

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

SECTION 602

MODIFIED REQUIREMENTS – ASPHALT MIXTURES

Project Number: 2018-06

The asphalt mixes listed in **TABLE 1** have the following project mix requirements. [Reference **TABLE 602-1, COMBINED AGGREGATE REQUIREMENTS**].

TABLE 1: PROJECT MIX REQUIREMENTS

MIX CRITERIA	SR-12.5A (PG76-28)⁽¹⁾
AGGREGATE:	
Coarse Angularity (min.%)	85/80
Uncompacted Voids-Fine (min. %)	45
Sand Equivalent (min. %)	45
Reclaimed Asphalt Pavement (RAP) (max. %)	15
COMPACTION REVOLUTIONS:	
N _{ini} (level of compaction)	8 (≤90.0)
N _{des}	100
N _{max}	160
MIX:	
VMA	14
VFA	65 - 76
MINIMUM	80

- (1) Between 0 and 15% RAP may be used. The contractor will be permitted to use their RAP supply for this project. The RAP Bulk Specific Gravity shall be shown on the asphalt mix design. No Recycled Asphalt Shingles (RAS) will be permitted. The required binder and name shown below are based on the percent RAP used in the contract. The mix will be paid for at the bid price of SR-12.5A (PG76-28).

Percent RAP	Name
0 - 15	SR-12.5A (PG76-28)

For information only, the 20 year design lane traffic is 5.7 million ESALs.

6/18/2018

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009
PROPOSAL

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

1. Proposal of Sunflower Paving, Inc for the performance of "Douglas County Project No. 2018-06", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within Twenty (20) working days. The earliest anticipated date for the "Notice to Proceed" is September 4, 2018. The latest anticipated date for the "Notice to Proceed" is September 17, 2018.
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.

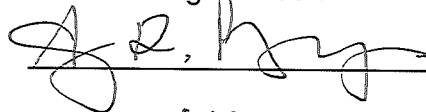
Dated

1

6/18/18

Sunflower Paving, Inc
Name of Organization

By:


CFO

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009

SCHEDULE OF PRICES

ROUTE 458 (BERRY PLASTICS)

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	5,000.00	5,000.00
2	MILLING (TRANSITION ONLY)	S.Y.	2,028	4.30	8,720.40
3	HMA OVERLAY (SR-12.5A)(PG 76-28)(3")	TON	1,816	105.70	191,951.20
4	MATERIAL FOR HMA PATCHING (SR-12.5A) (PG 64-22)	TON	250	120.00	30,000.00
5	AGGREGATE SHOULDERING (AS-1)	TON	300	25.70	7,710.00
6	FLAGGER (SET)	HR	1	\$40.00	\$40.00
7	TRAFFIC CONTROL-TWO LANE WITH ONE LANE CLOSED	L.S.	1	4,700.00	4,700.00
8	MAINTENANCE & RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2,000.00	\$2,000.00

SUBTOTAL BID \$250,121.60

ROUTE 458 (K-10 WIDENING)

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	4,300.00	4,300.00
2	MILLING (1.5" NOMINAL)	S.Y.	13,031	2.05	26,713.55
3	HMA OVERLAY (SR-12.5A)(PG 76-28)(3")	TON	2,310	104.90	242,319.00
4	MATERIAL FOR HMA PATCHING (SR-12.5A) (PG 64-22)	TON	250	120.00	30,000.00
5	AGGREGATE SHOULDERING (AS-1)	TON	258	26.35	6,798.30
6	FLAGGER (SET)	HR	1	\$40.00	\$40.00
7	TRAFFIC CONTROL-TWO LANE WITH ONE LANE CLOSED	L.S.	1	5,000.00	5,000.00

SUBTOTAL BID \$315,170.85

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID \$565,292.45

CONTRACTOR Sunflower Paving, Inc

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-06
BID #18-F-0009

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2018, 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. 2018-06
BID #18-F-0009

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. 2018-06
BID #18-F-0009

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. 2018-06
BID #18-F-0009

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Chairperson of Board of County Commissioners

Date: _____

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 2018-06 consists of Milling (Transition and/or 1.5"), HMA-Patching, HMA-Surfacing, Aggregate Shouldering, and Traffic Control

Douglas County Project 2018-06 is located on Douglas County Route 438 (Berry Plastics) and (K-10 Widening) approximately 4-5 miles southeast of Lecompton, KS.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

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.

SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-11, Delete the second paragraph and replace with the following:

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

(Note: The following sentence has been deleted from Subsection 804.1: "The most direct route to the nearest state highway that is used for hauling commercial material into or from a commercially established plant site is not designated as part of the haul road. Roads into and from quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-11, Delete the first paragraph and replace with the following:

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

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

Payment for Maintenance and Restoration of Haul Roads will be made if Douglas County determines the contractor damaged any roadways as stated above for constructing both segments of Route 458 (Berry Plastics and K-10 Widening). This pay item will only be listed once on the schedule of prices.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

RATES OF APPLICATION/ PROJECT CONTINGENCIES/GENERAL INFORMATION:

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 458 (Berry Plastics)	1,750 L.F.	Varies	5%	10%
ROUTE 458 (K10 Widening)	2,053 L.F.	Varies	5%	10%

-All millings will become property of the contractor and shall be removed from the project.

-The contractor shall place temporary striping after both the milling and surfacing operations. Temporary striping materials shall be approved by the Engineer prior to placement.

-Route 458 (K-10 Widening) has 2 types of crack reducing mat under the existing double chip and seal surface. The north ½ of the roadway including the north shoulder has Propex Petro Mat and the south ½ including the south shoulder has Tencate Mirafi MPV500 Mat.

-HMA transitions (1'-3' in length) required at all paved entrances/side roads to construct a smooth transition from the newly constructed asphalt surface. Temporary HMA transitions will be required at all headers from milling operations or days end of paving operations. These should be removed prior to surfacing.

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

-PG 76-28 Polymer Emulsified Oil shall be used for the surface mix. PG 64-22 shall be used for the patch mix.

-The 3" surfacing shall be placed in 2 lifts (1.5" each).

-TE730 (typical) will be followed for flagger and/or pilot car operations. The typical signing for a major collector approach will be used when signing for both segments.

-This project will not be profiled.

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

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

2.0 MATERIALS:

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

3.0 EQUIPMENT:

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

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

4.0 CONSTRUCTION METHODS:

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

The Engineer may allow short sections of handwork when necessary for transitions at driveways, intersections, bridges or other obstructions. Safety edge shape shall be constructed as shown in the contract documents.

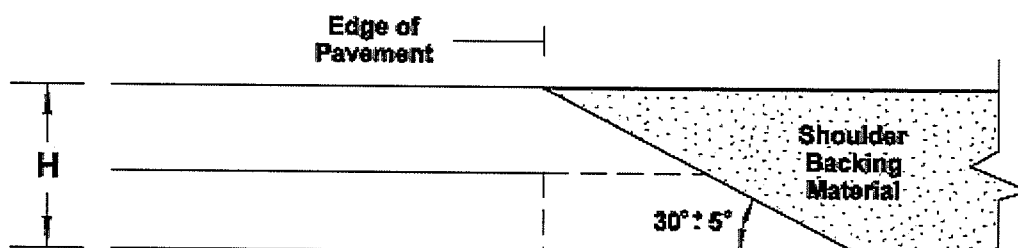
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

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



For H < 5 In.

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

Kansas LTAP

1530 W. 15th Street #2160

Lawrence, Kansas 66045

Phone: 785-864-5658

Fax: 785-864-3199

<http://www.ksltap.org>

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 May, 2018 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 May, 2018.

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

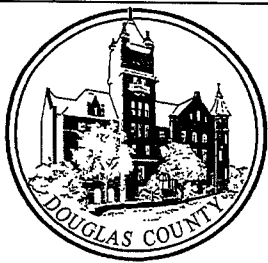
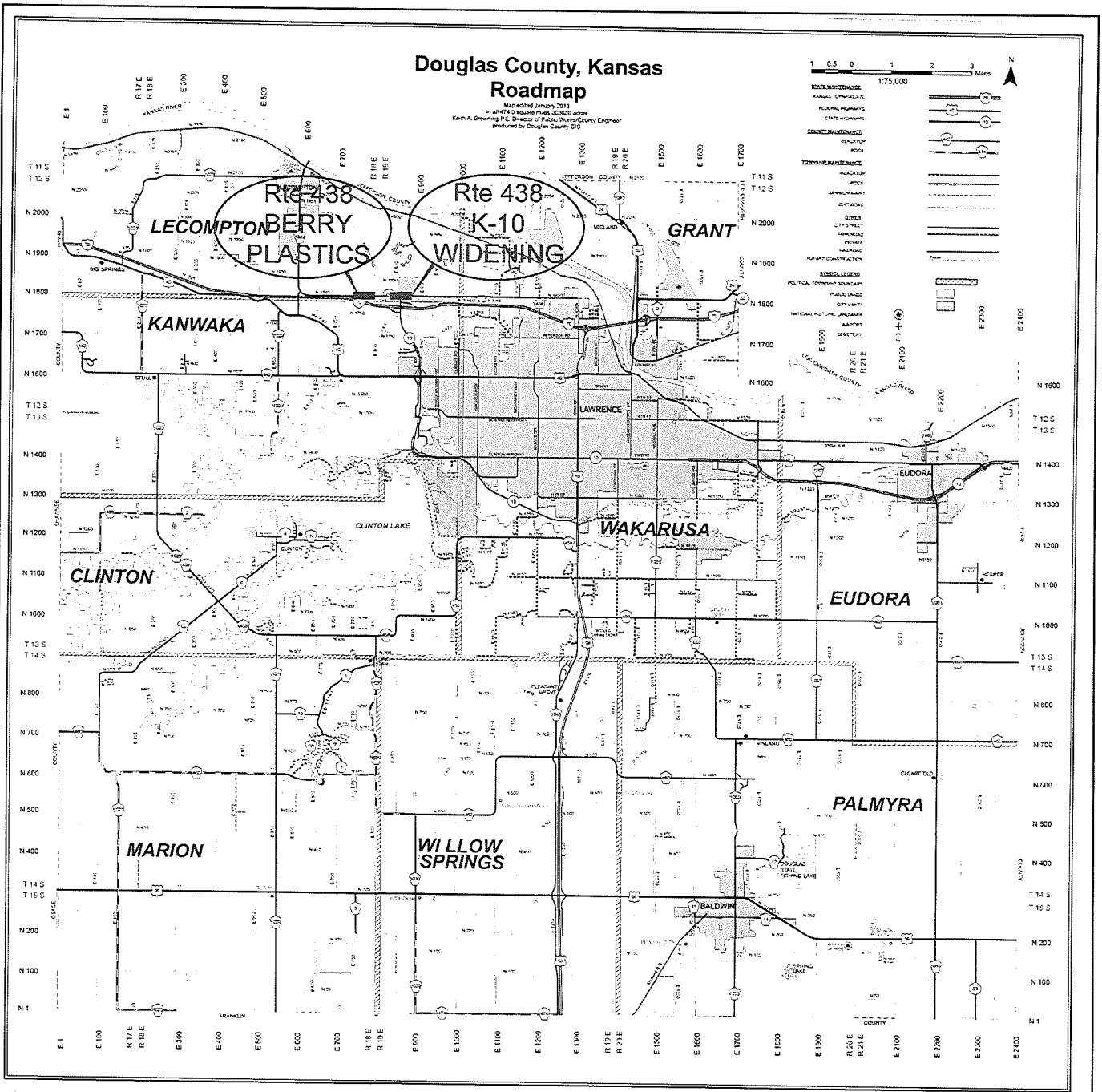
Example:

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

PROJECT 2018-06

PROJECT LOCATION MAP

DOUGLAS COUNTY, KS



Douglas County Public Works

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

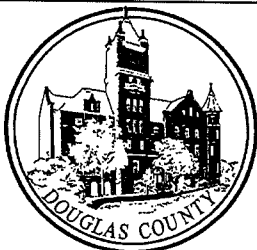
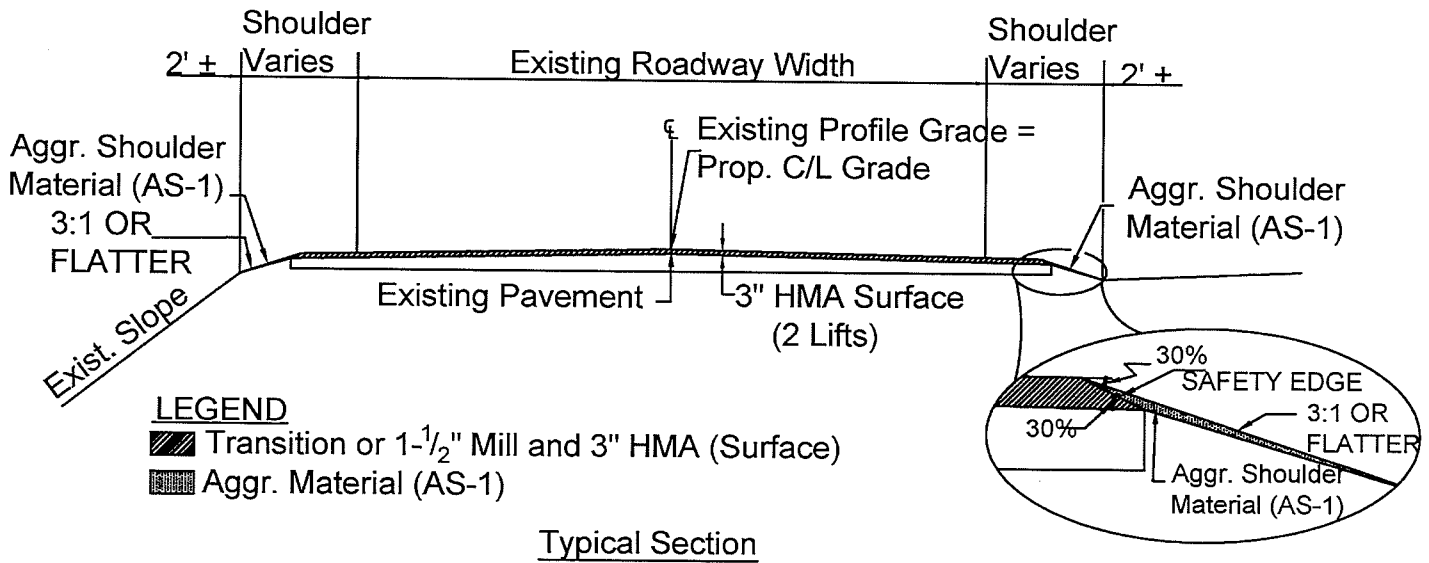
PROJECT NO.	2018-06
DESIGNED BY	N.P.
DRAWN BY	Z.W.

PROJECT LOCATION MAP
ROUTE 438
K-10 WIDENING
BERRY PLASTICS

PROJECT 2018-06

TYPICAL SECTION

DOUGLAS COUNTY, KS



Douglas County Public Works

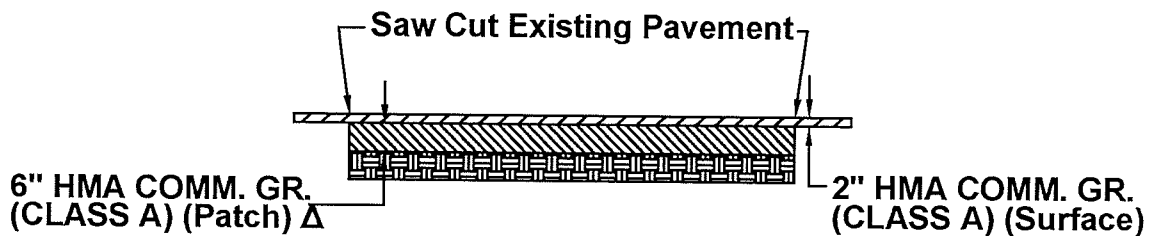
3755 E. 25th Street
Lawrence, Kansas 66046-5674

PROJECT NO. 2018-06
DESIGNED BY N.P.
DRAWN BY Z.W.

PROJECT LOCATION MAP

ROUTE 438
K-10 Widening
Berry Plastics

HMA PAVEMENT PATCHING DETAIL

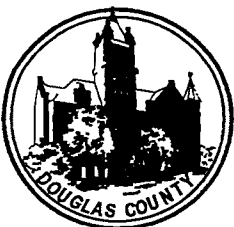


Typical Detail for Patching

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

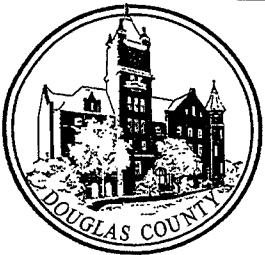
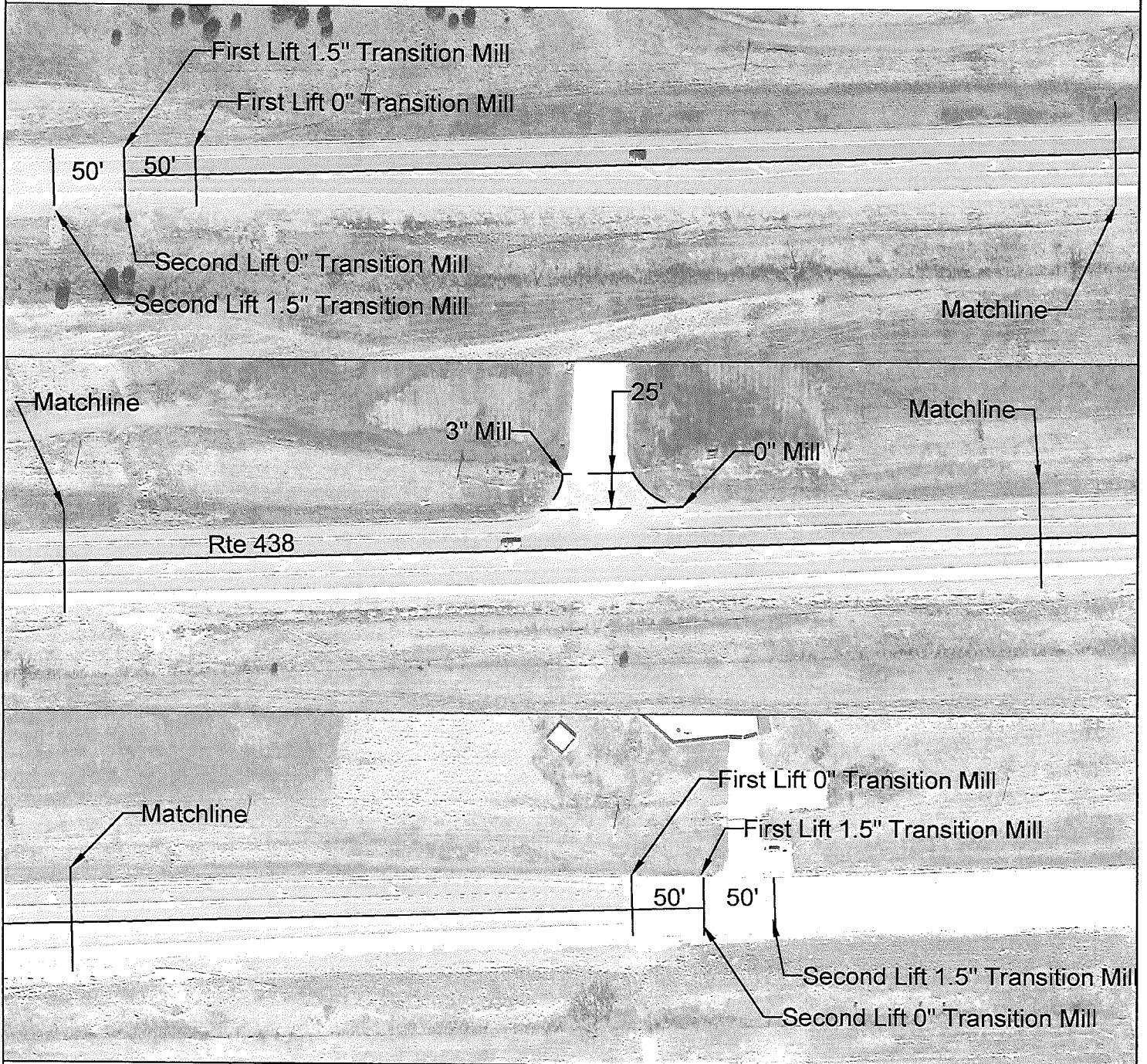
HMA PAVEMENT PATCHING DETAIL



PROJECT 2018-06

Rte 438 Berry Plastics

DOUGLAS COUNTY, KS



Douglas County Public Works

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

PROJECT NO.	2018-06
DESIGNED BY	N.P.
DRAWN BY	Z.W.

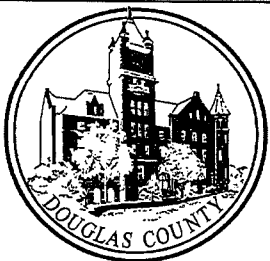
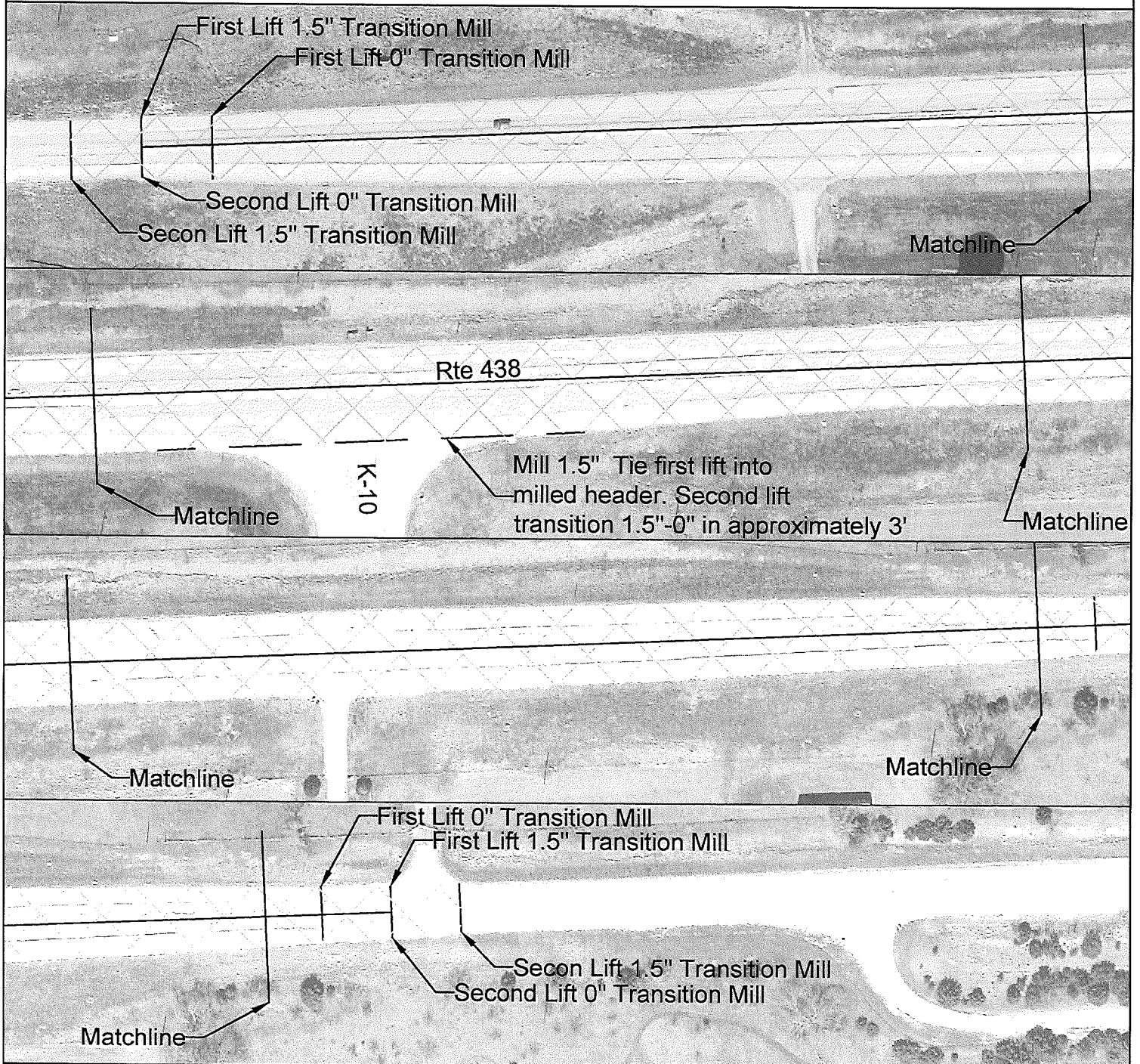
PROJECT LOCATION MAP
ROUTE 438
Berry Plastics
K-10 Widening



PROJECT 2018-06

Rte 438 K-10 WIDENING

DOUGLAS COUNTY, KS



Douglas County Public Works

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

PROJECT NO.	2018-06
DESIGNED BY	N.P.
DRAWN BY	Z.W.

PROJECT LOCATION MAP
ROUTE 438
BERRY PLASTICS
K-10 WIDENING



DOUGLAS COUNTY ADMINISTRATOR

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G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Lease agreement with Lawrence Douglas County Housing Authority for permanent supportive housing units

DATE: July 11, 2018

On March 7, 2018 the Board of County Commissioners approved a joint resolution with the City of Lawrence granting an exception to Section III of the Lawrence Douglas County Housing Authority (LDCHA) Authorizing Resolution that permits LDCHA to purchase property on the proposed mental health campus where 8-10 units of permanent supportive housing are planned, which would be deeded to Douglas County care of LDCHA. The Commission subsequently approved a real estate contract with Bert Nash for the sale of property adjacent to property owned by Douglas County for development of the proposed mental health campus on April 18, 2018. The transfer of this property from Bert Nash supports the planned construction of 8-10 permanent supportive housing which will be administered by LDCHA following construction. Programming and services are anticipated to be provided by Bert Nash and other community health providers for residents of the permanent supportive housing units.

In an effort to proceed with the permanent supportive housing project, historically referred to as Tier 3 in past conversation, and seek the appropriate authorizations from the U.S. Department of Housing and Urban Development, the lease agreement submitted for your review must be approved by Douglas County and LDCHA. This is a long-term lease with an initial term of 30 years, cost which can be renewed in successive terms for up to 80 years.

LDCHA will utilize HUD reserve funding to pay rent in an amount equal to the HUD Total Development and Housing Cost Cap Limit, following the Commencement Date of this lease following construction and receipt of an occupancy permit. As Landlord, Douglas County's sole responsibility is reflected in Section 13. A. related to maintaining the access driveway as the result of any "ordinary wear and tear and damage caused by the Tenant". As Tenant, LDCHA is responsible for all costs and expenses to maintain the premises and grounds of the leased premises. This agreement has been reviewed and approved by legal counsel. LDCHA Board of Directors is expected to review and approve this agreement on July 30th.

The following motion is recommended to approve these items: ***"Approve an agreement with the Lawrence Douglas County Housing Authority to lease 8-10 permanent supportive housing units planned for construction on a portion of the planned mental health campus."***

LEASE

THIS LEASE is entered into and made effective the ____ day of May, 2018 (the "**Effective Date**"), between BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("**Landlord**" or "**Douglas County**"), and LAWRENCE DOUGLAS COUNTY HOUSING AUTHORITY, an Agency of the City of Lawrence and Douglas County, Kansas, ("**Tenant**" or "**LDCHA**").

WHEREAS, Douglas County, in collaboration with many partners, intends to build a mental health campus which includes a mental health crisis/recovery/restoration center and related services, transitional housing and permanent supported housing ("**Campus**"); and

WHEREAS, Douglas County desires to construct permanent supported housing consisting of approximately 8-10 units on a portion of the Campus and to have the same operated by the LDCHA as affordable housing units on a portion of real property (the "**Property**") legally described in **Exhibit "A"**; and

WHEREAS, LDCHA desires to operate this newly constructed permanent supported housing on the Campus as permanent supported affordable housing units ("**Leased Premises**"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, Landlord and Tenant agree as follows:

1. **INITIAL TERM OF LEASE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises commencing on the date the Landlord receives an occupancy permit for the Leased Premises (the "**Commencement Date**") for a term of thirty (30) years (the "**Initial Term**") and shall terminate at midnight on the last day of that 30-year term (the "**Termination Date**"), unless earlier terminated or extended in accordance with the provisions of this Lease.

2. **AUTOMATIC EXTENSION OF LEASE.** Upon the expiration of the Initial Term, this Lease will automatically renew and be extended for a successive term of ten (10) years (the "**Successive Term**"). Upon the expiration of the first Successive Term, the Lease will automatically renew for an additional Successive Term of ten (10) years. Thereafter, the Lease will continue to automatically renew in this fashion for 3 additional Successive Terms, for a total Lease term, including both the Initial Term and all Successive Terms, of eighty (80) years. The terms and conditions of this Lease will be the same for each Successive Term, with the sole exception that the rent for each Successive Term will be one dollar per term (\$1.00). Provided, however, that if Tenant gives Landlord written notice of non-renewal not less than ninety (90) days before the expiration of the Initial Term or any Successive Term, then the Lease will not renew and will terminate at midnight on the last day of the then-existing term.

3. **PAYMENT OF RENT.** For rent during the Initial Term, Tenant will pay Landlord an amount equal to the HUD Total Development and Housing Cost Cap Limit ("Rent") applicable to this project and approved by HUD. All of this Rent will be paid in full within ten (10) days of the Commencement Date of the Lease. Tenant agrees to use its best efforts to maximize the HUD funds available for this project.

4. **USE OF LEASED PREMISES.** Tenant shall use and occupy the Leased Premises solely for the permanent supported affordable housing units and for no other additional purpose. Landlord and Tenant agree to execute and file with the Register of Deeds of Douglas County the Declaration of Covenants, Conditions, and Restrictions for Permanent Supported Affordable Housing Units attached hereto as **Exhibit "B."** Tenant shall obtain, at Tenant's expense, all licenses, approvals, and permits necessary for the operation and conduct of Tenant's activities upon the Leased Premises.

5. **CONSTRUCTION OF LEASED PREMISES.** It is understood by the parties that Landlord is building the Leased Premises consisting of approximately 8-10 units specifically for the Tenant to lease pursuant to

this Lease. As such, Landlord will allow Tenant to be substantially involved in the design of the Leased Premises and in the procurement of furniture, fixtures and equipment for the Leased Premises. Specifically,

A. Landlord shall coordinate with the Tenant and endeavor to further the interests of the Tenant in the project.

B. Landlord represents, and agrees that it will construct the Leased Premises in accordance with the usual and customary standards of construction in Douglas County and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, and ordinances.

C. Tenant shall have substantial input into the design of the Leased Premise and Landlord will review with Tenant all drawings, specifications, and other construction documents as they are developed by the Architect during the schematic design and design development of the Project.

D. Before proceeding into the construction document stage, the Landlord shall obtain Tenant's written approval of the design development documents, which approval shall not unreasonably be withheld.

E. Once designed, Landlord shall provide all labor, materials, equipment, tools, machinery, and construction services necessary for the completion of the Leased Premises in conformity with the construction documents. Landlord shall not make any adjustment to the approved design except as approved by the Tenant in writing, which approval shall not unreasonably be withheld.

F. During the construction of the Leased Premises, Landlord shall deliver a monthly status report to Tenant.

G. Landlord shall consult with Tenant on the selection of materials, finishes, equipment, component systems, and types of construction used in construction of the Leased Premises.

H. Landlord shall transfer to Tenant, to the extent they are transferable, all rights under manufacturer's warranties on appliances, equipment, fixtures, and consumer products included in the Improvements.

I. Tenant shall have the right to reject any materially defective work of which Tenant becomes aware and Landlord shall promptly correct any such defect at Landlord's expense.

J. Prior to the Commencement Date, should any portion of the Leased Premises be materially damaged or defective due to (i) an error or omission in any plans, drawings, specifications, and other construction document materials; or (ii) an error or negligence of any contractor or sub-contractor constructing the Leased Premises, Landlord shall promptly correct any such damage or defect. Should the Landlord unreasonably refuse or neglect to correct any such damage or defect within a reasonable time after notice, Tenant may cause the damage or defect to be corrected and collect monetary damages equal to the cost of replacing or repairing the defective work. If Tenant has not provided written notice to Landlord of any alleged damage or defect in or to the Leased Premises within one (1) year of the Commencement Date, Tenant will be deemed to have accepted the Leased Premises as-is, approved the condition thereof, and waived any claim for repairs, corrections, or other alterations of the Leased Premises by Landlord.

6. **PERMITTED TERMINATIONS.** If this Contract is terminated by either party under this paragraph, neither party shall have any further rights or obligations under this Lease.

A. Landlord may terminate this lease if Landlord is unable to obtain any and all necessary governmental approvals deemed necessary by Landlord for construction of the Leased Premises.

B. Tenant or Landlord may terminate this lease if Tenant does not obtain approval of this Lease from the U.S. Department of Housing and Urban Development ("HUD").

C. Within thirty (30) days of the approval of the Lease by HUD, Tenant, at Tenant's expense, shall perform an Environmental Review or the Property pursuant to 24 CFR part 58 or part 50. If such review does not satisfy the requirements of 24 CFR part 58 or part 50, Tenant may terminate this Lease.

D. Within thirty (30) days of the approval of the Lease by HUD, Tenant, at Tenant's expense, shall schedule with HUD a Site and Neighborhood Standards Review pursuant to 24 CFR 941.202. If such review does not satisfy the requirements of 24 CFR 941.202, Tenant may terminate this Lease.

E. If Landlord fails or refuses to substantially involve Tenant in the design of the Leased Premises as set forth in paragraph 5 above, Tenant may terminate this Lease.

7. **PROPERTY TAXES.** Although neither party expects any real estate taxes to be due and owing, should any property taxes become due during the tenancy, Landlord agrees to pay the same. Real estate taxes shall mean all taxes, assessments, and charges levied upon or with respect to the Property or the Leased Premises. Real Estate Taxes shall include, without limitation, all general real property taxes and general and special assessments, charges, fees, storm water drainage fees or other assessments for governmental services or purported benefits to the Real Estate. Real Estate Taxes shall also include any other tax, fee, or other excise, however described, that may be levied or assessed as a substitute for or as an addition to, in whole or in part, any other real estate taxes, whether now customary or in the contemplation of the parties on the day of this Lease.

8. **ALTERATIONS.** Tenant, at Tenant's sole expense, may make any material or structural alterations, additions, or modifications in or to the Leased Premises without the written consent of Landlord. All alterations, additions, and modifications which shall be made by Tenant of, in, or to the Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease. The parties acknowledge and agree that Tenant's Work shall be solely for the benefit of Tenant and Tenant's occupancy of the Premises, and that Tenant shall not be considered an agent of Landlord, at any time or for any reason, in the completion of Tenant's Work as set forth in this Lease. All improvements made to the Leased Premises by Tenant shall be made in a manner and with materials satisfactory to Landlord, and all work in making improvements by Tenant shall be completed in accordance with all applicable construction and building codes of the City of Lawrence, Kansas, and all other valid laws, ordinances, rules, and regulations applicable thereto. Tenant will defend, indemnify, and hold Landlord harmless from and against all claims, demands, liens or judgments arising out of or related to Tenant's alteration of the Leased Premises.

9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, or encumber this Lease without the prior written consent of Landlord. This section does not prevent Tenant from using the Leased Premises for supported residential housing.

10. **REMOVAL OF PERSONAL PROPERTY.** If Tenant shall fail to remove Tenant's personal property and effects from the Leased Premises upon the expiration or termination of this Lease, Landlord shall have the right and option, but not the obligation, to remove, store, discard and/or dispose of such personal property and effects, without notice and without liability to Tenant or any other person, lienholder or creditor, and Landlord shall have a lien on such personal property for any expenses reasonably incurred for moving, storage and/or disposal charges, insurance, and attorney's fees.

11. **NOTICE OF DEFECTS.** Tenant shall, upon the discovery of any other substantial defect in or injury to said Premises, or any need of other substantial repairs, promptly report the same to Landlord in writing or by telephone; however, Landlord shall be under no duty to remedy such defects or make such repairs unless otherwise expressly required to do so by this Lease.

12. **DAMAGE BY FIRE OR OTHER CASUALTY.**

A. **Prior to Commencement Date.** Prior to the Commencement Date, Landlord shall bear the risk of loss to the Leased Premises and, in the event of loss or damage by fire or other casualty, cause such damage to be repaired within a reasonable time.

B. **On and after Commencement Date.** On and after the Commencement Date, Tenant shall bear the risk of loss to the Leased Premises, and to loss of Tenant's personal property located on or about the Leased Premises. In the event of loss or damage by fire or other casualty, Tenant shall cause such damage to be repaired within a reasonable time.

D. **Disclaimer.** Tenant understands that Landlord will not carry insurance of any kind on Tenant's furniture or furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Landlord may elect to carry insurance covering all or a portion of the Leased Premises, but this will be considered for Landlord's benefit only, and will not create or imply any obligation on the part of Landlord except as expressly stated in this Agreement.

13. **MAINTENANCE AND ALTERATIONS.**

A. **Landlord's Duties.** During the term of this Lease Landlord shall maintain the access driveway in a state of good repair, ordinary wear and tear and damage caused by Tenant, its agents, employees, and invitees, excepted. Landlord shall have no other duties related to repair, maintenance, or other upkeep of the Leased Premises, except as set forth in paragraphs 5(J) and 12(A), above.

B. **Tenant's Duties.** On and after the Commencement Date, Tenant shall, at all times during the Initial Term and any Successive Term of this Lease, at Tenant's sole cost and expense, maintain the Leased Premises in a good and safe condition, and maintain the grounds of the Leased Premises, which maintenance shall include, without limitation, mowing, watering, removing debris, and otherwise maintaining any landscaping on the Premises.

C. **Right to Cure.** In the event Tenant fails, refuses or is otherwise unable to maintain or make any reasonable and necessary repairs to the Leased Premises, as described above, Landlord may, at Landlord's option and upon written notification to Tenant, cause such repairs to be made, for which purpose Landlord and Landlord's agents and employees shall have full access to the Leased Premises. Tenant shall immediately upon demand by Landlord pay to Landlord the cost of making such repairs. Landlord shall provide to Tenant all warranty information with respect to equipment, appliances, and other items of personal property located within the Leased Premises for which a warranty shall have been provided to Landlord, and Tenant shall be entitled to remedies under such warranties with respect to its obligations under this paragraph.

14. **SIGNS.** The parties understand and agree that the current ordinances of the City of Lawrence, Kansas restrict the signage that Tenant may place and display on the Leased Premises. Prior to erecting or displaying any exterior signage, Tenant shall submit to Landlord plans for the design and placement of Tenant's signage. At that time, Landlord and Tenant shall approve and attach hereto a description of acceptable signage and the location thereof for Tenant's business. No signage that is visible from the exterior shall be installed by Tenant without the prior written consent of Landlord.

15. **UTILITIES.** Tenant, at its sole expense, shall pay for all fuel, gas, water, electricity, telephone, refuse removal, sewer charges, and other utility services used by it on the Leased Premises, including electricity for the lighting of parking areas on the Leased Premises. Tenant shall indemnify and hold Landlord harmless from and against payment of all loss, costs, charges, and expenses occasioned by or arising from any utility charges. In the event Tenant shall fail to pay the utility charges which Tenant is obligated to pay by the terms of this Lease, Landlord may, at its election and without waiving any of Landlord's rights arising because of such default by Tenant, pay any such utility charges and the amount so paid therefor shall thereupon immediately become due and payable from Tenant to Landlord, together with interest thereon, at the rate of one percent (1%) per month until paid, but the payment of interest shall not excuse or cure any default by Tenant under this Lease.

17. **WASTE, NUISANCE, AND HAZARDOUS SUBSTANCES.**

A. **Covenant.** Tenant covenants not to commit, permit, or allow to occur on the Leased Premises any (1) waste, (2) noxious or offensive activity, (3) disturbing or disruptive noise, or (4) any other nuisance, nor shall anything be done on the Leased Premises which may be or become an annoyance, nuisance, security risk or safety hazard to Landlord, the tenants in the Leased Premises, or any of their agents, employees, guests or invitees. Tenant shall, free of all expense to Landlord, abate all nuisances upon demand by Landlord.

B. **Prohibited Use; Tenant's Obligations.** Tenant shall not suffer or permit any pollutants, chemical, or other toxic, hazardous, or radioactive substances to be discharged, disbursed, released, used, treated, generated, disposed of, or allowed to escape on the property and shall not install, use, incorporate into, or dispose of any asbestos or asbestos-containing materials, any lead-based paints, or any polychlorinated biphenyls (PCB's) on the property. Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by an insurance policy. In the event Tenant's occupancy or conduct of business in or on the Leased Premises, whether or not Landlord has consented to the same, results in any increase in premiums for the insurance carried from time to time by Landlord, Tenant shall pay any such increase in premiums as additional rent within ten (10) days after bills for such additional premiums shall be rendered by Landlord. Tenant shall promptly comply with all reasonable requirements of the insurance authority, or of any insurer now or hereafter in effect relating to the Leased Premises. If any insurance policy on the Leased Premises or any part thereof shall be cancelled or if cancellation shall be threatened, or if the coverage shall be reduced or be threatened to be reduced, in any way by reason of the use or occupation of the Leased Premises or any part thereof by Tenant, any assignee or subtenant of Tenant, or by anyone permitted by Tenant to be upon the Leased Premises, and if Tenant fails to take reasonable efforts to remedy the condition giving rise to the cancellation, threatened cancellation, reduction, or threatened reduction of coverage following Tenant's receipt of written notice, or to diligently prosecute such remedial action to completion within a reasonable time following Tenant's receipt of such written notice, Landlord may, at its option, enter upon the Leased Premises and attempt to remedy the condition, and Tenant shall forthwith pay the cost to Landlord as additional rent. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Leased Premises as a result of such entry, unless such damage or injury was caused by the negligence or willful act or failure to act of Landlord or its agents, servants or employees. If Landlord is unable to remedy the offensive conditions, Landlord shall have all of the remedies provided for in this Lease in the event of a default by Tenant. Notwithstanding the foregoing provisions of this paragraph, if Tenant fails to remedy the condition, Tenant shall be in default and Landlord shall have no obligations to attempt to remedy.

18. **INSURANCE.**

A. **Property Insurance.** On and after the Commencement Date, Tenant shall cause the Leased Premises and appurtenances to be insured against casualty loss with extended coverages, in an amount or amounts to be determined by Landlord, in Landlord's sole judgment, as adequate.

B. **Liability Insurance.** Tenant shall keep in force, at its sole cost, during the term of this Lease and during such other time as the Tenant occupies the Leased Premises or any part thereof, liability insurance with respect to the Leased Premises, with insurers and in form reasonably acceptable to Landlord with a minimum combined single limit of \$1,000,000.00 on account of bodily injuries to, or death of more than one person, as a result of any one occurrence or disaster, and property damage insurance with minimum limits of \$500,000.00. Tenant's employees shall not be excluded from coverage under such insurance notwithstanding their coverage under workers compensation insurance. Tenant shall cause such policy or policies to name or contain an endorsement naming Landlord as an additional insured thereunder.

C. **Workers' Compensation.** In the event Tenant's business places any or all of its employees under the coverage of workers compensation, or similar statutes, Tenant shall keep in force, at its own expense, during the Initial Term and any Successive Term of this Lease, and during such other times as Tenant occupies the Leased Premises or any part thereof, workers compensation or similar insurance affording statutory coverage and containing statutory limits. A copy of the policy or proper certificates of the insurance so maintained by Tenant shall be delivered to Landlord by Tenant. Tenant's obligation to maintain insurance, as provided in this subparagraph, shall commence on the Commencement Date.

19. **MECHANIC'S LIENS.** Tenant shall not permit any liens to stand against the Leased Premises for any labor or materials furnished to Tenant in connection with any work performed thereon, pursuant to any addition, alteration, or modification to the Leased Premises authorized by this Lease and/or for which consent has been granted by Landlord. Landlord and Tenant understand and agree that any improvements or alterations to be made by Tenant on or to the Leased Premises are for the convenience of Tenant and not for or because of any benefit to Landlord or the Leased Premises, and Tenant shall not be the agent of Landlord for any such improvements or alterations.

20. **DAMAGE TO PROPERTY OF TENANT.** Landlord shall not be liable to Tenant for any damage to property of Tenant or others contained in the Leased Premises. Landlord shall not be liable for loss of or damage to any property of Tenant by theft, or otherwise, unless expressly provided herein.

21. **DEFAULT BY TENANT, SPECIFIC REMEDIES.** If Tenant shall fail to pay any rent or other payment required by this Lease within ten (10) days from the date Landlord notifies Tenant of said late payment; if the Leased Premises shall be abandoned or vacated without the written consent of Landlord; if Tenant shall fail to comply within twenty (20) days after written notice to Tenant, with any term, provision, condition, or covenant of this Lease, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice to Tenant of such failure to comply; if Tenant shall become insolvent; if Tenant shall make an assignment for benefit of creditors; or if a receiver is appointed for a substantial part of the assets of Tenant; or if Tenant fails, refuses, or is unable for any reason to provide supported housing at the Leased Premises, Landlord shall have the option to do any one or more of the following, in addition to and not in limitation of any other remedy permitted by law or by this Lease:

A. **Terminate Lease.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have, enter upon the Leased Premises and expel or remove Tenant and Tenant's effects, by force if necessary (so long as a breach of the peace does not occur), without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Leased Premises on terms satisfactory to Landlord or through decrease in rent, or otherwise;

B. **Other Remedies.** Landlord may, but is under no obligation to do so, and in Landlord's sole discretion, as agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Leased Premises, by force if necessary (without a breach of the peace), without being liable to prosecution or any claim for damages therefore, in order to accomplish this purpose.

C. **Landlord under No Duty to Operate Leased Premises or Provide Housing.** At no time and under no circumstances will the Landlord be required to occupy, manage, oversee, or operate the Leased Premises. Landlord does not have and will not have any duty to offer, provide, furnish, pay for, or otherwise arrange for or deliver supported housing or any other services, benefits, facilities, or opportunities actually or potentially provided by Tenant. If Tenant is unable to provide supported housing and related services and benefits to residents of the Leased Premises, Tenant will bear the full responsibility to address the ramifications, if any, thereof, and Landlord will have no responsibility or obligation therefor.

22. **ENTRY BY LANDLORD.** Except as otherwise provided in this Lease or pursuant to applicable law, Landlord has no right to entry into the Leased Premises unless approved, in writing, by the Tenant.

23. **SURRENDER.** No holding over by Tenant after the term of this Lease or the expiration of any extension or renewal period thereof shall operate to extend this Lease. If Tenant remains in possession of the Premises or any part thereof after the expiration of a term, with or without the consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental rate of \$1.00 per month. Upon the expiration or other termination of this Lease, Tenant will peaceably surrender the Leased Premises to Landlord.

24. **QUIET ENJOYMENT.** Tenant, on payment of the rent and observance of the covenants, agreements, and conditions required of Tenant by this Lease, shall peaceably and quietly hold the Leased Premises for the Initial Term of this Lease and any Successive Term(s), subject, however, to the terms of this Lease.

25. **SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the parties hereto intend that the remainder of this Lease shall not be affected thereby, and the parties to this Lease also intend that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

26. **INTEGRATION.** Tenant expressly agrees, as a material consideration for the execution of this Lease, that there are, and were, no verbal representations, understandings, stipulations, agreements, or promises pertaining thereto not incorporated in writing herein, and it is likewise agreed that this Lease shall not be altered, waived, amended, or extended otherwise than is provided herein, except same may be done in writing signed by the proper authority, and it is also agreed that no agent or representative of Landlord shall have authority to make a valid alteration, amendment, or extension of this Lease, except in writing, signed by the proper authority.

27. **NOTICES.** Notices, demands, or other communications under this Lease 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 Landlord or Tenant, as the case may be, at the Landlord's or Tenant'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.

28. **INDEMNITY.** Tenant agrees to indemnify and hold harmless Landlord, and Landlord's members, officers, employees and agents, from any injury, expense, damages, or claims including, without limitation, attorneys' fees, whether due to damage to the Premises, claims for injuries to the person or property of any other person, occupant, guest, invitee, tenant of the Leased Premises, or of any other person rightfully in or about the Leased Premises for any purpose whatsoever, or administrative or criminal action by a governmental authority, where such injury, expense, damages, or claims are the result of, or alleged to be the result of: (i) negligence or misconduct of Tenant, its agents, servants, or employees, or of any other persons entering upon the Premises under express or implied invitation of Tenant; (ii) any violation or breach of any term to terms of this Lease; (iii) the violation by any of the persons named of any provision of this Lease, or of any laws or ordinances or governmental regulations; (iv) a defect in that part of the Leased Premises hereby leased to Tenant; or (v) Tenant's use and occupancy of the Leased Premises.

29. **REQUIREMENTS OF PUBLIC AUTHORITY.** During the term of this Lease, Tenant shall, at its own cost and expense, pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable attorneys' fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with all present and future laws, ordinances, requirements, orders, directives, rules, and regulations of the federal, state, county governments, and of all other political subdivisions, or governmental or quasi-governmental authorities affecting the Leased Premises or appurtenance thereto, or any part thereof, and Tenant's use of the Leased Premises, was the same or in force at the commencement of the term of this Lease or may in the future be passed, enacted, or directed.

30. **CAPTIONS.** The caption of each paragraph of this Lease is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

31. **CONSTRUCTION.** Wherever appropriate, the singular shall include the plural and the impersonal pronoun shall include the personal pronoun.

32. **BROKERAGE.** Tenant represents and warrants to Landlord that no real estate agent or broker has negotiated or participated in the negotiations of this Lease on behalf of Tenant, or submitted or showed the Premises as Tenant's agent, or is entitled to any commission in connection herewith as the agent of Tenant. Tenant agrees to indemnify and hold Landlord harmless from any and all loss, cost, expense (including attorneys' fees and disbursements), liability and damages that Landlord may suffer by reason of the incorrectness of the foregoing representation and warranty.

IN WITNESS WHEREOF, the parties hereto, by duly authorized representatives, have executed and delivered this Lease as of the Effective Date.

TENANT:

Lawrence Douglas Housing Authority

By _____

Its: Chair

LANDLORD:

**Board of County Commissioners of Douglas
County, Kansas**

By: _____

Nancy Thellman, Chair

Attest: _____

Jamie Shew, County Clerk

Date: _____

By: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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.

and

Lot 2 of the Bert Nash Addition, Lawrence, Douglas County, Kansas

I take all life very seriously.

15 June 2018

These are some of the events that have shaped my life.

- My mother had children that she neglected except for what we could do to improve her social self-image.
- I went to church, joined the scouts and was an outstanding student.
- At the age of 18 I joined the U.S. Air Force because my brother did and I wanted to be like him.
- I have died twice. Once by someone's stupid mistake. Once on purpose but not of my making.
- I have been almost killed twice by accidents caused by others, and once on purpose by the Soviets during the cold war.
- I have been shot at by mistake.
- I had to stand by and watch a person burn to death, all while he was only a short distance away.
- After saving the life of a coworker I became the CPR instructor for Army and Air Force units in Eastern New Jersey, and later at a remote Icelandic radar site. I later received E.M.T. training in Germany.
- In Iceland I saved a person from sliding over an ice cliff by throwing myself in front of him to stop him. I still suffer from an injury caused by that action.
- While in Germany I stopped at a one car accident. I took the injured 4 German civilians to the nearest hospital, which was a military hospital for treatment. The attending military doctor refused to provide treatment because it was against military protocol. After I told him

exactly how I felt about military protocol and what the military could do with that protocol, the doctor treated the injured Germans.

- While in Germany and stationed on the East German border I was responsible for providing accurate and truthful facts to prove our American/NATO position resulting from alleged violations of Soviet air space.
- Also in Germany, I voluntarily joined the Germany border patrol for a few months at the Fulda Gap, which would have been the staging point for the pre-emptive strike in a war against NATO. I made many East and West German friends.
- In Alaska, I was a part time jail guard supervising persons convicted with violent murder to minor crimes.
- For 9 years, in Germany and America I was responsible to the Inspector General of the U.S. Air Force for the technical inspection of all equipment functions and the training qualifications of my site maintenance personnel.
- I maintained and supervised two MARS stations, one of which captured unfiltered civilian and military news broadcasts in Europe.
- I am responsible for solving the major problem that had been plaguing for years the NATO assigned A10 ground support aircraft (known as tank killers) from communicating with their American ground control units. It was a well-known secret that any attack would be started with a massive tank attack and our A10 aircraft were flying blind for years! A general from 4th Air Force visited our site to congratulate our efforts. A co-worker took credit for my efforts, which did not set well with me.

- Because of that well know secret I was selectively trained by the CIA to survive that attack and how to respond after my unit was destroyed, as our unit was the closest unit to the East German border and we were a high value target. They had determined us to be the first victim of the next war.
- I was responsible for saving the career of a young Lieutenant that messed up resetting of a combination to the safe holding top-secret information, which meant that the safe could not be opened. As the Lt. left the area I opened the safe so he could perform the task correctly. That was in direct violation of military security. We never spoke of the incident, but he thanked me. It's the little things in life that count!
- I am responsible for the solving of another major problem that was preventing the detection and tracking of Soviet aircraft entering American/Canadian controlled airspace in Alaska. It was caused by false targets/noise generated by a faulty computer system that rendered the system blind and totally useless. For many months civilian and military personnel had investigated the problem but failed to correct the problem. I found the problem when the only on site technician went on vacation and fix it within one day, which again did not get me any brownie points with the establishment.
- I heard of a problem that was preventing the certification of all air traffic controllers for the German Air force. I obtained special

clearance from the German military and identified that problem within one hour of arrival at their central command.

- In New Jersey I located the cause of another major problem that had kept half of a long-range radar system non-operational for years. It took me less than an hour and again did not make me a favorite with headquarters as the repair could only be completed by highly paid and very intelligent and under contract depot level maintenance personnel. I did it at the cost of about a quarter, not counting my labor.
- In Iceland I managed the repair of a radar system that had been dead for years. I was to have been commended for my efforts by the General of the Icelandic Military Forces, but instead I requested and it was approved that an intelligent and resourceful airman that did the actual work be given full credit. I believe he was promoted for his efforts.
- While stationed at the same remote location in Iceland I was called by my wife. She requested a divorce. I went to the states. I talked with the Air Force base fire chief what was involved with her. All I asked was that our family possessions that he had at this house be placed on his driveway so I could get them. I never raised my voice or argued with him or my wife. I could have had him sent to a federal prison, and tossed out the military with a dishonorable discharge which would have ruined his life. I did not.
- I have lived in Alaska, Iceland, Germany, visited most European countries, the Mid East and most of American states. I have studied various religious beliefs while in the countries I lived and visited and

made friends that were American Indians, native Alaskans Indians, Muslims, Jews, Baptist, Methodists, Catholics, East and West Germans, Italians, French, British, Scandinavian, Croatian, Sloves, and Egyptian, gays, transvestite, and a few other various nationalities and belief systems, and other lifestyles. I have visited several East Bloc countries. At one time I spoke German, English and American, a little French and Russian.

- I have been to Greece and Egypt in the summer, worked outdoors in way below zero temperatures in Alaska, explored the glaciers and climbed an inactive volcano in Iceland, and went camping in the mountains of Iceland in the winter.
- For 9 years I had the proud responsibility of raising two fine children as a single parent during the cold war while we were stationed in Germany. I am very proud of their lessons learned which is reflected in how they treat people. They are my proudest accomplishment.
- During my military career I received the Air Force Commendation award 3 three times, Good Conduct medal 5 times and the Outstanding Unit Award twice.
- While working for a welfare type organization I broke into a person's house that had not answered his door for three days. He had fallen in his bathtub and could not get out. I was very ashamed of the system that it took us three days to rescue him. I repaired all minor damage I cause to his screen for which he was very thankful.

I could have avoided most of those actions as most were not required of me, or were beyond my qualifications. I do not ignore my teachings. As with the person that was sleeping with my wife I do not destroy a person's life, but I do respect the truth and a job well done.