

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item. Individuals are asked to come to the microphone, sign in, and state their name. Speakers are asked to sign in so that the spelling of names is correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, AUGUST 21, 2019

4:00 p.m. WORK SESSION

-Discussion on City of Eudora Urban Growth Area (Barack Matite)

5:30 p.m. BUSINESS MEETING

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider contract award for a chiller replacement in the judicial and law enforcement center (Dave Sparkes);
- (c) Consider awarding a contract in the low bid amount of \$537,915.15 to King's Construction Co., Inc. for construction of Project No. 2019-12, improvements to E 1750 Road north of Route 12. (Keith Browning);
- (d) Consider approval of the minutes from June 5, June 19, June 26 and July 31, 2019; (as deferred from the August 14 meeting); and budget hearing minutes for June 27, July 1, July 3 and July 8, and August 12, 2019 canvass;
- (e) Accounts payable.

REGULAR AGENDA

- (2) **CUP-19-00282**: Consider a Conditional Use Permit for the Hunter's Crossing Event Center, located on approximately 80 acres northeast of the intersection of E. 1500 and N. 900 Roads. Submitted by Eugene George (aka Walter E. George), property owner of record. Mary Miller is the Planner.
- (3) Consider approval of a moratorium on rural Certificate of Surveys outside the Urban Growth Area (Tonya Voigt)
- (4) Further discussion of hiring the County Administrator position (no backup)
- (5) General Public Comment
General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (6) Committee Reports
- (7) Commissioner and/or Administrator Miscellaneous
- (8) Adjourn

WEDNESDAY, AUGUST 28, 2019

-Proclamation for "First Responders Appreciation Month"

-Proclamation celebrating the 30 Year Anniversary of Habitat of Humanity (Stacie Schroeder)

WEDNESDAY, SEPTEMBER 4, 2019

-Proclamation for Suicide Prevention

WEDNESDAY, SEPTEMBER 11, 2019

-Consider approval of a resolution establishing the Lawrence/Douglas County Joint 2020 Census Complete County Committee

WEDNESDAY, SEPTEMBER 18, 2019 - light agenda

WEDNESDAY, SEPTEMBER 25, 2019

WEDNESDAY, OCTOBER 2, 2019- cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



August 13, 2019

Board of County Commissioners
Douglas County Courthouse
1100 Massachusetts Street
Lawrence, Kansas 66044

Dear Commissioners:

Re: Eudora's Urban Growth Area (UGA)

Please consider this letter as a formal request to the Board of County Commissioners to recognize the **revised designated** Eudora urban growth area for the purposes of applying the Douglas County Subdivision Regulations specific to urban growth areas. Following your directive, we will continue to work with your staff to draft an interlocal agreement which will be approved by you and the Eudora City Commission.

Attached to the letter is the staff report that was provided to both Eudora Planning Commission and Eudora City Commission as they discussed this matter, and ultimately, approving the revised map.

Your staff was instrumental in this effort and I appreciate their time and commitment on this issue. I look forward to discussing this issue further at the upcoming work session on August 21st.

Sincerely,

Barack Matite
City Manager

Staff Report – Item

TO: City of Eudora Planning Commission
FROM: Dave Knopick, AICP - Planning Consultant for the City of Eudora
SUBJECT: Urban Growth Area (UGA) consideration / recommendation
MEETING: August 7, 2019

BACKGROUND

Douglas County has approached the City of Eudora in regard to identifying a designated Urban Growth Area (UGA) for Eudora. This area would encompass the immediate geographic area surrounding Eudora and be utilized by the County and the City to guide the implementation of land use / development policies and regulations in unincorporated areas near Eudora.

The Lawrence / Douglas County Comprehensive Plan – Horizon 2020 - identifies UGA's as a growth management tool to be used to encourage and direct growth and land use development of certain densities and intensities to areas that are in close proximity to current city limits or are seen as potentially annexable lands near the city limits. Land that is in the unincorporated portion of Douglas County and outside of the identified UGA's is considered to be rural area that is not planned to develop or to support urban densities of development in the planning period associated with the comprehensive plan. The Horizon 2020 Plan is currently in the update process.

Adopting a UGA for the City of Eudora is important for several planning reasons:

- Identifying the desired growth direction / location for Eudora so that property owners and developers can make sound investment decisions related to future development expectations.
- Matching land development density / intensity with the appropriate level of infrastructure and service support.
- Encouraging logical and cost-effective public infrastructure system expansion – roads, utilities, public services, etc.
- Coordinating land use, growth and development decision making between the City of Eudora and Douglas County.

ANALYSIS

At the June Planning Commission meeting the Commission discussed the potential UGA boundary for the City of Eudora and made several adjustments to the County proposal per Planning Commission direction. The revised boundary was provided to the County and staff from Eudora and Douglas County met to review / refine the proposed UGA boundary. The attached maps reflect the resulting UGA boundary proposed for Eudora to-date.

Additionally the following tier system within the UGA was presented the Planning Commission in June based on the current infrastructure / utility availability or future provision of infrastructure and utilities in an efficient and cost-effective manner.

Staff Report – Item

Tier 1 land is prioritized for development at any time.

- Area within Eudora City Limits or islands of unincorporated area surrounded by the City
- Readily serviceable with utilities (water, sewer, storm water) with minor system enhancements
- Serviceable by fire with current infrastructure
- Develop to suburban and urban standards per adopted plans and policies

Tier 2 land shall be annexed when the need to accommodate demand is established.

- Within the UGA, adjacent to or near existing City Limits requiring annexation or annexation agreement and acceptance of future benefit district implementation (as needed)
- Readily serviceable with utilities with minor system enhancements necessary for development
- Readily serviceable by fire with current infrastructure and/or minor adjustments
- Develop to suburban and urban standards per adopted plans and policies

Tier 3 land is not designated to be annexed within this plan's time horizon.

- Develop to rural standards (20 acre parcels or larger) while planning for future urban growth at a point beyond the time horizon of the comprehensive plan
- Major utility system enhancements, expansions, extensions necessary for development (e.g. treatment plant, water tower, major distribution or collection line)
- Requires investment in fire infrastructure and personnel

At the July Planning Commission meeting the Planning Commission reviewed the UGA map and tier system as presented above and in the attached maps. County staff was present at that meeting to discuss how the UGA and tier system benefits future City and County Planning. The Planning Commission reached a consensus that no changes to the tier system or maps were necessary and asked that the item be brought back for a vote at the next Planning Commission meeting.

STAFF RECOMMENDATION

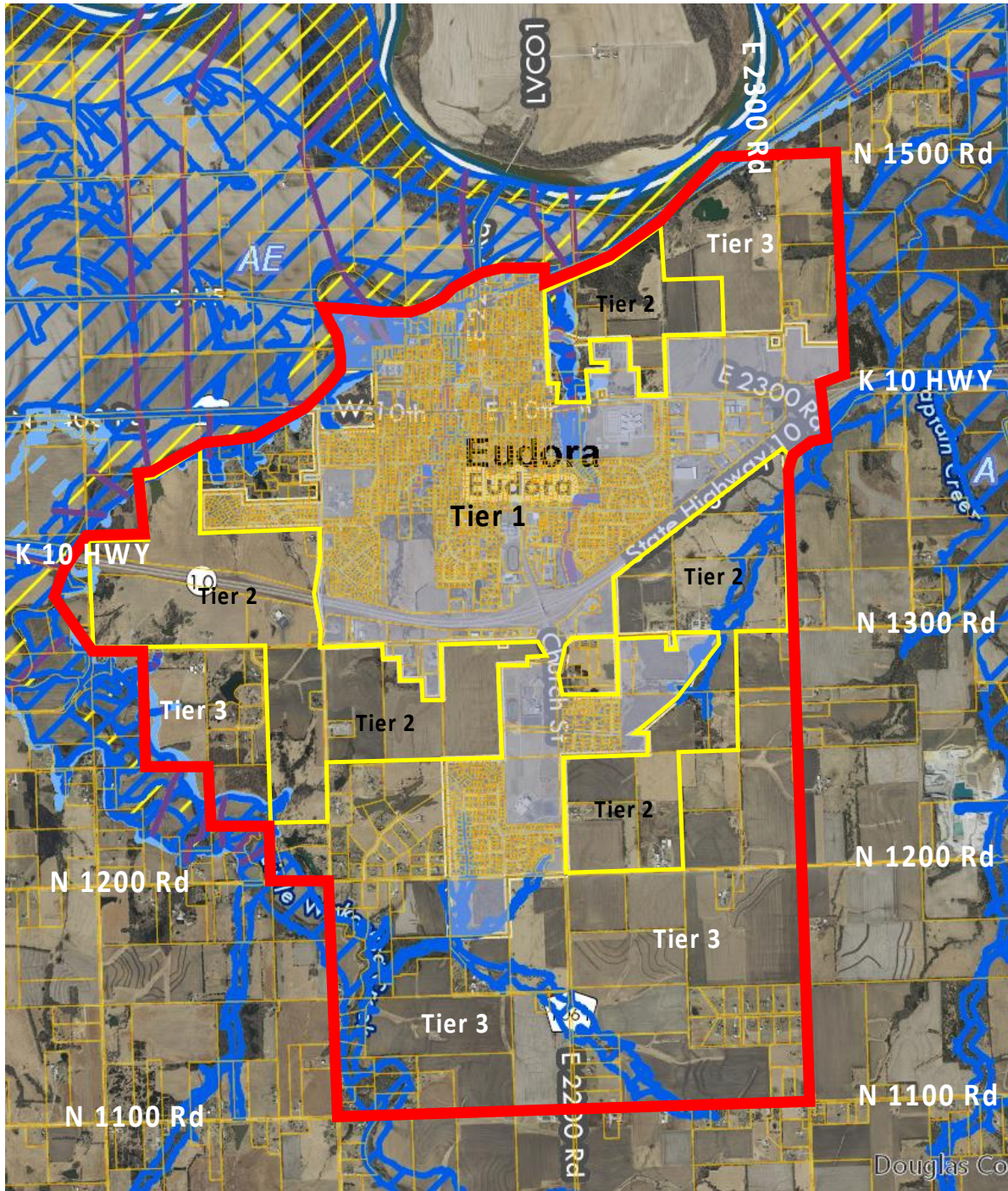
Planning Commission to take action recommending approval of the UGA map / tier system for use in Douglas County planning efforts and the Eudora Comprehensive Plan.

Suggested motion:

The Eudora Planning Commission recommends that the Urban Growth Area (UGA) Map and the associated tier system, as presented, be approved by the Eudora City Commission and forwarded to the Douglas County Commission for incorporation into the current update of the Douglas County Comprehensive Plan noting that the UGA map and tier system will also be incorporated into the updated Eudora Comprehensive Plan.



06/25/19 DRAFT



City of Eudora Future Growth Policy Map



Proposed Urban
Growth Area (UGA)



Tier 1



Tier 2

06/25/19 DRAFT

EUDORA UGA BOUNDARY DISCUSSION

June 19, 2019

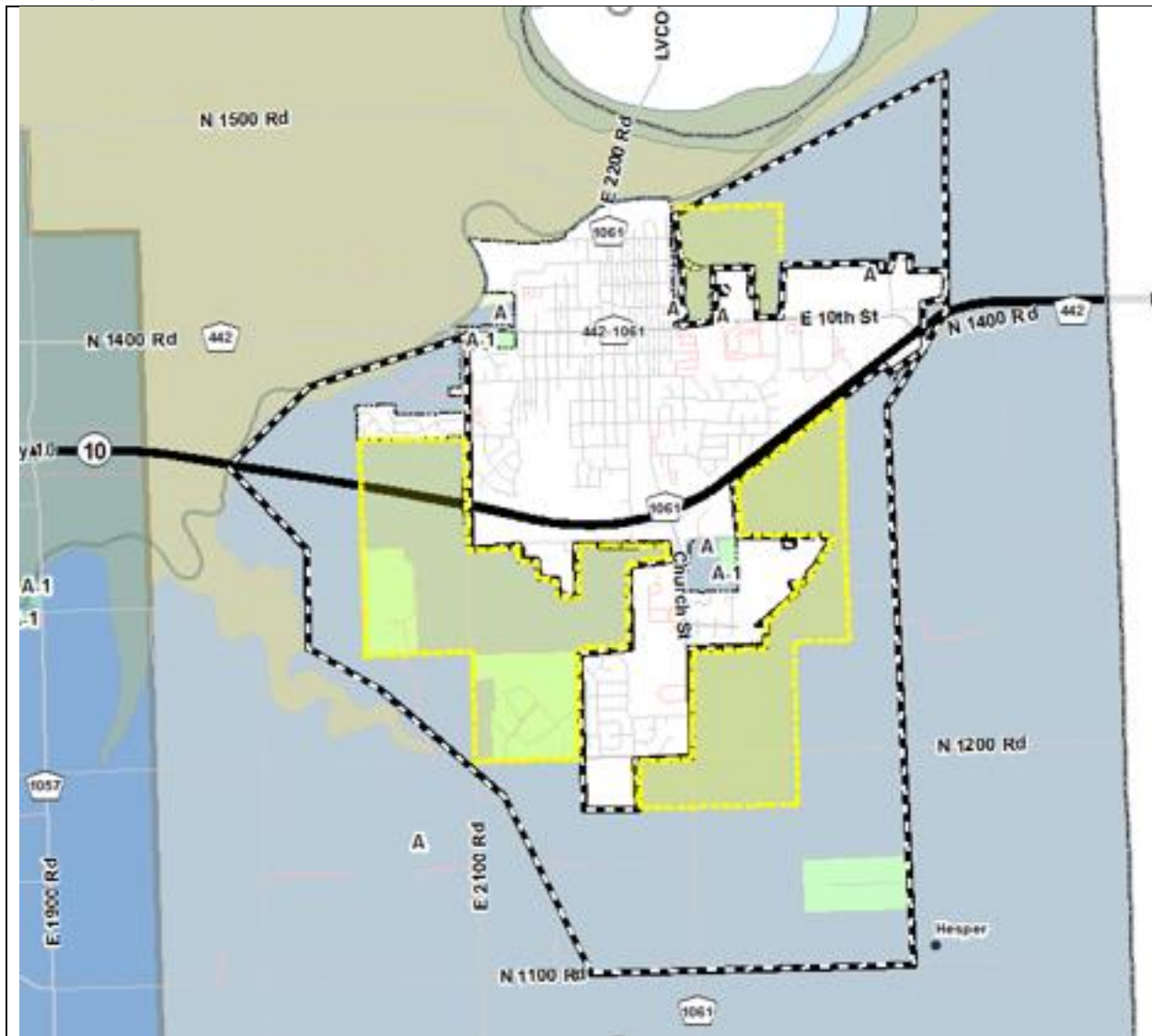


Figure 1. Eudora's proposed boundary in white and black dashes, county staff in yellow. The UGA avoids the Valley Channel Zoning. Three subdivisions zoned A-1 are included in both, with the larger Eudora UGA including a subdivision zoned A-1 to the south.

- Eudora proposed boundary: approximately 3,516 acres or 5.5 square miles.
- Staff's concept boundary: approximately 1,260 acres or 2 square miles

Land within the UGA is land that is expected to be annexed into the City within the next 20 years. Higher density rural uses are recommended for this area. When properties develop, annexation agreements are required and recorded with the Register of Deeds.

- 1) Is it feasible that the City of Eudora will annex all the land within their proposed boundary within the next 20 years?

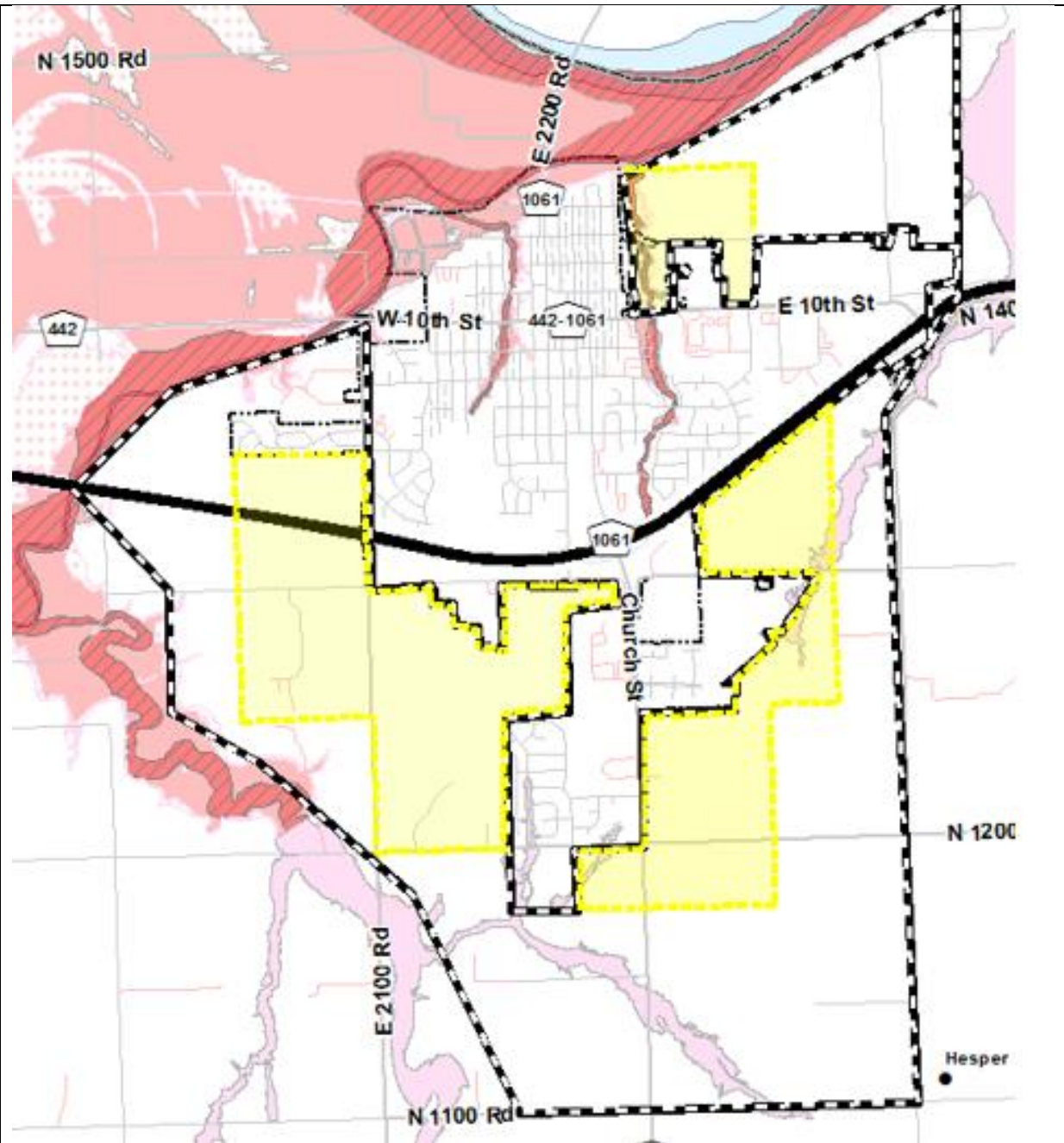


Figure 2. UGA boundaries, Eudora's proposed in white and black dashed lines, county staff's in yellow, both generally avoid the floodplain. The smaller, staff map avoids the majority of the floodplain.

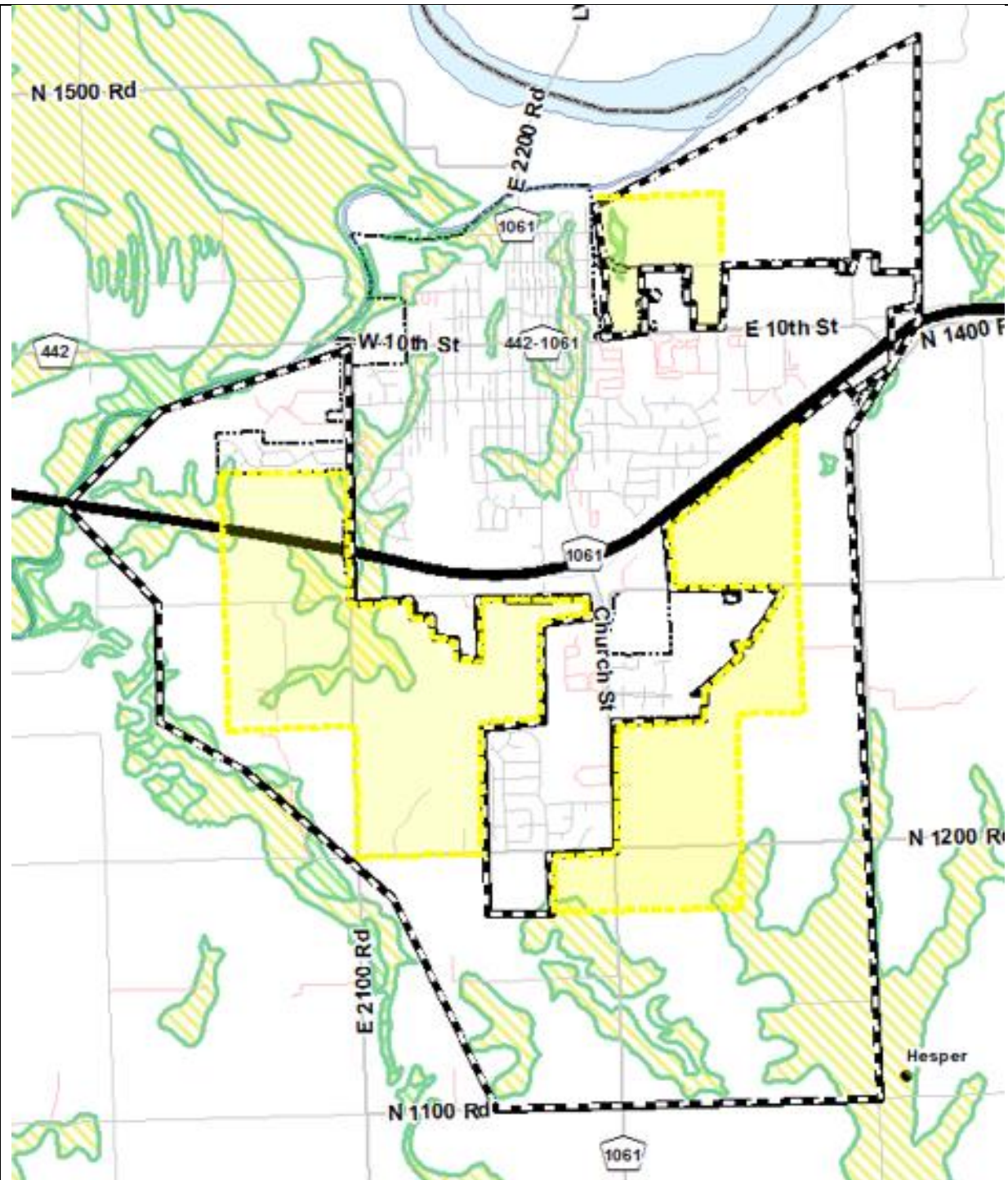


Figure 3. Some high quality ag soils near the west side of Eudora are included in both boundaries. The smaller staff boundary avoids the high quality agricultural soils to the south.

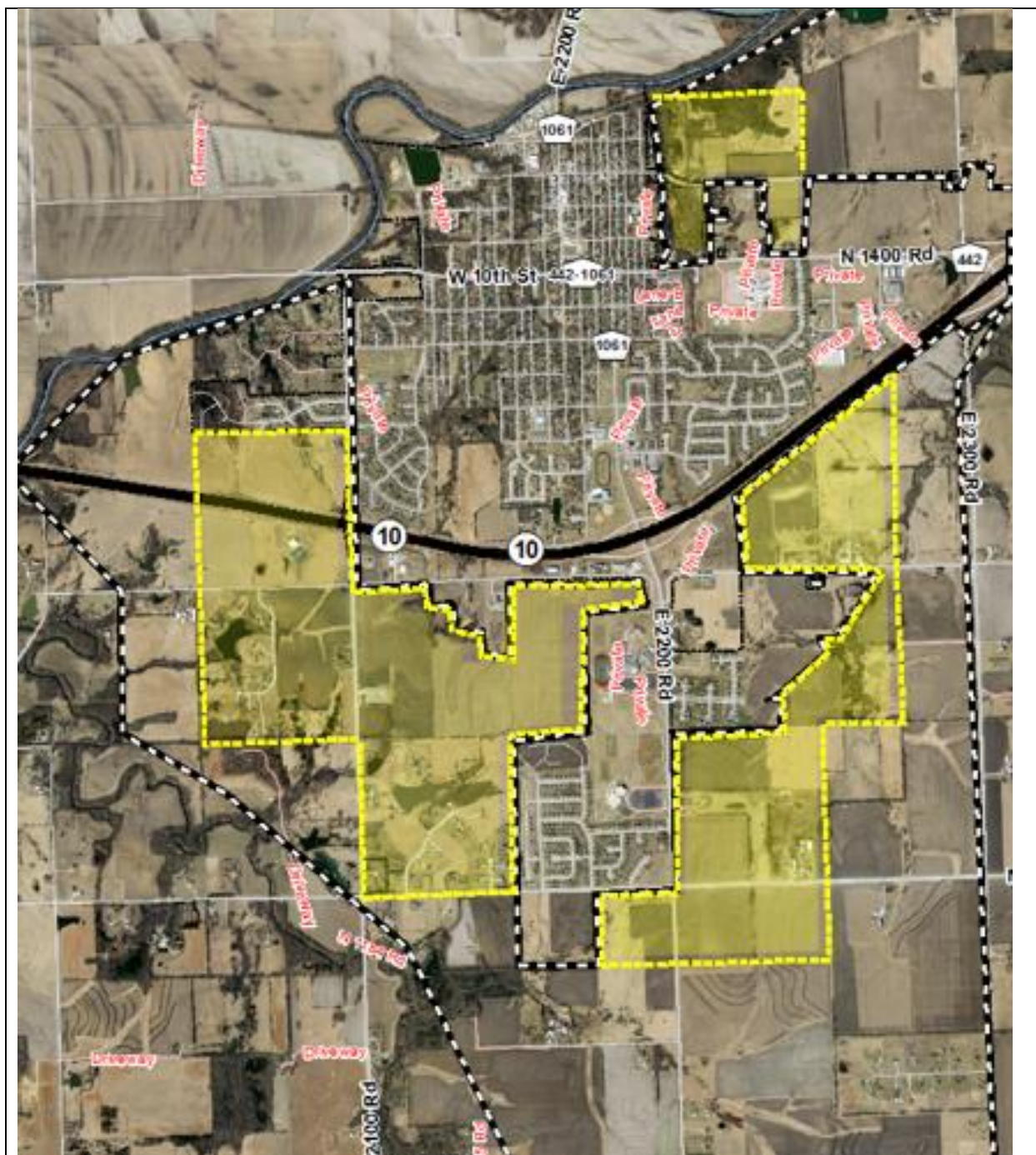


Figure 4. Aerial view of area and proposed boundaries.

County and planning staff's concerns with Eudora's proposed boundary:

- 1) Loss of prime and working farmland with the larger boundary.
- 2) West end is very near the Lawrence UGA. May be better to have a clear delineation between the Lawrence and Eudora UGAs to the west of Eudora.
- 3) The southern proposed boundary could remove considerable prime farmland from production.
- 4) Extending the east boundary to E. 2300 Road may be reasonable. This reduces the loss of prime agricultural soils and would be closer to the main body of Eudora.
- 5) Zoning and Codes has concerns with the number of additional building permits that could be applied for with the larger boundary. Staffing issues limit the number of permits that can be revised and projects that can be inspected.
- 6) The northeastern area outside staff's concept boundary could remove a large portion of farm area from production. Given the location between floodway and floodplain this may be appropriate as open space to provide a buffer from the floodway.
- 7) The southern movement of Eudora may be creating a form of sprawl. Staff would recommend slowing the growth to the south to allow the density of the remainder of the city to increase before moving further southward.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglascountyks.org

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Contract Award for a Chiller Replacement in the
Judicial & Law Enforcement Center

DATE: August 14, 2019

Funds have been allocated in the Capital Improvement Fund to replace a chiller in the Judicial & Law Enforcement Center.

The existing chiller is the original equipment when the building was built in 1976. The EPA refrigerate is no longer manufactured for this chiller. The replacement equipment will be energy efficient and the refrigerant ozone friendly.

We solicited bids listing the Carrier brand as the bid. During a remodel in 2000 and a replacement in 2014 of chillers in this building they were replaced with a Carrier model. Staff feels it is important to standardize our equipment to minimize inventory of spare parts, and to ensure staffs ability to maintain the equipment. Smith & Boucher Engineers was contracted to help the County determine the specification needed to meet our requirements.

We solicited bids for the chiller replacement and received the following three responses:

Description	McElroy's	PCI Piping Contractors	Enerfab
Base Bid – Carrier Brand	\$197,888	\$188,890	\$215,282
# of Days to Complete Installation	120	98 10 week lead time on chiller	98 10 week lead time on chiller

After reviewing the bids with Smith & Boucher Engineers and David Sparkes, it was determined that the low bid of \$188,890 was acceptable. Dave Sparkes will be available at the commission meeting to answer questions.

To accommodate for any unknown expenses or circumstances that could increase our cost, we are asking you to provide the Assistant County Administrator with the authority to approve change orders up to 5% (\$9,444.50) of the total cost.

RECOMMENDATION: The Board of County Commissioners accepts the low bid and approves a contract with Piping Contractors of Kansas in the amount of \$188,890, and authorizes the Assistance County Administrator to approve change orders up to 5% of that amount.



DOUGLAS COUNTY, KANSAS
Administrative Services
Division of Purchasing
1100 Massachusetts, Unit 5
Lawrence, KS 66044-3064

RFB NO: 19-F-0018
DATE: July 23, 2019
PURCHASING DIRECTOR:
Jackie Waggoner, CPPB, C.P.M.
PHONE NO: (785) 832-5286
FAX NO: (785) 838-2480
EMAIL: jwaggoner@douglas-county.com

RETURN RFB NO LATER THAN:
OPENING DATE: August 12, 2019
OPENING TIME (Central Time): 3:00 p.m.

RETURN RFB TO:
Douglas County Clerk's Office
1100 Massachusetts
Lawrence, KS 66044

DESCRIPTION: Chiller Replacement

PREBID CONFERENCE AND SITE TOUR: Wednesday, July 31, 2019 at 10:00 a.m. (CT); Mandatory

To respond to this RFB

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? **YES** ☐ **NO** ☐. If yes, please complete information below.

VENDOR TERMS: _____ %

DISCOUNT PERIOD _____ **DAYS**

NET _____ **DAYS**

BY

THE BOARD OF COUNTY COMMISSIONERS

Michelle Derusseau, Chairman
Patrick Kelly, Member
Nancy Thellman, Member

Table of Contents

1. GENERAL REQUIREMENTS	1
2. SPECIFICATIONS	8
3. PERFORMANCE BOND.....	9
4. PAYMENT BOND	11
5. BID SHEET	13
6. TERMS AND CONDITIONS.....	14
CONTRACT	17

1. General Requirements

Douglas County, Kansas is soliciting bids for the purchase and installation of one chiller at the Douglas County Judicial & Law Enforcement Center, 111 E. 11th Street, Lawrence, KS.

1.1 Scope of Work

Contractor will be responsible for all cost required to complete the work described in the specifications and drawings. All work shall be performed in accordance with the current local codes, rules, and regulations.

All material and equipment shall be new. Demo, used, or remanufactured models are not acceptable. Proposed prices must include labor, materials, tools, equipment, delivery, removal and disposal of existing unit, and other cost necessary for a turnkey installation. Manufacturer's warranty shall be included as an attachment to the bid.

Specifications and literature of the unit bid must accompany the bid. A complete list identifying special tools, testing, and diagnostic equipment required to troubleshoot, service, and maintain and overhaul the unit shall be provided.

1.2 Contact Information

Jackie Waggoner, Division of Purchasing, (785) 832-5286, jwaggoner@douglas-county.com

1.3 Insurance

The awarded bidder will be required to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

Comprehensive General Liability Insurance:

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage.

Workers' Compensation Insurance: Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above. Bidder must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

1.4 Submittals

Shop Drawings: The awarded contractor shall prepare drawings in accordance with shop drawings in each specification section. These drawings must meet specifications defined herein and be approved by Smith & Boucher Engineers before proceeding.

1.5 Permits, Taxes, Licenses, and Bonds

All applicable sales and use taxes, permit fees (if applicable), licenses, will be paid for by Contractor. The County will issue the awarded Contractor a project tax exemption.

1.6 Warranty

Awarded Contractor shall warrant under the specification against defects in material and workmanship. At a minimum, all parts and labor shall be warranted for twelve (12 months, or per manufacturer's warranty, whichever is longer).

1.7 Pre-Bid Conference (Mandatory)

Interested parties are required to attend a pre-bid conference which will be held on **Wednesday, July 31, 2019 at 10:00 a.m.**, Judicial & Law Enforcement Center, 111 E. 11th Street, 2nd floor (EOC-A Meeting Room), Lawrence, KS. The pre-bid conference will allow you the opportunity to ask questions and view the equipment. Vendors are responsible to confirm existing conditions and dimensions. Attendance is **mandatory** to submit a bid.

1.8 Travel

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

1.9 Site Access

Awarded contractor will have access to the site between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted. Weekend or after hours may be arranged through the Maintenance Director, David Sparkes.

1.10 Compliance with Specifications

Minimum specifications are provided. If there is any deviation or exception to these specifications they **must** be listed on a separate sheet, clearly labeled as "**Exception to the Specifications**" and identified.

1.11 Submission

Bids must be submitted to the **Douglas County Clerk, 1100 Massachusetts (1st floor), Lawrence, KS 66044-3095** by the date and time indicated on the cover page and signed by an authorized agent of the submitting firm.

1.12 Opening

Bids will be opened at the date, time, and place listed on the cover page. Bids are made public record at the time of opening.

1.13 Kansas Legal Requirement

If the successful bidder is a corporation organized outside the State of Kansas, it will be necessary to qualify with the Secretary of State of Kansas to do business within the State (K.S.A. 17-7301 K.S.A. seq.). Nonresident individuals or partnerships and nonresident corporations not already registered with the Secretary of State are required to register with the Director of Revenue, to file a bond to assure payment of taxes, and to pay a fee of \$10 for each contract or subcontract with exceeds \$3,000 (K.S.A. 79-1008 to 79-1015).

Nonresident contracts are required to appoint an agent for service of process who is a resident of the county in which the work is to be performed. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the Clerk of the District Court (K.S.A. 16-113).

1.14 Ambiguity, Conflict, Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFB he/she shall immediately notify Douglas County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

1.15 Project Timetable

Bidders responding to this solicitation will be required to identify their projected timeframe for this project.

1.16 References

Provide a minimum of three references to include company name, contact person, telephone number, and number of years service has been provided, on a similar scope of contract as that being requested.

1.17 Contract Termination

Termination for Convenience: The County may terminate this contract, in whole or in part, without showing cause, by giving written notice to the Contractor stating when the termination shall become effective. The County shall pay all reasonable cost incurred by

the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment will be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any cost incurred by the Contractor up to the date of termination. However, revenue generated up to the date of termination must be paid by the Contractor.

1.18 Completion Requirements

Complete in full the Bidder's Bid Sheet (enclosed). Bids submitted without complete minimum information requested will be considered non-responsive and excluded from consideration for contract award.

1.19 Evaluation Criteria

Evaluation criteria will include (but may not be limited to the following items (not prioritized):

- 1) Experience and qualifications of the vendor
- 2) Costs
- 3) Schedule (project timeline)
- 4) References
- 5) History with vendor and/or equipment
- 6) Exception to specifications

The Board of County reserve the right to accept or reject any bid received, all of or part of any bid received, and to waive minor technicalities in bids received.

1.20 Contract Award

A contract will be awarded to the bidder submitting the best bid as determined by the officials of Douglas County in accordance with the evaluation criteria listed above.

1.21 Payment

Payment will be made within thirty (30) days of acceptance of work. Invoices should be submitted to Douglas County Purchasing, 1100 Massachusetts, Lawrence, KS 66044-3064. The County may agree to progress payments based upon material purchased and/or percentage of work completed. This will be finalized with the awarded contractor. Acceptance of work will be contingent upon certification of payment and evaluation services performed by Smith & Boucher Engineers to verify that work is in substantial conformance with requirements.

1.22 Owner's Responsibilities

The owners shall take responsibility of any repairs or replacements necessitated by reason of malicious damage, fire (including electrical), vandalism, and misuse which result of causes beyond the awarded contractor's control.

1.23 Contractor's Responsibilities

The successful contractor will be responsible for procuring the materials, and coordinating the installation schedule with the County. Contractor will be responsible for obtaining necessary permits and certificate of insurance (copies must be filed in the Douglas County Purchasing Office). Contractor shall conduct a pre-installation meeting with David Sparkes.

1.24 Liquidated Damages

Time of installation will be considered in the evaluation process. Bidders must submit an estimated timeline from date of award. Such timeline should include a guaranteed not to exceed number of days following award. This date may be subject to liquidated damages in the amount not less than \$100 per day for each exceeding the guarantee number of days (following award) to complete installation may be assessed against the successful contractor.

1.25 On Site Storage

The County will provide a designated area for the Contractor to store equipment and/or material. This area will be identified at the mandatory pre-bid conference.

1.26 Cleaning up the Site

Upon completion of the Work, the Contractor must thoroughly clean up the project site. The Contractor shall remove all equipment, unused materials, to provide a neat and uniform site at the end of each work day. Cardboard material may be disposed of in a designated bin onsite. All other equipment and materials being disposed of must be hauled off by the Contractor.

All damaged or altered existing structures or property, as a result of the Work, shall be corrected at no additional cost to the County.

1.27 Bonds – enclosed bond forms must be used

Payment (Statutory) Bond: Pursuant to K.S.A. 60-1111, a payment bond will be required. The payment bond shall be a bond to the State of Kansas, provided by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the County, conditioned that such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with the Work provided in the contract. The bond shall be equal to the contract price. Payment

bonds must be filed with Douglas County Clerk of the District Court; and a copy of the filing receipt must be submitted to the Purchasing Office.

Performance Bond: The Contractor, before entering into a Contract and within twenty (21) after notice of contract award, shall execute and deliver a performance 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 Performance Bond shall be conditioned upon the faithful performance of the contract. The bond must be kept in full force for the time required by Kansas 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.

1.28 Inspection

All material and workmanship will be subject to inspection and/or testing. The Owner will have the right to reject defective or inferior material or workmanship and require correction of such without additional cost to the Owner.

1.29 Prime Contractor

If the bid is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the bid as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the bid. The Prime Contractor will be responsible for all aspects of the contract.

1.30 Non-Payment

The Douglas County/Smith Boucher may inspect the project to ensure that the Contractor is performing in accordance with the terms of this contract. If the performance requirements are not met, or the Contractor is in default of its obligations, then the Owner reserves the right to withhold payment until Contractor diminishes such or replacement.

1.31 Project Timetable

Tentative timeline:

Issue – Mail RFB	July 23, 2019
Pre-Bid Conference	July 31, 2019 at 10:00 a.m. (mandatory)
Open RFB's	August 12, 2019 at 3:00 PM (CT)
Approval	Late August
Begin Project	September 2019

1.32 Pricing

All prices proposed shall be valid for ninety (90) days from closing date.

1.33 Contract Retention

The awarded Contractor shall agree the County may withhold five percent from each scheduled progress payment. The amount retained shall be paid after all defects, if any, have been corrected and accepted by County.

1.34 Bid Requirements

Each bidder submitting a bid must provide the following information in this order:

- 1) Provide a narrative of your company's qualifications and identify primary contact(s) for this project.
- 2) Identify any outside supplier that will provide services under your bid.
- 3) List key personnel that will assigned to this contract - person's name, title, years of experience and any other relevant qualifications.
- 4) Submit a copy of statements and available reports.
- 5) Provide reference and experiences your company has had within the past three (3) years that are similar to that requested in this RFP. References must be provided for all suppliers who will provide services.

1.35 Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable and devoted to the successful accomplishment of work to be performed under this Contract.

If key personnel changes are made the awarded Contractor shall immediately notify contract administrators (contact information will be provided). Awarded Contractor must ensure personnel changes to be with personnel of substantially equal ability and qualifications.

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0018
Chiller Replacement
Specifications
Page 8 of 20

2. Specifications

**See Section 230500-262816 Requirements and Drawings in the Specification Folder
and 01-1913000 ME101 - ME301**

Judicial & Law Enforcement Center Chiller

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0018
Chiller Replacement
Performance Bond
Page 9 of 20

3. Performance Bond

DOUGLAS COUNTY, KANSAS

BID # 19-F-0018

Know All Men by these Presents, that We, _____

_____ as Principal, and
_____ duly authorized to transact the business of surety ship in the
State of Kansas, as Surety, are held and firmly bound unto Douglas County, Kansas, in the penal sum of
_____ (\$ _____) lawful money of the United States, for payment of
which sum well and truly to be made said Principal and Surety bind themselves, their heirs, administrators,
executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 20____.

The Condition of the Foregoing Obligation is such that; Whereas, said Principal has entered into a written contract with Douglas County, Kansas, dated _____, 20____, for the furnishing of materials and labor, and doing the work of whatever kind necessary to construct the Douglas County Project, specified above, all in accordance with the detailed plans and specifications on file in the Office of the Douglas County Clerk of Douglas County, Kansas, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

Now, therefore, if the said Principal shall well and truly perform all of the covenants, conditions obligations of said Contract on the part of said Principal to be performed, and shall hold the County 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 his employees, and if said Principal shall maintain the improvement as provided for in said Contract and shall make good all defects in materials and workmanship in the manner and for the time provided for in the Specifications and Contract above referred to, then the obligation shall be void; otherwise to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. The said Surety further stipulates and agrees that certification of completion, acceptance of contractors work performed pursuant to the contract and/or final payment by Douglas County, Kansas shall not release or void the Surety's obligation on this bond with respect to warranty items.

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0018
Chiller Replacement
Performance Bond
Page 10 of 20

DOUGLAS COUNTY, KANSAS
BID # 19-F-0018

PERFORMANCE BOND (continued)

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said Surety has caused these presents to be executed in his name and its seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in quadruplicate.

Principal

Surety

Attorney-In-Fact

(A certified copy of the agent's Power of Attorney must be attached hereto.)

APPROVED:

Chairperson, Board of Commissioners
Douglas County, Kansas

Douglas County Counselor

4. Payment Bond

BOND NO. _____

**DOUGLAS COUNTY, KANSAS
PROJECT NO. 14-F-0021
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

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0018
Chiller Replacement
STATUTORY (PAYMENT) BOND
Page 12 of 20

or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Owner.

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Filed with the Clerk of the District Court of Douglas County, Kansas, this _____ day of _____, 20____.

Clerk of the District Court

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0018
Chiller Replacement
Bid Sheet
Page 13 of 20

5. Bid Sheet

Proposed cost for labor, material, and equipment to complete scope of work defined in the attached specifications and drawings. Cost shall include payment and performance bonds.

Carrier unit installed per plans and specifications:

\$ 188,890⁰⁰

Identify guaranteed number of days 14 weeks or 98 days to complete installation following award (may be subject to liquidated damages; see 1.24) 10 week lead time on Chiller

Provide Project Timetable (see 1.15)

References (see 1.16)

Include Items in Bid Requirements (see 1.34)

Jay R Moore 8/12/19
Project manager
785-224-1920
jrmoe@pci-kansas.com

DW Red
8/12/19

6. Terms and Conditions

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offerer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners" or "BOCC" means the governing body of Douglas County, Kansas.
3. **COMPLETING BIDS:** It is preferred that bids be submitted on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope or container marked "literature for RFB (Number)." Do not indicate bid prices on literature.
5. **ACCURACY OF BID:** Each bid is publicly opened is made a part of the public record of the County. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, KS 66044, prior to the date and time indicated on the cover sheet. Facsimile or FAX bids are accepted only when it is so indicated in the bid documents.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. **Douglas County does not receive a morning mail delivery from the U.S. Post Office. Mailed bids should be posted in time to arrive at Douglas County the day before the scheduled bid opening.**

Records Act.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open

Bids may be changed or withdrawn prior to the bid opening. All such transactions must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of

bids prejudicial to the interest of the County or fair competition shall be permitted.

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within thirty (30) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style, and features. Bid on equivalent items of substantially the same quality, style, and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class, in every respect and suitable for their intended purpose. All equipment shall be assembled, fully serviced and ready for operation when delivered.
12. **WARRANTY:** Products or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
13. **BID EVALUATION:** Bids will be evaluated on the basis of suitability of the product or service for the purpose for which bids are being requested: price, warranty, service, delivery, and on any other basis specified in the bid documentation. Minor deviations from the bid

specifications may be allowed when clearly identified. Douglas County reserves the sole right to determine when and if "minor" deviations will be allowed.

14. **ALTERNATIVE BIDS:** Bidders are encouraged to submit alternative bids if they believe a different product or service will best suit the needs of Douglas County. If a bidder submits an alternative bid for evaluation, the bid must be clearly marked as an "Alternative Bid." If a bidder submits an alternative bid, the bidder should also submit a bid in conformance with the bid specifications when possible.
15. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications or purpose for which bids are being requested and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or

discovered until after receipt of the items. The Vendor is responsible to notify the County Purchasing Office of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. **DISCLAIMER OF LIABILITY:** The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of

County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Contract

THIS AGREEMENT, made and entered into this **21** day of **August, 2019**, by and between **Douglas County**, Party of the First Part hereinafter referred to as the Owner, and

Chiller replacement in the Judicial & Law Enforcement Center \$188,890_____

Piping Contractors of Kansas_____

of **Topeka, KS**, Party of the Second Party and hereinafter referred to as the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with Douglas County, Kansas Request for Bids No.19-F-0018 in accordance with the terms of this contract; and,

WHEREAS, the said contractor, has submitted to the Owner, in the manner and at the time specified, a sealed bid; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted in response to the invitation therefore, and as a result of such canvas has determined and declared the aforesaid Contractor to be the best bidder for the service and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Contractor for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by Owner as set forth in the Contract Documents, Contractor shall furnish all units, supplies, equipment, accessories and services as set forth in the Contract Documents, ready for use, and in strict accordance with the contract specifications and the Contract Documents. In the event of any conflict between the Request for Bids, including the Standard Terms and Conditions, and Contractor's Response thereto, as modified by any specifically negotiated terms, and any separate agreement or contract prepared by Contractor, the terms of Request for Bids, including the Standard Terms and Conditions, and Contractor's response thereto shall control. For this purpose, the term "Contract Documents" shall mean the Owner's Request For Bids, including the Standard Terms and Conditions, Contractor's Response thereto, as modified by any specifically negotiated terms, and other written contracts relating hereto; provided,

however, that the Standard Terms and Conditions set forth in Owner's Request for Bid may only be amended by specific changes agreed to by Owner in writing and, solely by signing this Contract, Owner does not agree to any proposed changes to the Standard Terms and Conditions set forth in Contractor's Response.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the specified items by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the bid as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents, specifications, and terms and conditions and are hereby made a part of this agreement as fully as if set out at length herein.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purpose shall be **CONSIDERED AS THE ORIGINAL**

ATTEST:

OWNER, First Party
Douglas County, Kansas

By: _____
Chair, Board of County Commissioner

County Clerk

CONTRACTOR, Second Party

By: _____

Position/Title of Signer



PIPICON-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brier Payne Meade Insurance, Inc. 5835 SW 29th Street Suite 101 Topeka, KS 66614	CONTACT NAME: Carlee Johnson	
	PHONE (A/C, No, Ext): (785) 233-1717	FAX (A/C, No): (785) 233-2679
	E-MAIL ADDRESS: cjohnson@bpminsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Cincinnati Insurance Co.	10677
INSURED Piping Contractors of Kansas, Inc. 115 SW Jackson Topeka, KS 66603	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			EPP0236169	3/1/2018	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors E&O \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP0236169	3/1/2018	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0236169	3/1/2018	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0379408	3/1/2019	3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented			EPP0236169	3/1/2018	3/1/2021	50,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Piping Contractors of Kansas, Inc. 115 SW Jackson Topeka, KS 66603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Carlee Johnson

THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Piping Contractors of Kansas, Inc. 115 S Jackson St, Topeka, KS 66603

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto Douglas County, Kansas – The Board of County Commissioners – 1100 Massachusetts, Unit 5, Lawrence, KS 66044-3064

As Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Chiller Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th Day of August, 2019

Emily Rose

(Witness)

Piping Contractors of Kansas, Inc.

(Principal)

(Seal)

By: Steve Brown

PRESIDENT

(Title)

Ashley Dyda

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

By: Carlee Johnson

Carlee Johnson Attorney-in-Fact

Printed in cooperation with the **American Institute of Architects (AIA)**, by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Gregg Sherwood, Robert Metzler, Jonathan Payne, Carlee Johnson, Dennis Payne, III, John Payne, Raymond Gerstenkorn,

of Topeka, KS

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Janta
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 12th day of August, 2019



Scott R. Boen
Assistant Secretary



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

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

August 2, 2019
DOUGLAS COUNTY, KANSAS
ADDENDUM ONE
TO
REQUEST FOR BID NO. 19-F-0018
Judicial & Law Enforcement
Chiller Replacement

The following changes and/or clarifications are a result of discussion at the pre-proposal conference (mandatory) on July 31, 2019 at 10:00 a.m. These changes/clarifications shall become a part of our original request.

July 31, 2018 Meeting Attendees:

JR Moe, PCI
Mark Law, PCI
Drew Lamprecht, McElroys
Matt Heinrich, Smith & Boucher
David Sparkes, Douglas County

Brian Higgins, Enerfab
Scott Corkill, Enerfab
Austin Harkradez, Vazquez
Lonnie Hermann, Fagan Company
Jackie Waggoner, Douglas County

Items from the meeting:

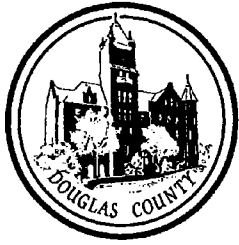
1. Refrigerate from the existing Carrier will be recovered by the County.
2. Awarded contractor will be subject to background checks for all staff working onsite.
3. Working hours may start as early as 7:00 a.m.
4. There will be space made available in the mechanical room for staging
5. The County will allow the contractor to relocate the condenser to the southeast iron structure.
6. County will handle automatic logic control.
7. The County has a stop work procedure in place. If other staff ask for work to be stopped during the project they will do so thru an electronic process that notifies the project manger who needs to approve it. This process requires staff to identify how long work would need to be shut down. This time would be provided back to the contractor toward their guaranteed completion date. Noisy work should be done before court starts at 9:00 a.m.

Please acknowledge receipt of this addendum with your signature and date below. Enclose with your sealed bid.

Jackie Waggoner, Purchasing Director

RECEIVED BY: Jackie Waggoner

DATE: 8/7/2019



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

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

August 9, 2019

DOUGLAS COUNTY, KANSAS

ADDENDUM TWO

TO

REQUEST FOR BID NO. 19-F-0018

Judicial & Law Enforcement

Chiller Replacement

As a result of a recent question the following change needs to be made. This change/clarification shall become a part of our original request.

Delete 3.10 item C under specification sheet 230719-10 that states piping insulation exposed to the weather shall have an aluminum jacket.

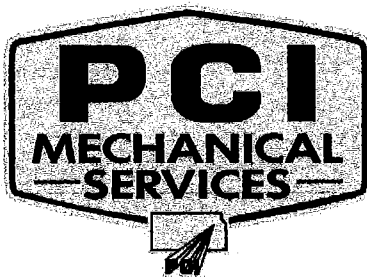
Please acknowledge receipt of this addendum with your signature and date below. Enclose with your sealed bid.

Jackie Waggoner, Purchasing Director

RECEIVED BY:

DATE:

8/9/2019



Work Plan Chiller Replacement/Base bid or Alternate

Notice to Proceed (all dates/times below are from notice to proceed/contract/PO)

Shop drawing/Submittals to Engineer/Douglas County +2 weeks

Engineer/Douglas County shop drawing/Submittals approval +4 weeks

Order Chiller (base or alternate) +4 weeks

Begin demo of existing piping/Chiller/Condensor +9-10 weeks

Begin fabrication of all new chilled and condenser water piping (offsite, PCI fab shop) +4 weeks
(or at shop drawing approval)

Construct/rework concrete equipment pad, (if required) complete at 9-10 weeks

Receive and set chiller at 10 weeks, (10 weeks from approved shop drawings) Sooner if available

Install condenser Refrigerant piping, complete at 11 weeks

Perform any electrical rough in required, complete at 10 weeks

Complete chiller installation and evap/condenser controls, final electrical connections. Project
closeout and completion approx. 30 days from receipt of chiller.*

Summary, Project completion 14 weeks from notice to proceed, lead times for equipment are
anticipated as 10 weeks from approved shop drawings.

REFERENCES:

USD 437 AUBURN-WASHBURN TOPEKA
CHRIS CROCKETT
785-339-4012
Boiler Replacement 69,000

USD501 TOPEKA PUBLIC SCHOOLS
KEVIN KIRMESS
785-231-9951
Boiler replacement 167,000
Boiler replacement 119,000
Boiler retube 37,000
RTU replacements 35,000
RTU replacements 25,000
RTU replacments 645,000
Chiller replacement 98,000
RTU replacements 162,000

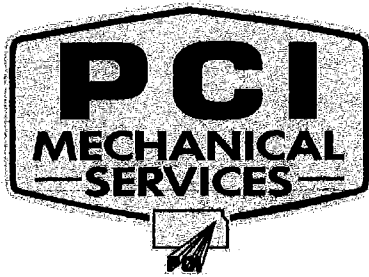
USD383 MANHATTAN PUBLIC SCHOOLS
MATT DAVIS
785-587-2180
Preventative maintenance contracts
Boilers and chiller replacements 627,000

GOODYEAR TIRE & RUBBER
KELLI SIEBERT
785 295-7106
In plant and contract maintenance for Topeka plant

FRITO LAY
JIM ROBINSON
785 338-9306
In plant and contract maintenance for Topeka plant

HILLS PET NUTRITION
GREGG KNAPP
785 231-2837
In plant and contract maintenance for Topeka plant

MGP INGREDIENTS
JIM SCHOLZ
913 360-5284
In plant and contract maintenance for Atchison plant



Piping Contractors has been serving the Topeka, Lawrence, Manhattan and surrounding area for 30 years. We have two locations in Topeka with offices in downtown Topeka and offices and a fabrication shop in North Topeka. We are an exclusively commercial and industrial service, Maintenance Company providing Process Piping, Equipment installation, in plant maintenance and service and have R-stamp welders on staff for pressure vessel repair. We provide Start up Services for many Major manufacturers.

Key Contacts

Steve Brown

Joe Erwin

JR Moe

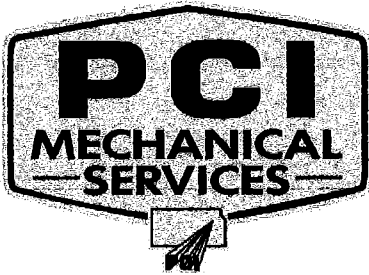
Primary Contacts for this Project:

Joe Erwin/Estimator, Project manager, 25 years in Mechanical Trade, 10 years General Construction

JR Moe/Estimator, Project manager, 22 years in Mechanical Trade

Cody Campbell, Foreman, 10 years in Mechanical Trade

Charlie Griffin, Foreman, 20 years in Mechanical Trade



Subcontractors and Suppliers

Carrier Corp (Equipment, basebid)

Lesser Electric (Electrical work)

Controls Service Company (Controls, per spec)

Polk Crane (Hoisting)

CD Jones (Refrigeration piping and specialties)

Danker Roofing (Roofing)

Siemens Industry, Inc (Fire Alarm)



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : August 15, 2019

Re : Consider awarding construction contract for Project No. 2019-12
E 1750 Road improvements north of Route 12

We opened bids for a second time on August 14 for a project to improve E 1750 Road (N 1st Street in Baldwin City) north of Route 12 (State Lake Road in Baldwin City). We received two bids, as follows:

Bidder	Bids
<i>Engineer's Estimate</i>	<i>\$571,951.50</i>
Kings Construction	\$537,915.15
RD Johnson	\$617,956.50

You will recall the first bid opening for this project on June 28 resulted in two bids, both of which were significantly higher than the Engineer's Estimate. Both bids were rejected.

We have a 3-party agreement with Baldwin City and Palmyra Township to share costs for this project. Both of those parties are in agreement to let this project, both the base bid items and add-alternate bid items, to Kings Construction, the low bidder.

Action Required: Award a contract in the low total bid amount of \$537,915.15 to Kings Construction Co., Inc. for construction of Project No. 2019-12, improvements to E 1750 Road north of Route 12.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2019-12/BID NO. 19-F-00013
E1750 ROAD BENEFIT DISTRICT IMPROVEMENTS
BID TABULATION
August 14, 2019

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Kings Construction Co Inc		RD Johnson		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	MOBILIZATION	L.S.	1	\$30,000.00	\$30,000.00	\$53,500.00	\$53,500.00	\$45,000.00	\$45,000.00		
2	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	\$9,000.00	\$9,000.00	\$8,500.00	\$8,500.00	\$9,200.00	\$9,200.00		
3	CLEARING AND GRUBBING	L.S.	1	\$35,000.00	\$35,000.00	\$22,500.00	\$22,500.00	\$30,100.00	\$30,100.00		
4	UNCLASSIFIED EXCAVATION	C.Y.	2724	\$25.00	\$68,100.00	\$30.00	\$81,720.00	\$27.50	\$74,910.00		
5	COMPACTION OF EARTHWORK (TYPE B, MR-90)	C.Y.	772	\$8.00	\$6,176.00	\$5.00	\$3,860.00	\$9.50	\$7,334.00		
6	WATER (GRADING) (SET PRICE)	MGAL.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00		
7	CROSS ROAD PIPE (18") (ACSP)	L.F.	34	\$95.00	\$3,230.00	\$44.00	\$1,496.00	\$100.00	\$3,400.00		
8	CROSS ROAD PIPE (24") (ACSP)	L.F.	48	\$100.00	\$4,800.00	\$50.00	\$2,400.00	\$105.00	\$5,040.00		
9	CROSS ROAD PIPE (28" x 20") (ACSMAC)	L.F.	36	\$105.00	\$3,780.00	\$60.00	\$2,160.00	\$110.00	\$3,960.00		
10	ENTRANCE PIPE (12") (ACSP)	L.F.	31	\$95.00	\$2,945.00	\$30.00	\$930.00	\$95.00	\$2,945.00		
11	ENTRANCE PIPE (15") (ACSP)	L.F.	83	\$80.00	\$6,640.00	\$33.00	\$2,739.00	\$80.00	\$6,640.00		
12	ENTRANCE PIPE (18") (ACSP)	L.F.	41	\$95.00	\$3,895.00	\$42.00	\$1,722.00	\$105.00	\$4,305.00		
13	ENTRANCE PIPE (21" x 15") (ACSMAC)	L.F.	41	\$105.00	\$4,305.00	\$45.00	\$1,845.00	\$110.00	\$4,510.00		
14	ENTRANCE PIPE (24" x 18") (ACSMAC)	L.F.	33	\$110.00	\$3,630.00	\$50.00	\$1,650.00	\$125.00	\$4,125.00		
15	END SECTION (12") (CS)	EA.	2	\$575.00	\$1,150.00	\$250.00	\$500.00	\$575.00	\$1,150.00		
16	END SECTION (15") (CS)	EA.	4	\$600.00	\$2,400.00	\$300.00	\$1,200.00	\$600.00	\$2,400.00		
17	END SECTION (21" x 15") (CSMA)	EA.	2	\$650.00	\$1,300.00	\$325.00	\$650.00	\$650.00	\$1,300.00		
18	END SECTION (18") (CS)	EA.	4	\$650.00	\$2,600.00	\$325.00	\$1,300.00	\$650.00	\$2,600.00		
19	END SECTION (24" x 18") (CSMA)	EA.	2	\$725.00	\$1,450.00	\$450.00	\$900.00	\$725.00	\$1,450.00		
20	END SECTION (28" x 20") (CSMA)	EA.	2	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00		
21	END SECTION (24") (CS)	EA.	2	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00		
22	RIP RAP (18" NOMINAL)	S.Y.	23	\$100.00	\$2,300.00	\$65.00	\$1,495.00	\$100.00	\$2,300.00		
23	AGGREGATE DITCHLINING (D50) (6")	TON	349	\$50.00	\$17,450.00	\$50.00	\$17,450.00	\$50.00	\$17,450.00		
24	MILLING (3")	S.Y.	5229	\$1.50	\$7,843.50	\$3.55	\$18,562.95	\$3.75	\$19,608.75		
25	HMA-COMMERCIAL GRADE (CLASS A) (SURFACE) (2")	TON	841	\$85.00	\$71,485.00	\$78.20	\$65,766.20	\$92.00	\$77,372.00		
26	HMA-COMMERCIAL GRADE (CLASS A) (BASE) (4")	TON	1785	\$80.00	\$142,800.00	\$77.40	\$138,159.00	\$82.50	\$147,262.50		
27	AGGREGATE BASE (AB-3) (6")	S.Y.	7221	\$10.00	\$72,210.00	\$7.00	\$50,547.00	\$9.25	\$66,794.25		
28	AGGREGATE SURFACING (AB-3) (6")	TON	27	\$35.00	\$945.00	\$32.00	\$864.00	\$35.00	\$945.00		
29	AGGREGATE SHOULDERING (AB-3)	TON	60	\$20.00	\$1,200.00	\$35.00	\$2,100.00	\$60.00	\$3,600.00		
30	EROSION CONTROL MAT (CLASS 2, TYPE E)	S.Y.	120	\$5.00	\$600.00	\$6.00	\$720.00	\$17.50	\$2,100.00		

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2019-12/BID NO. 19-F-00013
E1750 ROAD BENEFIT DISTRICT IMPROVEMENTS
BID TABULATION
August 14, 2019

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Kings Construction Co Inc		RD Johnson		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
31	BIODEGRADABLE LOG (12")	L.F.	697	\$6.00	\$4,182.00	\$6.00	\$4,182.00	\$5.00	\$3,485.00		
32	BIODEGRADABLE LOG (20")	L.F.	1026	\$8.00	\$8,208.00	\$8.00	\$8,208.00	\$5.50	\$5,643.00		
33	SILT FENCE	L.F.	171	\$7.00	\$1,197.00	\$5.00	\$855.00	\$7.00	\$1,197.00		
34	SWPPP INSPECTION	EA	10	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$300.00	\$3,000.00		
35	SEDIMENT REMOVAL (SET PRICE)	C.Y.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00		
36	TEMPORARY SURFACING MATERIAL (AB-3)	TON	200	\$18.00	\$3,600.00	\$28.00	\$5,600.00	\$50.00	\$10,000.00		
37	MAILBOX INSTALLATION (SET PRICE)	EA.	6	\$140.00	\$840.00	\$140.00	\$840.00	\$140.00	\$840.00		
38	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
39	TEMP. FERTILIZER, SEED, AND MULCH	AC	2	\$2,000.00	\$4,000.00	\$1,250.00	\$2,500.00	\$2,250.00	\$4,500.00		
40	PERM. FERTILIZER, SEED, AND MULCH	AC	2	\$4,000.00	\$8,000.00	\$2,100.00	\$4,200.00	\$4,110.00	\$8,220.00		
41	TWO WAY TRAFFIC-ONE LANE CLOSED	L.S.	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,550.00	\$3,550.00		
42	TRAFFIC CONTROL	L.S.	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$9,750.00	\$9,750.00		
SUBTOTAL-					\$559,831.50		\$526,691.15		\$604,056.50		

ADD-ALTERNATE BID

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Kings Construction Co Inc		RD Johnson		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
43	CLEARING & GRUBBING	L.S.	1	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00		
44	ENTRANCE PIPE (INSTALLATION ONLY)	L.S.	1	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00		
45	EROSION CONTROL MAT (CLASS 1) (TYPE C)	S.Y.	204	\$5.00	\$1,020.00	\$6.00	\$1,224.00	\$5.00	\$1,020.00		
46	AGGREGATE SURFACING (AB-3) (6")	TON	9	\$50.00	\$450.00	\$50.00	\$450.00	\$50.00	\$450.00		
47	GRADING	L.S.	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$6,780.00	\$6,780.00		
48	PERMANENT FERTILIZER, SEED, & MULCH	AC.	0.06	\$2,500.00	\$150.00	\$5,000.00	\$300.00	\$2,500.00	\$150.00		
SUBTOTAL-					\$12,120.00		\$11,224.00		\$13,900.00		
GRAND TOTAL-					\$571,951.50		\$537,915.15		\$617,956.50		

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. 2019-12

E1750 ROAD BENEFIT DISTRICT IMPROVEMENTS

BID #19-F-0020

Douglas County Commissioners

Michelle Derousseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Approved By:

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

Date: 7/17/2019

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

TABLE OF CONTENTS

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

SPECIAL PROVISIONS

15-DG-1 - SALES TAX EXEMPTION
15-DG-2 - CONTRACTUAL PROVISIONS ATTACHMENT
15-DG-3 - GENERAL DESCRIPTION
15-DG-4 - PLAN SHEET
15-DG-5 - ENGINEER
15-DG-8 - OPERATIONS OF OTHERS
15-DG-11 - INSPECTION
15-DG-12 - RIGHT-OF-WAY
15-DG-14 - SPECIFICATIONS
15-DG-22 - INDEMNITY PROVISION
15-DG-46 - MAINTENANCE AND RESTORATION OF HAUL ROADS
15-DG-51 – ASPHALT SAFETY EDGE
15-DG-160 – PRICE ADJUSTMENT FOR ASPHALT MATERIALS
15-DG-162 – MAILBOX ADJUSTEMENTS
15-DG-611B – HOT MIX ASPHALT (HMA)-COMMERCIAL GRADE
15-DG-09002-R03 – STORMWATER POLLUTION MANAGEMENT

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Wednesday, August 14, 2019, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2019-12 consists of Clearing & Grubbing, Cross Road Pipe Replacements, Entrance Pipes, Grading, HMA-Base, HMA-Surfacing, Rip Rap, Aggregate Shouldering, Temp. Erosion Control Items, Seeding, and Temp. Traffic Control.

Douglas County Project 2019-12 is located on E1750 Road approximately 1 mile northeast of the US-56/Route 1055 Junction in Baldwin City, KS.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2019-12", 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. All subcontractors must be approved or vetted by Douglas County.

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

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 7/17/2019

Publication Date: Friday July 19, 2019
Saturday August 10, 2019

cc: Lawrence Journal World
Douglas County Commission
Douglas County Operations

Douglas County Administrator
Douglas County Clerk

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained by Demand Star 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. 2019-12" 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. All subcontractors must be approved or vetted by Douglas County.
7. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
8. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
9. Proposals must be signed.
10. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
11. 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. 2019-12
BID #19-F-0020

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 Drexel Technologies at www.drexeltech.com or from Demand star at www.demandstar.com. 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 Drexel Technologies at www.drexeltech.com or Demand Star at www.demandstar.com 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. 2019-12", 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 will make one progress payment per month.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020
PROPOSAL

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

1. Proposal of KINGS CONSTRUCTION CO INC for the performance of "Douglas County Project No. 2019-12", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within Forty-five (45) working days. The earliest anticipated date for the "Notice to Proceed" is September 16, 2019. The latest anticipated date for the "Notice to Proceed" is October 14, 2019.
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

KINGS CONSTRUCTION CO INC
Name of Organization

By:

[Signature]
PRESIDENT

DOUGLAS COUNTY, KANSAS PROJECT NO. 2019-12
 BID #19-F-0020
 SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	\$53,500.00	\$53,500.00
2	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	\$8,500.00	\$8,500.00
3	CLEARING AND GRUBBING	L.S.	1	\$22,500.00	\$22,500.00
4	UNCLASSIFIED EXCAVATION	C.Y.	2724	\$30.00	\$81,720.00
5	COMPACTION OF EARTHWORK (TYPE B, MR-90)	C.Y.	772	\$5.00	\$3,860.00
6	WATER (GRADING) (SET PRICE)	MGAL.	1	\$35.00	\$35.00
7	CROSS ROAD PIPE (18") (ACSP)	L.F.	34	\$44.00	\$1,496.00
8	CROSS ROAD PIPE (24") (ACSP)	L.F.	48	\$50.00	\$2,400.00
9	CROSS ROAD PIPE (28" x 20") (ACSMAC)	L.F.	36	\$60.00	\$2,160.00
10	ENTRANCE PIPE (12") (ACSP)	L.F.	31	\$30.00	\$930.00
11	ENTRANCE PIPE (15") (ACSP)	L.F.	83	\$33.00	\$2,739.00
12	ENTRANCE PIPE (18") (ACSP)	L.F.	41	\$42.00	\$1,722.00
13	ENTRANCE PIPE (21" x 15") (ACSMAC)	L.F.	41	\$45.00	\$1,845.00
14	ENTRANCE PIPE (24" x 18") (ACSMAC)	L.F.	33	\$50.00	\$1,650.00
15	END SECTION (12") (CS)	EA.	2	\$250.00	\$500.00
16	END SECTION (15") (CS)	EA.	4	\$300.00	\$1,200.00
17	END SECTION (21" x 15") (CSMA)	EA.	2	\$325.00	\$650.00
18	END SECTION (18") (CS)	EA.	4	\$325.00	\$1,300.00
19	END SECTION (24" x 18") (CSMA)	EA.	2	\$450.00	\$900.00
20	END SECTION (28" x 20") (CSMA)	EA.	2	\$500.00	\$1,000.00
21	END SECTION (24") (CS)	EA.	2	\$500.00	\$1,000.00
22	RIP RAP (18" NOMINAL)	S.Y.	23	\$65.00	\$1,495.00
23	AGGREGATE DITCHLINING (D50) (6")	TON	349	\$50.00	\$17,450.00

DOUGLAS COUNTY, KANSAS PROJECT NO. 2019-12
 BID #19-F-0020
 SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
24	MILLING (3")	S.Y.	5229	\$3.55	\$18,562.95
25	HMA-COMMERCIAL GRADE (CLASS A) (SURFACE) (2")	TON	841	\$78.20	\$65,766.20
26	HMA-COMMERCIAL GRADE (CLASS A) (BASE) (4")	TON	1785	\$77.40	\$138,159.00
27	AGGREGATE BASE (AB-3) (6")	S.Y.	7221	\$7.00	\$50,547.00
28	AGGREGATE SURFACING (AB-3) (6")	TON	27	\$32.00	\$864.00
29	AGGREGATE SHOULDERING (AB-3)	TON	60	\$35.00	\$2,100.00
30	EROSION CONTROL MAT (CLASS 2, TYPE E)	S.Y.	120	\$6.00	\$720.00
31	BIODEGRADABLE LOG (12")	L.F.	697	\$6.00	\$4,182.00
32	BIODEGRADABLE LOG (20")	L.F.	1026	\$8.00	\$8,208.00
33	SILT FENCE	L.F.	171	\$5.00	\$855.00
34	SWPPP INSPECTION	EA	10	\$500.00	\$5,000.00
35	SEDIMENT REMOVAL (SET PRICE)	C.Y.	1	\$35.00	\$35.00
36	TEMPORARY SURFACING MATERIAL (AB-3)	TON	200	\$28.00	\$5,600.00
37	MAILBOX INSTALLATION (SET PRICE)	EA.	6	\$140.00	\$840.00
38	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$3,000.00	\$3,000.00
39	TEMP. FERTILIZER, SEED, AND MULCH	AC	2	\$1,250.00	\$2,500.00
40	PERM. FERTILIZER, SEED, AND MULCH	AC	2	\$2,100.00	\$4,200.00
41	TWO WAY TRAFFIC-ONE LANE CLOSED	L.S.	1	\$2,000.00	\$2,000.00
42	TRAFFIC CONTROL	L.S.	1	\$3,000.00	\$3,000.00

SUBTOTAL BID \$526,691.15

DOUGLAS COUNTY, KANSAS PROJECT NO. 2019-12
BID #19-F-0020
ADD-ALTERNATE BID ITEMS

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
43	CLEARING AND GRUBBING	L.S.	1	\$2,500.00	\$2,500.00
44	ENTRANCE PIPE (INSTALLATION ONLY)	L.S.	1	\$1,250.00	\$1,250.00
45	EROSION CONTROL MAT (CLASS 1) (TYPE C)	S.Y.	204	\$6.00	\$1,224.00
46	AGGREGATE SURFACING (AB-3) (6")	TON	9	\$50.00	\$450.00
47	GRADING	L.S.	1	\$5,500.00	\$5,500.00
48	PERMANENT FERTILIZER, SEED, & MULCH	AC.	0.06	\$5,000.00	\$300.00

NOTE: Bidder shall extend all items and total bid.

Subtotal Bid \$11,224.00

Grand Total Bid \$537,915.15

Contractor Kings Construction Co., Inc.




DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

CONTRACT

THIS CONTRACT, made and entered into this 21st day of August, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Kings Construction Co Inc., Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

CONTRACT (continued)

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-12
BID #19-F-0020

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 2019-12 consists of Clearing & Grubbing, Cross Road Pipe Replacements, Entrance Pipes, Grading, HMA-Base, HMA-Surfacing, Rip Rap, Aggregate Shouldering, Temp. Erosion Control Items, Seeding, and Temp. Traffic Control.

Douglas County Project 2019-12 is located on E1750 Road approximately 1 mile northeast of the US-56/Route 1055 Junction in Baldwin City, KS.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	COVER SHEET
2	GENERAL NOTES AND QUANTITIES
3	TYPICAL SECTIONS
4-5	GENERAL LAYOUT AND SURVEY CONTROL
6-10	ROAD PLAN AND PROFILE
11-12	CHANNEL PLAN AND PROFILE
13-17	ENTRANCE PLAN AND PROFILE
18	CMP END SECTION DETAIL
19	AGGREGATE DITCH LINER DETAIL
20-21	STORM WATER POLLUTION PREVENTION PLANS
22-24	EROSION CONTROL DETAILS
25-34	ROAD CROSS SECTIONS
35-36	TRAFFIC CONTROL AND PERMANENT SIGN
A	EDIGER DRAINAGE IMPROVEMENTS

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
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EDITION OF 2015

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OPERATIONS OF OTHERS:

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

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

SPECIAL PROVISIONS
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INSPECTION:

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

SPECIAL PROVISIONS
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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.

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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>

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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
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SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

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

For the purpose of this specification and when the bid item is included in the contract items, a haul road is any public road in Kansas, excluding State highways, over which 2,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

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

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

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

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

SPECIAL PROVISION
TO THE
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EDITION OF 2015

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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.

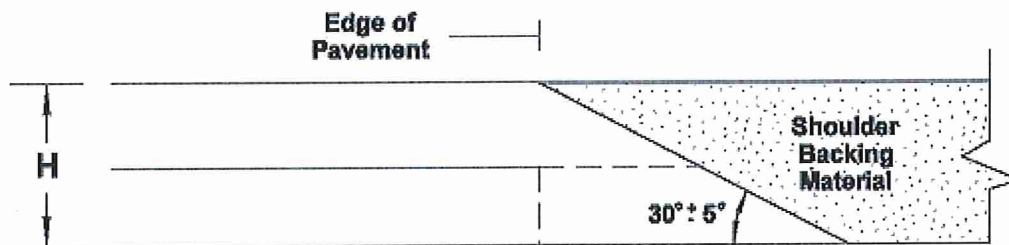
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

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 items(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>

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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 as listed @ <http://www.ksdot.org/burconsmain/ppreg/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for July, 2019 (506).

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

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SECTION 847

MAILBOX ADJUSTMENTS

SUBSECTION 847.2, MATERIALS, page 800-113, Delete this subsection and replace with the following:

When necessary, provide commercially available mailbox supports constructed of a single 4 inch by 4 inch wooden post. The wooden posts shall be embedded (tamped) into the subgrade a minimum of 18", maximum of 24", and tall enough to place the bottom of the mailbox 41"–45" above the final surface or as directed by the Engineer.

Provide commercially available post-to-mailbox assemblies.

If the owner's mailbox is unacceptable, it is the contractor's responsibility to provide an acceptable mailbox (of similar size) for reinstallation.

Provide a minimum 3" lettering and numbers to identify the address to the leading side and the door of the mailbox.

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

SPECIAL PROVISIONS
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SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SUBSECTION 611.1 DESCRIPTION, Add the following Bid Items:

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

SUBSECTION 611.2 MATERIALS,

b. Asphalt. ADD- Provide Emulsified Asphalt (SS-1HP) for tack.

Provide asphalt for tack (SS-1HP) as approved by the Engineer.

Tack oil shall be placed at a rate of 0.08-0.10 gal/SY on milled surfaces and 0.05-0.07 gals/SY on un-milled surfaces, or as directed by the Engineer.

c. Mix Design.

(1) Table 611-1,

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

Change the Binder requirement to PG64-22

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

d. Process Control. Replace – "KDOT" with "Douglas County" and "Contractor's lab" with "Douglas County's lab"

KDOT will perform tests at the Contractor's lab or at a location agreed to by the Engineer and Contractor.

Replace - "24 hours" with "48 hours".

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

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

No Material Transfer Device will be required for this project. A minimum of 2 steel drum rollers will be required.

Since the Engineer has removed the Material Transfer Device and/or Paver Hopper Insert:

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

When spreading the HMA keep the paver's vibratory screed continually running to assist in the initial compaction of the mat.

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

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

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

c. Pavement Smoothness. Remove "Section 603 and".

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

SECTION 901

STORMWATER POLLUTION MANAGEMENT

901.1 DESCRIPTION

Design, implement, inspect and maintain appropriate best management practices to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project.

BID ITEMS

SWPPP Design

SWPPP Inspection

Water Pollution Control Manager

Stormwater Compliance Disincentive Assessment

UNITS

Lump Sum

Each

Each

Lump Sum

901.2 MATERIALS

None Required.

901.3 CONSTRUCTION REQUIREMENTS

a. Permits.

(1) Projects requiring permit coverage:

(a) KDOT with 1.0 acre or more of erodible surface:

KDOT will submit the Notice of Intent (NOI) for authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit. This authorization does not cover Contractor plant sites and Contractor-Furnished borrow and waste sites outside the project limits.

The Contractor shall accept full responsibility, coverage, and liability for the permit, along with KDOT. Within 10 business days after notice of the award of contract, or within any time extension the Bureau Chief of Construction and Materials has granted for completion of documents required in the Bidding Proposal Form, complete, sign and return to KDOT the KDHE form "REQUEST FOR JOINT OWNER/OPERATOR" (RJOO). A blank copy of the form is attached. The Secretary will not sign the contract until the Contractor has returned the completed, signed RJOO. If the Contractor fails to complete, sign, and return the RJOO within the required time, the Secretary will cancel the award of contract as provided in **SECTION 103**. KDOT will submit the completed form to KDHE for authorization. After approved by KDHE, copies will be distributed to KDOT and the Contractor.

(b) Local Public Authority with 1.0 acre or more of erodible surface:

The local governmental agency will submit the Notice of Intent (NOI) for authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit. This authorization does not cover Contractor plant sites and Contractor-Furnished borrow and waste sites outside the project limits.

(2) Projects not requiring permit coverage: The Contractor is required to comply with **subsection 901.3b.** and use appropriate Best Management Practices (BMPs) to minimize stormwater pollution.

Select Contractor-furnished borrow or plant sites from which runoff will not significantly impact the same surface waters and stream segments that receive runoff from the project site. Selecting a site which does significantly impact the same surface waters may result in the project requiring permit coverage.

A Storm Water Pollution Prevention Plan (SWPPP) (**subsection 901.3c.**) is not required.

A Water Pollution Control Manager (**subsection 901.3d.**) is not required.

Inspection and Maintenance Reports (**subsection 901.3e.**) are not required.

Stormwater Erosion Control Conferences (**subsection 901.3f.**) are not required.

b. General. When Contractor-furnished borrow or plant sites are outside the project limits, obtain all required permits and clearances required for compliance, **SECTION 107.** Provide copies of all such permits and clearances to the Engineer.

Take all measures necessary to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project and project related borrow areas.

Assume responsibility for inspection and maintenance of all erosion and sediment control measures within the project limits, whether originally implemented by the Contractor, KDOT or a third party. Obtain information regarding the SWPPP and active Best Management Practices (BMPs) from the Area Engineer. Maintenance or removal of BMPs not installed by the Contractor may be considered Extra Work, **SECTION 104**, unless addressed by other items of the contract (e.g. sediment removal).

Install devices to establish a perimeter control of the project in areas where it is anticipated that stormwater runoff will leave the project. Install perimeter control devices prior to or simultaneously with the clearing and grubbing operations. Do not perform grading until perimeter control devices are in place and approved by the Engineer.

Unless requested in writing from the Contractor, and approved in writing by the Engineer, or specified otherwise in the Contract Documents, do not exceed 750,000 square feet of surface area of erodible earth material per equipment spread at one time. The Engineer will limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow (within right-of-way) and embankment operations. Limit the exposed erodible earth material according to the capability and progress, and in keeping with the approved schedule.

Areas will not count toward the 750,000 square feet limit, when the following conditions are met:

For areas that will not be disturbed again due to project phasing:

- Finish grade the completed area;
- Stabilize and maintain stabilization according to **SECTION 902**; and
- Do not disturb the area again without a written request from the Contractor and written approval from the Engineer;

For areas that will be disturbed again due to project phasing:

- Rough grade; and
- Stabilize and maintain stabilization according to **SECTION 902.**

DO NOT clear and grub areas unless meaningful work toward the completion of the project will actively be performed in the exposed area (or portions of the exposed area) within 7 calendar days on exposed steep slope areas (40% or greater) or within 14 calendar days for all other exposed areas.

If areas are cleared and grubbed and not finish graded, not part of project phasing and no meaningful work toward the completion of the project is performed within the exposed area (or portions of the exposed area) for 7 calendar days on exposed steep slope areas (40% or greater) or 14 calendar days for all other exposed areas, stabilize and maintain stabilization of the exposed areas according to **SECTION 902** at no cost to KDOT.

If on-site or state-furnished off-site borrow areas are to be excavated below the ground water elevation, construct a temporary berm around the borrow area to prevent stormwater runoff from entering the excavated area.

Do not ford live streams with construction equipment.

Restrict construction operations in rivers, streams and other water impoundments to those areas that must be entered for the construction of temporary or permanent structures. Only use clean aggregate fill for temporary crossing, work platforms, etc. When no longer required, promptly remove all falsework, piling, temporary crossings and other obstructions caused by the construction.

Do not store equipment or materials (including soil stockpiles) within 50 feet of rivers, streams or other surface waters. Avoid storing equipment or materials (including soil stockpiles) in flowlines of ditches or other drainage courses. Where such storage is necessary, obtain the Area or Metro Engineer's written approval and include in the project SWPPP appropriate best management practices for the storage area.

Immediately initiate placement of appropriate erosion control Best Management Practices (BMPs) in any exposed steep slope areas (40% or greater) where construction activities have permanently or temporarily ceased, and will not resume for a period exceeding 7 calendar days. For vegetative cover areas, in addition to seeding, watering, mulching, and any other required activities related to the planting and establishment of vegetation, utilize other appropriate erosion control practices such as geotextiles or erosion control mats. Divert stormwater flows around steep slopes or install slope drains where feasible.

Immediately initiate temporary stabilization on areas that have been disturbed after construction activities have permanently ceased on that portion of the project site. Immediately initiate temporary stabilization measures on areas that have been disturbed after construction activities have temporarily ceased on that portion of the project site if construction activities will not resume for a period exceeding 14 calendar days. Temporary stabilization may include temporary seeding, geotextiles, mulches or other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb the area.

Stabilization is initiated when physical work on the project to install stabilizing BMPs has begun. "Immediately" in the context of the above provisions is defined to mean as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased. Prosecute stabilization work continuously and diligently until completed.

Install and maintain temporary erosion and pollution control devices as shown in the Contract Documents, **SECTION 902**, the SWPPP and as directed by the Engineer.

Provide and implement Best Management Practices (BMPs) that, at a minimum, are designed, installed and maintained to:

- Control stormwater volume and velocity within the site to minimize soil erosion;
- Control stormwater discharges to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points;
- Minimize sediment discharges from the site;
- Provide and maintain natural buffers around Waters of the United States, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce pollutant discharges where feasible;

- Prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment;
- Coordinate temporary BMPs with the construction of permanent erosion control features to provide continuous erosion control;
- Schedule the construction of drainage structures as soon as practicable; and
- Schedule construction of permanent erosion control features as soon as practicable;

Notify the Engineer in writing within 24 hours of any chemical, sewage or other material spill which is required to be reported to the KDHE under part 10 of the NPDES permit. The notification shall include at a minimum the material spilled, location of the spill, and a description of containment or remediation actions taken. This notice to the Engineer does not relieve the Contractor of responsibility to report to the KDHE or to any other agency.

If temporary erosion and pollution control is not implemented and maintained according to this specification, the approved SWPPP, or the NPDES permit, the Area/Metro Engineer may suspend all or part of the work on the project until conditions are brought into compliance, as determined by the Area/Metro Engineer.

KDOT will not issue the Notice of Acceptance, **SECTION 105**, until all necessary maintenance, corrective actions, removal of unnecessary devices and temporary stabilization is completed for the project. Failure to complete this work within the contract time may result in liquidated damages, **SECTION 108**.

All SWPPP related documentation including the original SWPPP, all revisions/amendments, and inspection reports shall be retained by the Engineer upon Acceptance of the project.

c. SWPPP Design. Before the preconstruction conference, submit to the Field Engineer a minimum of 3 original copies of the SWPPP. No physical work on the project may begin until the Area/Metro Engineer has approved the SWPPP.

Design the SWPPP to comply with the NPDES permit for the project. At a minimum, the submittal shall include:

- A copy of the Project Notice of Intent Form (NOI) for Stormwater Runoff from Construction Activities. (obtained from KDOT);
- A copy of the "Request for Joint Owner/Operator" form signed by the Contractor and the Area/Metro Engineer (if applicable);
- The planned sequence of major construction activities;
- The Contractor's Erosion Control Site Plan or Plans accounting for project phasing;
- Current training certification(s) for the designated WPCM (subsection 901.3d);
- Current training certification(s) for Contractor's Environmental Inspector (subsection 901.3e);
- The SWPPP Contractor Certification Form 246. The Contractor and all subcontractors are required to certify that they understand the terms and conditions of the general NPDES permit. The Engineer will provide the SWPPP Certification Form (Form No. 246), or it can be found on the KDOT Internet;
- An acknowledgement that State and Local requirements have been included in the SWPPP. Review all applicable permits (Corps of Engineers, Department of Agriculture, etc.) for special conditions affecting stormwater pollution control. Include relevant permit documents with the SWPPP;
- A detailed description of Best Management Practices (BMPs) which will be used one or more times at the site for erosion and sediment control. In

addition to the requirements of **subsection 901.3.b**, design, install and maintain BMPs to:

- Minimize the amount of soil exposed during construction activity;
- Minimize the disturbance of steep slopes (slopes of 40% or greater);
- Control discharges from sediment or soil stockpiles;
- Minimize the generation of dust;
- Minimize off-site tracking of soils;
- Provide storm drain inlet protection for inlets down gradient of disturbed project areas not fully stabilized or where construction will soon be started;
- A description of site management BMPs which minimize or eliminate contamination of stormwater runoff. Design, install and maintain such BMPs to:
 - Minimize discharge of pollutants from equipment and vehicle washing;
 - Minimize the exposure of construction waste, trash, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater;
 - Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures;
 - BMPs in this category include but are not limited to:
 - Waste management including trash containers and regular site cleanup for proper disposal of solid waste such as scrap material, product/material shipping waste, food containers and cups;
 - Containers and proper disposal for waste paints, solvents, and cleaning compounds;
 - Portable toilets for proper disposal of sanitary waste;
 - Storage for construction materials away from drainage courses and low areas;
 - Procedures and practices to eliminate the potential to discharge wash and/or rinse waters from concrete mixing equipment including ready-mix concrete trucks.

Update the erosion control site plan as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect BMPs that have been installed or removed.

Maintain a complete and updated copy of the project SWPPP on the project site or at the location approved by the Area/Metro Engineer. At a minimum, the complete project SWPPP shall include:

- The approved Contractor's submittal as detailed above;
- KDOT Form 219, Approval of Storm Water Pollution Prevention Plan (SWPPP) completed by the Area or Metro Engineer;
- KDOT Form 248, Checklist for Contractor's Stormwater Pollution Prevention Plan (SWPPP) completed by the Area or Metro Engineer;
- Current training certifications for KDOT, LPA or Consultant inspectors;
- SWPPP Inspection and Maintenance Report Form 247;
- Complete copy of the NPDES permit for the project;
- Reference Contract Documents pertaining to temporary erosion and water pollution control.

d. Water Pollution Control Manager. Designate a Water Pollution Control Manager (WPCM) who shall visit the project during normal work hours on a frequent basis and at least once per week until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180-day observation period for pavement markings is not considered to be physical work. The WPCM shall thoroughly review the project and SWPPP documentation during the

weekly site visits to verify the Contractor's compliance with this specification and with the NPDES permit. In addition, the WPCM shall:

- Have the authority to supervise all work performed by the Contractor and subcontractors that involves stormwater requirements or affects stormwater compliance;
- Have the responsibility and authority to order Contractor employees and subcontractors to take appropriate action to comply with stormwater requirements, including requiring any such person to cease or correct a violation of stormwater requirements and to order or recommend such other actions or sanctions as necessary to meet stormwater requirements;
- Be familiar with the Project SWPPP;
- Ensure BMPs are properly installed and maintained as necessary to maintain compliance;
- Be responsible for updating the Project SWPPP and site maps to accurately reflect the BMPs in use on the project;
- Be the point of contact for KDOT regarding stormwater compliance;
- Have completed and maintain current certification in either:
 - KDOT's Environmental Inspector Training (EIT) and Environmental Manager Training (EMT) programs or
 - KDOT's Construction Stormwater (CSW) training.
- Review and sign SWPPP inspection reports within 3 days after receiving such reports, acknowledging awareness of any deficiencies and ensuring the correction of all deficiencies.
- Maintain and monitor an active email account capable of receiving electronic communications including inspection reports, photos and other documents relevant to stormwater compliance.

The WPCM may, when approved by the Engineer, perform SWPPP Inspections according to **subsection 901.3e**.

Immediately notify the Engineer in writing if the designated WPCM is replaced. The replacement WPCM shall comply with the above requirements. The notification shall include training certificates and contact information for the replacement WPCM.

Failure to adequately perform the required duties may result in disqualification of the WPCM in accordance with the procedures outlined in the KDOT Policy and Procedure Manual for The Certified Inspection and Testing Training (CIT) Program.

e. SWPPP Inspections. The Contractor's Environmental Inspector shall have completed either KDOT's Environmental Inspector Training (EIT) or Construction Stormwater (CSW) training and maintain a current certification while performing SWPPP Inspections.

KDOT's Inspector and the Contractor's Environmental Inspector shall perform joint inspections of the project in compliance with the NPDES permit. Continue inspections as required until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180-day observation period for pavement markings is not considered to be physical work.

Inspect the entire construction site and all BMPs according to the requirements in part 7.2.10 of the permit.

Complete post-rainfall SWPPP Inspections no later than the end of the next business day following the occurrence of a qualifying rainfall event. Determine the need for a post-rainfall SWPPP Inspection according to the following:

- Determine rainfall totals from local weather station reports of daily rainfall totals or from regularly scheduled on-site rain gauge monitoring.

- Observe and record rainfall totals on each business day at a minimum. Rainfall occurring on non-business days may be collected and measured on the subsequent business day.
- A SWPPP inspection is required whenever a rainfall total of 0.5 inches or greater is recorded for a single observation.
- A SWPPP inspection is required whenever a rainfall total of 0.5 inches or greater is recorded over two consecutive observations if the first is less than 0.5 inches.

Schedule routine SWPPP Inspections such that a minimum of one Inspection (either routine or post-rainfall) is performed within every 14-day period.

Perform additional SWPPP inspections if directed by the Engineer.

Document the SWPPP inspections on KDOT Form 247, (SWPPP Inspection and Maintenance Report). KDOT and Contractor Inspectors shall each sign the report.

Include in the inspection report any maintenance or corrective actions necessary to remedy deficiencies in maintenance, operation, effectiveness, adequacy or coverage extent of all BMPs installed or required to be installed on the project. Deficiencies to be documented include any required maintenance, corrective action, documentation updates, or any other item requiring action necessary to maintain permit compliance.

Remedy any deficiencies noted during a SWPPP Inspection within 7 days of the inspection despite weather conditions that make it difficult (but not impossible) to perform corrections. No additional time shall be granted to remedy deficiencies on the basis of weather unless it is infeasible due to flooding or frozen ground conditions for the Contractor to complete the remedy within the 7 days allowed. No additional time will be granted to remedy deficiencies unless approved by the Douglas County Engineer.

Submit completed copies of KDOT Form 247 to the Area/Metro Engineer and the Contractor's WPCM within 24 hours after an inspection has been made.

The WPCM shall review and sign the report within 3 calendar days of receiving the completed inspection report. The WPCM's signature acknowledges awareness of all reported deficiencies and actions required to be taken within 7 calendar days of the inspection.

The Contractor Inspector's signature acknowledges awareness of all reported deficiencies and actions required to be taken within 7 calendar days of the inspection.

The obligation to conduct formal inspections and complete an associated report does not limit or otherwise modify the Contractor's obligation to monitor and maintain temporary erosion and pollution control devices daily.

Failure to adequately perform the required duties may result in disqualification of the Contractor's Environmental Inspector in accordance with the procedures outlined in the KDOT Policy and Procedure Manual for The Certified Inspection and Testing Training (CIT) Program.

f. Stormwater Erosion Control Conferences. Each project shall have a stormwater erosion control pre-construction conference before the start of construction activities.

KDOT and the Contractor shall also hold stormwater erosion control conferences before the start of each major phase of construction and before the winter shutdown period begins.

These conferences shall be attended by the KDOT Area/Metro Engineer, the WPCM, and Environmental Inspector(s) for the Project, and any erosion control subcontractor(s). The attendance sheet and minutes of the conference will be kept in the SWPPP notebook.

g. Stormwater Compliance Disincentive Assessment. If the Contractor's Environmental Inspector fails to perform a SWPPP Inspection as required according to

subsection 901.3e. the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be determined using **TABLE 901-1**. Failure to participate in the joint inspection does not relieve the Contractor of the responsibility to correct deficiencies noted by KDOT's Inspector.

If deficiencies noted during SWPPP inspections performed according to **subsection 901.3e.** are not corrected within 7 calendar days of the inspection, or within a time extension approved by the Stormwater Compliance Engineer, the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be determined using **TABLE 901-1**.

Should it be infeasible to perform corrections within the allowed time, notify the Area/Metro Engineer and the Stormwater Compliance Engineer immediately. Within 3 days of the notification, submit in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; and a schedule for implementation of any measures to be taken to prevent or mitigate the delay. Include with the submittal any relevant documentation supporting the claim of infeasibility and that best efforts were made to complete the required corrections and to minimize any delay to the extent possible. No additional time will be granted to submit the required information unless approved in writing by the Stormwater Compliance Engineer.

The Engineer will deduct and withhold from contract funds the Stormwater Compliance Disincentive Assessment under **subsection 901.3g**. The assessments are to be computed in the same manner as damages under **SECTION 108** (Liquidated Damages and Disincentive Assessments) except calendar days include Sundays, Holidays and the Winter Holiday Period. If contract funds are insufficient, the Contractor shall pay KDOT the balance owed. If the Contractor fails to pay KDOT the amount owed within 10 days after demand from KDOT, the Contractor shall be considered in breach of contract under **SECTION 108**.

The disincentive assessments under **subsection 901.3g.** are in addition to federal and state statutory penalties and fines that are allowed against the Contractor under the Clean Water Act and other environmental laws for violations of those laws. See also **subsection 901.3h**.

TABLE 901-1: TABLE OF STORMWATER COMPLIANCE DISINCENTIVES			
Original Contract Amount Range		Each SWPPP Inspection not performed according to 901.3e	Each deficiency per day not corrected within allowable
\$0	\$1,000,000.00	\$250.00	\$250.00
\$1,000,000.01	\$2,500,000.00	\$500.00	\$500.00
\$2,500,000.01	\$5,000,000.00	\$750.00	\$500.00
\$5,000,000.01	\$10,000,000.00	\$1,000.00	\$500.00
Over \$10,000,000.00		\$1,500.00	\$500.00

h. Penalties and Fines. Nothing in **SECTION 901** prevents KDHE, EPA or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with applicable laws, regulations, ordinances, NPDES permit, other

permits, the SWPPP, governmental administrative compliance orders or corrective orders for the Project, or a combination thereof.

Nothing in this **SECTION 901** prevents KDHE, EPA, or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with an administrative claims settlement or consent decree that governs KDOT projects and that is included in the Proposal Form or that is added "Extra Work", **SECTION 104**.

Understand that penalties/fines may be imposed against KDOT, the Contractor, or both because of "shared" responsibility/liability under applicable environmental law, regulations, ordinances; the NPDES permit, other permits, the SWPPP, administrative corrective action orders, administrative claims settlements, consent decrees, legal judgments or a combination thereof. The Contractor shall have no claim that such shared responsibility/liability voids the Contractor's liability for disincentive assessments under **subsection 901.3g**. or for penalties/fines under **subsection 901.3h**.

901.4 MEASUREMENT AND PAYMENT

The Engineer will measure each SWPPP inspection performed in compliance with this specification.

The Engineer will not measure each Water Pollution Control Manager (WPCM). All duties of the WPCM shall be subsidiary to other bid items. Each is defined as each calendar week (Sunday-Saturday) that the Contractor provides a WPCM according to **subsection 901.3.d**. Each week will be measured only once, regardless of the number of site visits or time spent performing WPCM duties for that week.

The Engineer will not measure SWPPP design for payment as a lump sum upon the Area Engineer's approval. All revisions or updates to the SWPPP shall be subsidiary.

The Engineer will assess disincentives under the bid item "Stormwater Compliance Disincentive Assessment" by the Lump Sum.

09-28-17 (C&M) (JVN)
Feb-18 Letting

PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item

PC Staff Report
7/24/2019

CONDITIONAL USE PERMIT FOR HUNTERS CROSSING EVENT CENTER,
NE OF INTERSECTION OF E. 1500 AND N. 900 ROADS

CUP-19-00282: Consider a conditional use permit for Hunters Crossing Event Center, a *Recreation Facility*, located on approximately 80 acres northeast of the intersection of E. 1500 and N. 900 Roads. Submitted by Eugene George (Walter E. George), property owner of record.

STAFF RECOMMENDATION: Staff recommends forwarding the conditional use permit for a *Recreation Facility* to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report and subject to the following conditions:

- 1) The applicant shall provide an executed annexation agreement, including consent to annexation, to the Planning Office prior to the release of the conditional use site plan to the Zoning and Codes Office for processing of building permits.
- 2) The following conditions and restrictions of use apply to this event center, and shall be noted on the plan:
 - a. Occupancy may not exceed 375 attendees/occupants.
 - b. Hours of operation shall be limited to:
Sunday through Thursday: 8:00 AM to 10:00 PM
Friday and Saturday: 8:00 AM to 12:00 Midnight
- 3) Alcohol, when included with an event, shall be provided by caterers and serving shall cease at 10:00 PM, Sunday through Thursday, and at 10:30 PM, Friday and Saturday.
- 4) Outdoor amplified music, when included with an event, shall cease at 9:00 PM.
- 5) The conditional use is limited to the building and the outdoor area to the northeast of the building.
- 6) Outdoor lighting shall consist of 3000K LED lights in the parking/access drive area and recessed lighting in the building overhang, in addition to one security light.
- 7) Outdoor lighting shall be on only when the facility is in use, with the exception of the security light.
- 8) There will be no overnight use such as camping or other overnight lodging.
- 9) Fireworks are not permitted with events.

KEY POINTS

- The property is located within the urban growth area (UGA) of the City of Lawrence.
- The proposed use meets the definition of an Agritourism use, but exceeds the occupancy limit, 200 guests, which would allow it to commence through registration with the County as an Agritourism use; therefore, a conditional use permit is required.

OTHER ACTION REQUIRED

- Approval of conditional use permit by the Board of County Commissioners.
- Applicant shall obtain a permit for the conditional use and a building permit for the new building from the Zoning and Codes Office prior to construction.

PUBLIC COMMENT

- Staff received a request for information from a nearby property owner and provided information on the use. No comments were provided prior to the printing of this report.

Project Summary:

The subject property contains approximately 80 acres and is currently used as a hayfield. The application proposes a 7,920 square foot event center near the pond on the north side of the property (Figure 1) and a 24-foot wide driveway providing access to E. 1500 Road. The applicant estimates the maximum occupancy of the structure at 375 persons and is proposing an approximately 40,000 square foot gravel parking area with 100 parking spaces and an approximately 23,000 square foot grassed overflow parking area. This recreation facility is planned to host weddings, receptions, conferences, and other similar uses. An area adjacent to the northeast of the building is planned for outdoor events/activities. In the future, this area will be developed as a patio.



Figure 1. Proposed layout.

The proposed use is an agritourism use; however, it must be processed with a conditional use permit rather than register as an agritourism use due to its size. A tier 2 agritourism use cannot have more than 100 parking spaces. Parking for a tier 1 or tier 2 agritourism use is required at the rate of 1 parking space per 2 attendees; therefore, the maximum number of attendees/occupants would be capped at 200. This application proposes an event center with 375 attendees/occupants, which, based on the parking requirements for an Event Center, require parking at the rate of 1 space per 5 attendees/occupants. The Zoning Regulations provide a streamlined registration/approval process for small and medium sized agritourism uses but requires conditional use permits for larger scaled agritourism activities.

The property contains environmentally sensitive lands (stream corridor and stands of mature trees) on the eastern portion of the site as well as high quality agricultural soils in the southwestern portion (Figure 2). The proposed location of the event center and access drive will not affect these features.

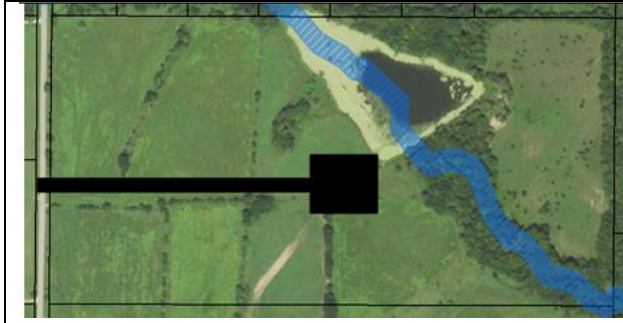


Figure 2a. Environmentally sensitive lands on the property: stream corridor, in blue, and stands of mature trees. General CUP area shown in black.

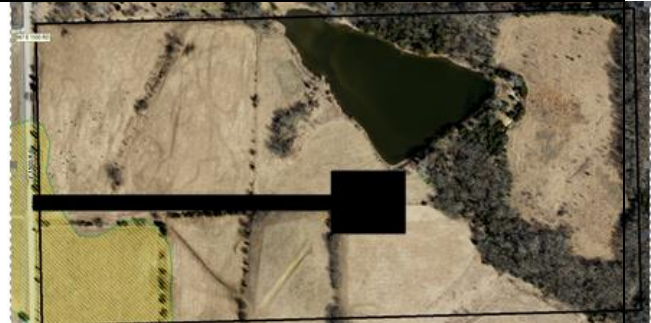


Figure 2b. High quality agricultural soils, hatched in yellow. General CUP area shown in black.

I. ZONING AND LAND USES OF SURROUNDING PROPERTIES

Current Zoning and Land use

A (Agricultural) District; *Agriculture* (hayfield), and wooded stream corridor.

Surrounding Zoning and Land Use

All directions: A (Agricultural) District with F-F (Floodway Fringe) Overlay District to the east and south; *Residential Detached Dwellings, Agriculture*, and stream corridor.

To the northeast: A-1 (Suburban Home Residential) District; platted subdivision with *Single Family Dwellings* (Figure 3)

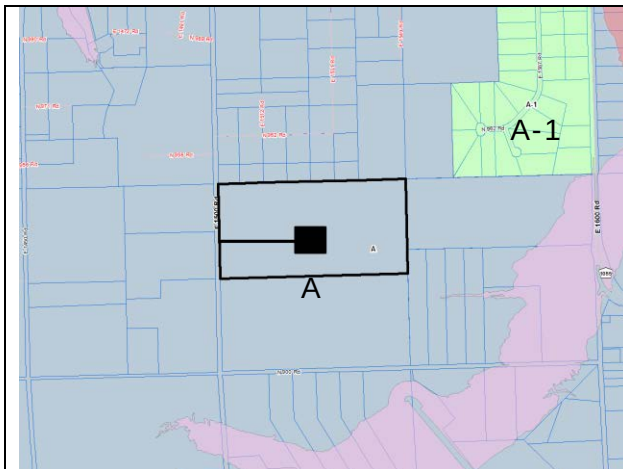


Figure 3a. Zoning in the area. (Subject property outlined, with general location of event center and access drive in black)

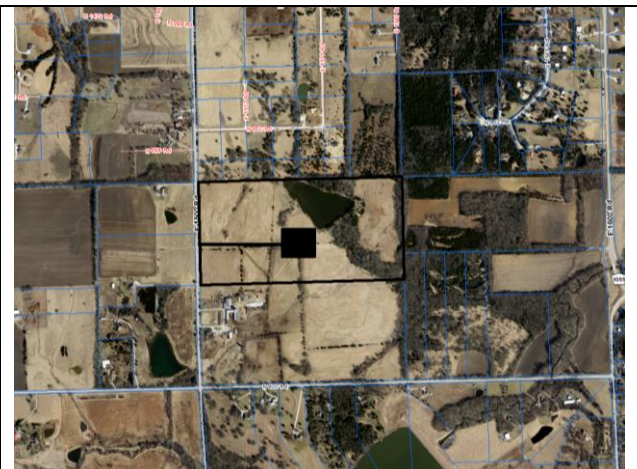


Figure 3b. Land use/development in the area.

Staff Finding – The area is primarily zoned for agricultural uses with a platted subdivision to the northeast zoned A-1 (Suburban Home Residential) District. Much of the area has been divided into small parcels or lots for residential development; however, some of these parcels have not yet been developed and are currently in agricultural use. Agriculture and rural

residential are the primary land uses in the area. The proposed use, with proper site design and conditions of use, should be compatible with the surrounding zoning and land uses.

II. CHARACTER OF THE AREA

For the purpose of this review the area is defined as that property south of N. 1000 Road (County Route 458), east of US Highway 59, west of E. 1750 Road (and E. 1750 Road extended), and north of N. 800 Road. The subject property is outside of, and adjacent to, the southern boundary of the Lawrence urban growth area. High quality soils are located throughout the area, with a portion being on the subject property (Figure 2). The area has been divided for residential development, as seen by the small parcel sizes. In many cases, where the properties were divided through the 5 and 10-acre exemptions, the residential parcels follow the roadway. Platted residential lots and parcels created through a certificate of survey are located more within the interior of the section. (Figure 4)

The area has access to the higher classification road network. N 1000 Road (County Route 458) and E. 1650 Road (County Route 1055) are principal arterial roads with N. 1000 Road having access to US Highway 59, a freeway, to the west. E. 1400 Road is a minor arterial and E. 1600 Road and E. 1500 Road (outside of the county routes) are classified as minor collectors. (Figure 5)

The applicant is proposing a building type that would be compatible with other agricultural buildings in the area (Figure 6). The applicant provided this graphic to illustrate the type of building design they are proposing; however, the actual design may vary from this concept somewhat.

Staff Finding – The area has been heavily divided for rural residential development. Rural residential and agriculture are the predominate land uses. Higher classification roadways are located in the area with N. 1000 Road providing



Figure 4. The area is characterized by small parcel/lot residential development, agricultural uses, and stream corridors with associated floodplain.



Figure 5. Higher classification roads in the area. Principal arterial roads--red. Minor arterial—orange, and minor collectors as yellow.



Figure 6. Concept of proposed building design

access to Highway 59 to the west. The proposed use, with proper site design and appropriately conditioned should be compatible with the character of the area.

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

Applicant's Response:

"Well suited for agriculture."

Staff Finding – The subject property is well suited to agricultural use and is currently being used as a hayfield. The property, with its access to the higher classification road system, is also suitable for the proposed event center. The event center would function as an agritourism use, allowing a commercial use on agricultural land to generate additional income.

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

Staff Finding – The property has never been developed and has been used for agriculture purposes since the adoption of the Zoning Regulations in 1966.

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

Applicant's response:

"It's not going to negatively affect them."

Conditional uses are those that may be desirable in the county, but may not be appropriate in all locations. Compatibility with nearby land uses is a principal factor with event centers. The traffic and activity associated with event centers can have an impact on nearby roads and land uses. In addition, the lighting associated with nighttime events can impact nearby properties. In some instances, conditions can be applied to the use to minimize the detrimental effect. Typical factors, which could result in negative impacts to nearby land uses, include late night operations, outdoor activities, lighting, and traffic. These factors are discussed below:

Operating hours: The applicant proposed operating hours of 8:00 AM to 10:00 PM from Sunday through Thursday and 8:00 AM to 12:00 midnight, Friday and Saturday. He also noted that outside amplified music would end at 9:00 PM and alcohol, when included in an event, would not be served past 10:00 PM Sunday through Thursday and at 10:30 PM on Friday and Saturday. These operating hours would allow late night (to midnight) events on weekend nights, but would require the events to close earlier during the week.

Outdoor activity area: An area on the northeast side of the building is designated on the plan as the outdoor activity area. This area will be paved and developed as a patio in the future. The nearest residences to this outdoor area would be the new residences built on the residential development parcels to the north. The southern boundary of the residential development parcels are approximately 1,000 feet from the outdoor activity area.

Outdoor lighting: The applicant indicated that the event center lighting would only be on when the facility is in use; however, there may be a standard Westar security light that will be on every night. 3000K LED lights with full cut-off fixtures will be used in the parking area. The 3000K lights have been found to be more mellow and acceptable than

the 4000K lighting that is typically used in parking lot lights. Recessed lights will be installed in the building overhang to light the building. The lighting, as proposed, should not negatively impact the nearby land uses.

Additional traffic: E. 1500 Road is classified in the Douglas County Access Management Standards Map as a minor collector road. The event center access point will be located on E. 1500 Road a little over one-half mile from the intersection with N. 1000 Road, a principal arterial. The County Engineer did not note any concerns with the additional traffic on E. 1500 Road.

In addition, there will be no overnight use, camping, or other overnight lodging, and fireworks will not be permitted with events. These provisions will be made conditions of approval of the conditional use permit to minimize any negative impact on nearby land uses.

As noted earlier, the area is developed with rural residences. Figure 7 illustrates the number of houses within approximately one-half mile of the subject property, with the exception of houses that were built since the aerial was taken in 2018. The colored area to the north of the subject property was divided with a certificate of survey in 2016. The green highlighted areas are 'future development areas', in which development is not permitted until the property is annexed into a city. The blue highlighted areas are eligible for building permits and some may have been developed with residences at this time. With the proposed restrictions and conditions of use, the event center should not have a negative impact on the nearby residences, or the applicant's residence marked in yellow.

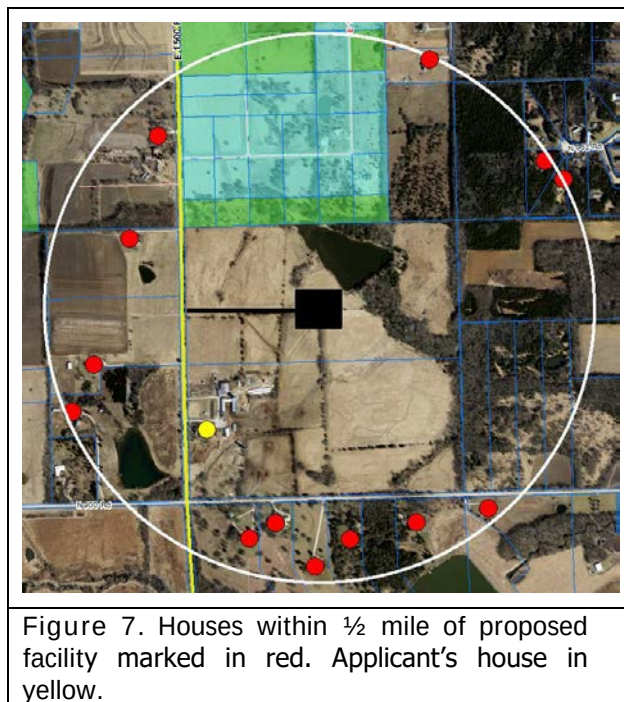


Figure 7. Houses within ½ mile of proposed facility marked in red. Applicant's house in yellow.

Staff Finding – Conditions and restrictions of use applied with this conditional use permit as well as the overall design of the building and the type of lighting proposed should minimize negative impacts from the event center on nearby properties and land uses.

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

Evaluation of these criteria includes weighing the benefits the denial of the rezoning request would provide for the public versus the hardship the denial would impose on the owner of the subject property. Benefits are measured based on the anticipated impacts of the rezoning request on the public health, safety, and welfare.

Approval of the conditional use permit application would allow an agritourism use, an event center, to be developed on the property while maintaining the agricultural use. As conditioned, the use should be compatible with the surrounding land uses.

Denial of the application would prohibit the development of the event center. The property owner has other development options for the property, but would not be able to pursue this project. The denial would benefit the public health, safety, and welfare only if negative impacts were identified with the project. As the conditions applied to the conditional use permit and the design of the facility should minimize negative impacts, there would be no benefit to the public health, safety, and welfare from the denial of the project.

Staff Finding – Approval of the application would allow the development of an agritourism use on the subject property while maintaining the agricultural use. Denial of the application would not benefit the health, safety, or welfare of the public as the conditions applied to the conditional use permit and the site design should minimize any negative impacts.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

The comprehensive plan recommends the protection of stream corridors in Policy 1.2 (Page 16-5). The proposed development does not infringe on the stream corridor, which crosses the eastern portion of the property (Figure 2).

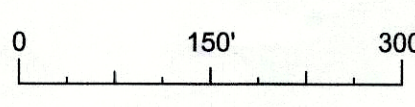
The plan also recommends the protection of high quality agricultural soils (Chapter 16, Policy 2.7; page 16-15). High quality agricultural soils are present on the southwestern portion of this property, which is not included in the conditional use permit area. (Figure 2) The comprehensive plan recommends that agri- and eco-tourism be encouraged and policies be developed as a tool toward protecting high quality agricultural land for future agricultural use. Placing a portion of this property in an agritourism use, will reduce the ability to divide the property further for residential uses and will help maintain the agricultural use on the remainder of the parcel.

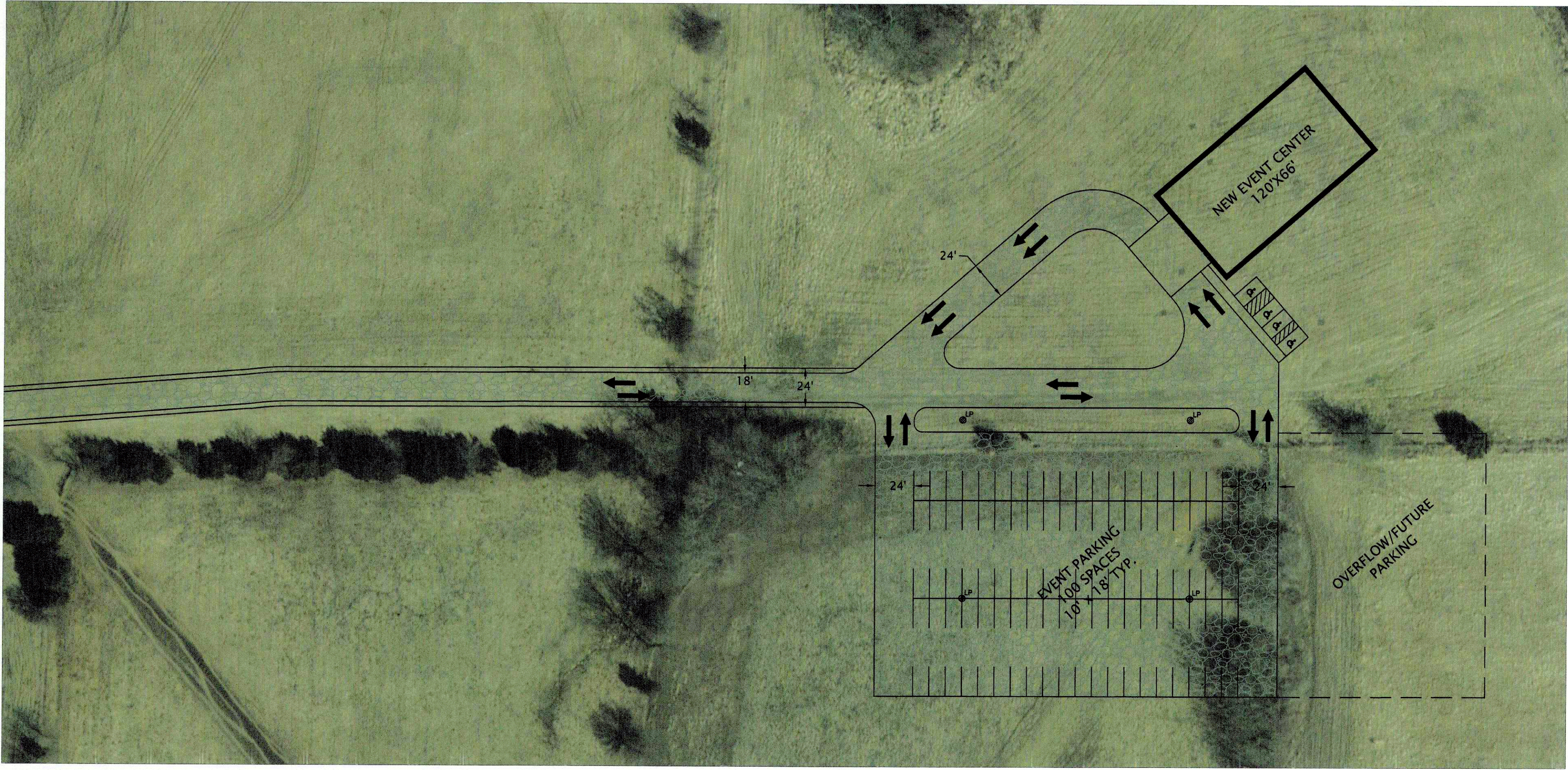
Staff Finding –The conditional use permit is in conformance with the recommendations in the comprehensive plan regarding the protection of high quality agricultural lands.

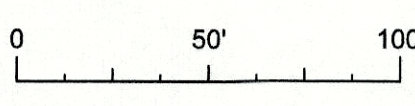
VIII. PROFESSIONAL STAFF RECOMENDATION

Staff recommends approval of the proposed conditional use, an event center/*Recreation Facility* and forwarding it to the Board of County Commissioners with a recommendation for approval based on the findings listed in this report and subject to the conditions noted in the staff report.



 SCALE : 1" = 150'  OVERALL LAYOUT



 SCALE : 1" = 50'  ENLARGED PLAN

LEGAL DESCRIPTION -

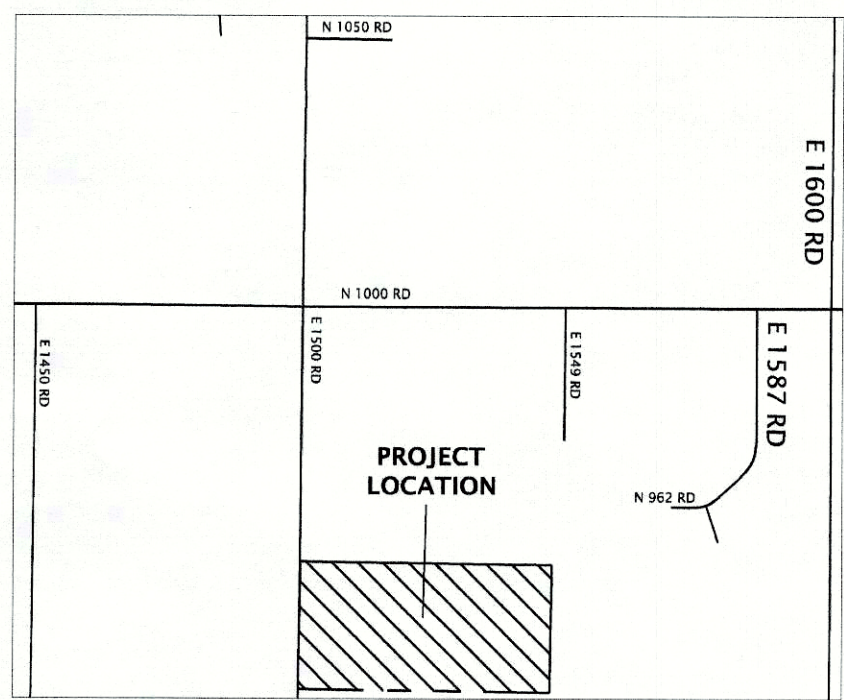
THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS.

HUNTERS CROSSING EVENT CENTER

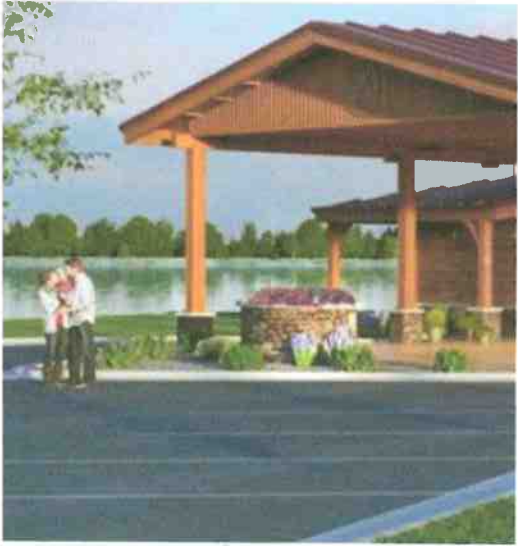
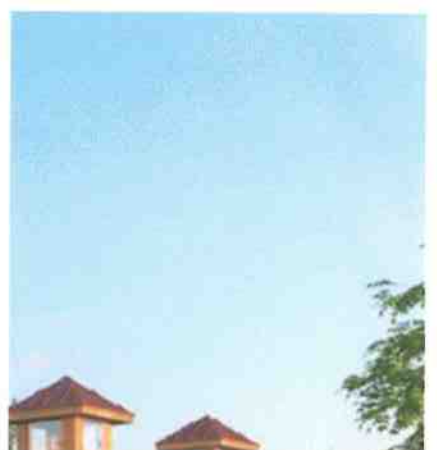
GENERAL NOTES

1. Property Area: 80 acres
2. Legal Description: The North Half of the Southwest Quarter of Section 32, Township 13 South, Range 20 East of the 6th P.M., in Douglas County, Kansas.
3. Area within the CUP limits: 4 acres
4. Zoning: A (Agriculture)
5. No floodplain is present on the property
6. Existing Use: Agriculture
7. Proposed Use: Agriculture and Event Center (Recreation Facility)
8. Parking:
 - Required parking: 1 parking space per 5 seats or 5 occupants
 - 375 occupants = 75 required parking spaces
 - Provided parking: 100 spaces
 - ADA parking required: parking area with 76 to 100 spaces requires 4 ADA spaces
 - ADA parking provided: 4 spaces
9. Exterior lighting:
 - 4 pole lights in parking area with 3,000 K LED lights, full cut-off fixtures
 - Recessed cam lighting in building under overhang
 - 1 pole mounted security light
10. Building height will not exceed 35 feet.
11. Public water will be provided by Rural Water District No. 4

LOCATION MAP



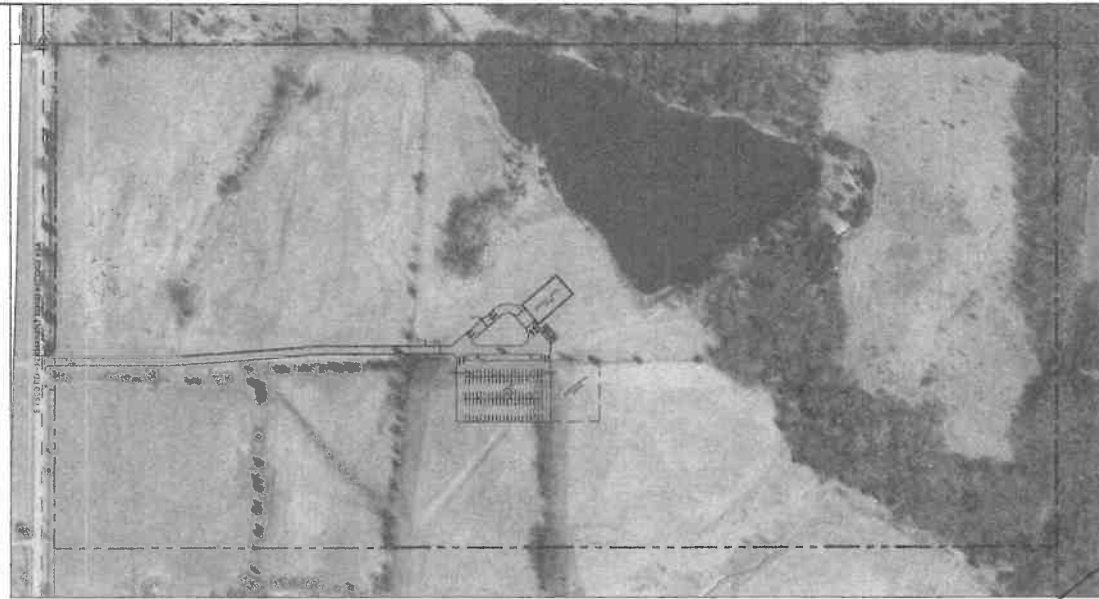
HC HUNTER'S CROSSING
EVENT CENTER



Front

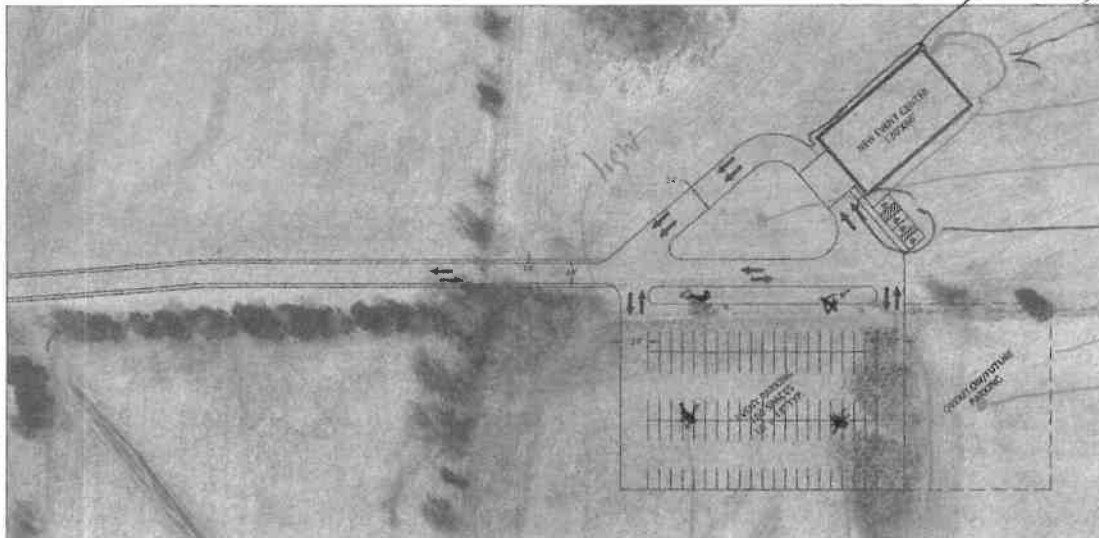


LEGAL DESCRIPTION -
 THE NORTH HALF (047) OF THE SOUTHWEST QUARTER (094) OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE
 SIXTH PRINCIPAL MERIDIAN, DEUEL COUNTY, KANSAS



SCALE : 1" = 150'

OVERALL LAYOUT



SCALE : 1" = 50'

ENLARGED PLAN



HC HUNTER'S CROSSING
 EVENT CENTER

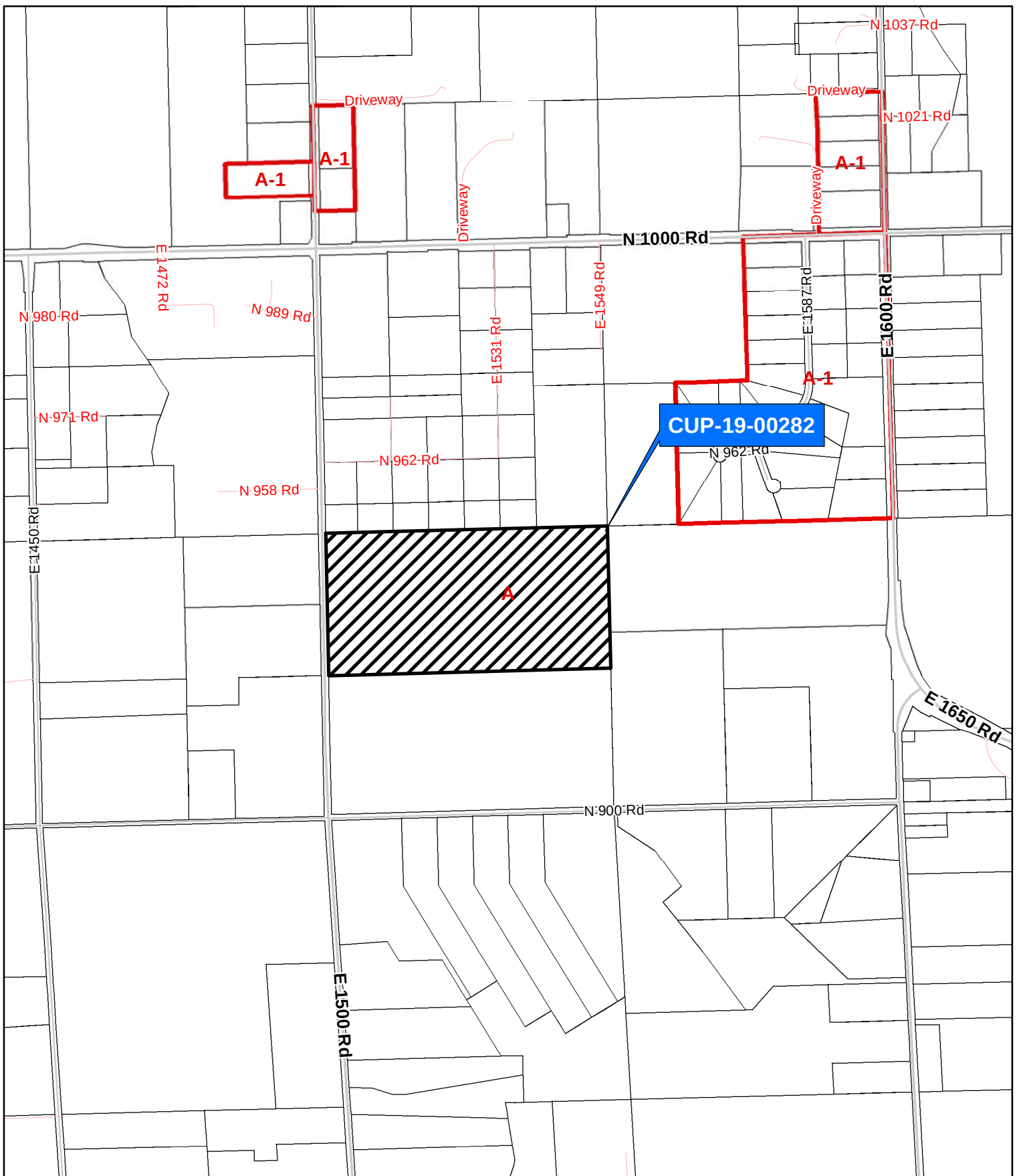


- grass for now -



*future patio area





CUP-19-00282: Consider a Conditional Use Permit for the Hunter's Crossing Event Center, located on approximately 80 acres northeast of the intersection of E. 1500 and N. 900 Roads.





City of Lawrence
Douglas County
PLANNING & DEVELOPMENT SERVICES



City of Lawrence

MINUTES

Planning Commission Meeting
Wednesday, July 24, 2019 @ 6:30 PM
City Commission Room

PRESENT: Planning Commissioner Struckhoff, Planning Commissioner Carpenter, Planning Commissioner Weaver, Planning Commissioner Butler, Planning Commissioner Willey, Planning Commissioner Sinclair, Planning Commissioner Sands, and Planning Commissioner Ashworth

STAFF PRESENT: Planner II Pepper, Administrative Support Ewert, Planning Manager Crick, Planner I Mortensen, Planner II Day, Director McCullough, and Deputy City Attorney Larkin

REGULAR AGENDA JULY 24, 2019 MEETING

PUBLIC & NON-PUBLIC HEARING ITEMS

5. CUP-19-00282: Consider a conditional use permit for Hunters Crossing Event Center, a Recreation Facility, located on approximately 80 acres northeast of the intersection of E. 1500 and N. 900 Roads. Submitted by Eugene George (Walter E. George), property owner of record. [VIDEO](#)

ACTION: Approve the conditional use permit for a *Recreation Facility* and forward to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report and subject to the following conditions:

1. ~~The applicant shall provide an executed annexation agreement, including consent to annexation, to the Planning Office prior to the release of the conditional use site plan to the Zoning and Codes Office for processing of building permits.~~
2. The following conditions and restrictions of use apply to this event center, and shall be noted on the plan:
 - a. Occupancy may not exceed 375 attendees/occupants.
 - b. Hours of operation shall be limited to:
Sunday through Thursday: 8:00 AM to 10:00 PM
Friday and Saturday: 8:00 AM to 12:00 Midnight
3. Alcohol, when included with an event, shall be provided by caterers and serving shall cease at 10:00 PM, Sunday through Thursday, and at 10:30 PM, Friday and Saturday.

4. Outdoor amplified music, when included with an event, shall not exceed more than 2 hours per day and cease at 9:00 PM.
5. The conditional use is limited to the building and the outdoor area to the northeast of the building.
6. Outdoor lighting shall consist of 3000K LED lights in the parking/access drive area and recessed lighting in the building overhang, in addition to one security light.
7. Outdoor lighting shall be on only when the facility is in use, with the exception of the security light.
8. There will be no overnight use such as camping or other overnight lodging.
9. Fireworks are not permitted with events.
10. Prohibit outdoor music festivals.
11. Move the access drive south of the tree line.

Motion: Planning Commissioner Butler

Second: Planning Commissioner Struckhoff

RESULT: **Motion carried unanimously 8-0**

Ayes: Planning Commissioner Struckhoff, Planning Commissioner Carpenter, Planning Commissioner Weaver, Planning Commissioner Butler, Planning Commissioner Willey, Planning Commissioner Sinclair, Planning Commissioner Sands, and Planning Commissioner Ashworth

Absent: Planning Commissioner Paden and Planning Commissioner Carttar

----- Forwarded Message -----

From: markbest@mail.com <markbest@mail.com>
To: "bcle06@sbcglobal.net" <bcle06@sbcglobal.net>

Sent: Sunday, July 21, 2019, 10:10:48 PM CDT

Subject: Support for Proposed Hunter's Crossing Event Center

To Whom It May Concern:

My wife and I own Lot 7 in the Hunter's Crossing rural subdivision. We plan to build on our lot in 2-3 years. After reviewing some information concerning the proposed Hunter's Crossing Event Center and talking to a few other people who own land in the subdivision as well as Eugene George himself, we have no issues with the proposal.

The proposed four-acre Event Center is exactly the type of venue at which my wife and I enjoy attending events. Eugene's proposal seems reasonable (size, parking, rules, etc.). We also feel as if Eugene will be motivated to keep the other 76 acres of land in it's beautiful, natural state because that is what will attract people to book events at this country venue.

Sincerely,

Mark and April Best

Lot 7, Hunter's Crossing

July 23, 2019

Jackie Hout
1011 E 1500 Rd
Lawrence, KS 66046

Re: The Proposed Event Center on E 1500 Rd.

As a real estate agent, contiguous land owner & nearby resident it is my pleasure to write this letter in support of the proposed event center. It is my understanding that other neighboring property owners have expressed some concerns. (1) Impact on property value(s); My professional opinion is that the event center will have no bearing or negative impact on my property value(s). (2) Concern of noise; The proposed event center is near the First Church of the Nazarene & the Veritas football field of which also hold regular events. These events from the comfort of my home can seldom be heard therefore the concern of noise at the event center is not a concerning factor of mine. I fully support the proposed event center!

Sincerely,

DocuSigned by:

DF0DD0DD23DF4E5...

Jackie Hout

Tony & Becki Ewert

958 E. 1100 Rd.
Lawrence, Ks 66047
785.550.7684
785.393.5464
beckiewert@gmail.com
tony.ewert@gmail.com

July 19, 2019

TO: Lawrence-Douglas County Metropolitan Planning Commissioners

FROM: Tony Ewert and Becki Ewert

RE: CUP-19-00282

Dear Commissioners:

In April of 2019 we purchased RDP 5 and FDA 5 in Hunters Crossing, the housing development that is contiguous to the parcel of property that is being considered for the Hunter's Crossing Event Center.

For the past 27+ years we have lived in rural Douglas County south of Lawrence on approximately 80 acres. We purchased the Hunters Crossing 5 acre lot in anticipation of building our home for our retirement years on that site. We willingly signed the restrictions and covenants that controlled the Hunters Crossing Development as this protects all homeowners in the development and preserves the integrity of the living environment for all. We would not have made this purchase had we known that an Event Center of the size and scope that is being proposed was being planned. The lot that we purchased borders on the Event Center property line and from our lot, we believe we will bear a significant portion of the light and sound intrusion of an active Event Center. This would include the coming and going of vehicles, the necessary exterior lighting that would be required for a commercial enterprise such as this, as well as the natural noises that will emanate from indoor and outdoor activities that would likely occur there. We certainly are not opposed to business concepts such as the Event Center being proposed, but do not think it appropriate to be built close to a peaceful, rural, housing development. Additionally, we question the wisdom of servicing an Event Center of this size and scope with a septic and lateral field system. A failure in the treatment of the sewage would not be a pleasant occurrence for people living nearby.

For these reasons, we are opposed to the approval of the CUP in question. Thank you for your consideration!



From: Craig Campbell <campclk@yahoo.com>
Sent: Monday, July 22, 2019 9:49 AM
To: Mary Miller <mmiller@lawrenceks.org>
Subject: Re: Hunter's Crossing Event Center

Mary,

Thank you for allowing public feedback on the creation of an event center at Hunter's Crossing. My wife and I will soon be among the new residents of this neighborhood. We purchased lot #4 last year, and our new home is currently being built there.

My wife and I met with Eugene & Laura George yesterday to discuss their new venture. We could support this event center with 3 conditions. My brief video testimonial can be viewed at this link:

<https://vimeo.com/videosoup/campbell>

Please reply to confirm you received this testimony by the 10am deadline. Thank you!

Sincerely,

Craig J. Campbell
1523 N. 962 Road, Lawrence
913-709-9716

-----Original Message-----

From: Jon McCleary <bulljon@me.com>

Sent: Monday, July 22, 2019 8:31 AM

To: Mary Miller <mmiller@lawrenceks.org>; PlanningEmail <PlanningEmail@lawrenceks.org>

Subject: Fwd: CUP-19-00282 Hunters Crossing Event Center

ATTN: Mary Miller

>

> TO: City of Lawrence / Douglas County Planning Commission

>

> Good Morning,

>

> I am writing this letter in response to the notice dated June 27th, 2019 referencing the Hunters Crossing Event Center CUP.

>

> We are owners of 40 acres of property immediately east of the proposed site. After reviewing the details of the CUP request we feel in support of the request for the following reasons.

>

> 1) The proposed use of the property for an event venue seems reasonable given the proximity to Lawrence and the obvious need for this type of facility in the Lawrence area.

>

> 2) We feel that given the financial hardships that rural farming communities have had to endure and the subsequent challenges of making a living, any reasonable use of their own property should be looked upon favorably as a supplemental income source.

>

> 3) We are familiar with a similar family owned venue in Carbondale, KS and can verify that the facility has been successfully managed in a similar rural setting. We would expect that Hunters Crossing Event Center would operate in a similar fashion and blend well with the surrounding community and environment.

>

> We have no issue with the request and hope to see it granted to the owner of the property in question.

>

> Jon & Sonya McCleary

> 785 338-0500

Hunter's Crossing- " Event Center"

From: erin callahan-halpin (erin.callahanhalpin@gmail.com)

To: patrickhalpin@ymail.com

Date: Wednesday, July 24, 2019, 04:01 PM CDT

To: Lawrence Ks City and Douglas County Planning and Zoning, and Douglas County County Commissioners.

Per: Proposed - Hunter's Crossing, " Event Center."

There are many errors, fallacies, inconsistencies, contradictions, denials, and missing quotients; within the Planning Commission report we received on July 22, 2019, which is dated July 24, 2019.

The end date for written response submit to the Planning Commission was July 22'nd, with a meeting for discussion this evening, July 24 th, for public voice, inclusion and protection.

The report concluded and has written a biased, preferential decision, even prior to the written and hearing deadlines, without consideration for the public; nor with regard toward existing County Building and ZONING regulation and codes; nor the Ks statutes for Ks Agri- Tourism. The Hunter's Crossing, " Event Center" is not a proposal for an Agri- Tourism Conditional use Permit. It is a proposal for a complete REZONING TO -AND FOR--- FULL TIME COMMERCIAL BUSINESS USE. FULLTIME - DAY, EVENING AND NIGHT OPERATION- available and possible every day of the year!

"Douglascoks.org....

- WHAT IS AGRITOURISM.

These regulations are intended to foster and promote Agritourism in Dg. Co. in keeping with the state of Ks policy of encouraging agritourism- while ensuring the public health, safety and welfare is PROtected.

- This proposal is not within protecting the public, health and safety, and will adversely disrupt and destroy the locale physical and living environment, their quality of life, our rural life, our financial property values, marketability and investment. And it will simply turn the area into suburbannliving prior to the complete development of the UGC, Which is not why the current landowners invest and live here, nor why current , quite recent or prospective buyers want.

- " A conditional use permit?"

- " Conditional use permits allow certain uses in a permitted zoning district::: "WITHOUTCHANGING THE ZONING."

- " Agritourism.pdf-

- This proposal defies and extremely exceeds all criteria for both tier 1 and tier 2 Agri- tourism conditional use. And is actually a sneaky way of ending up with REZONING.

-vastly exceeds building side, parking limitations, by double with additional vast amount of grass parking.

- vastly exceeds hours of operation.

-vastly exceeds motorized limitations

- vastly exceeds noise limitations

-vastly exceeds activity limitations

- will allow others than the Agri owner to operate within.

-will allow sale of ancillary products that are not agriculturally grown.

A. Zoning and Land Uses.

1. The proposed property is zoned as agricultural. Allowing the proposal would completely change the zoning, and jump from complete agricultural, past rural residential, and into large scale commercial, with strong potential for warping into industrial.

2. Most of the area remains full agricultural with a small percentage of "rural residential/ agriculture acreages"- " mini farms" "ranchettes," located predominantly within the UGA limits. Even land within the UGA- is still predominantly complete agriculture, with the remaining being rural residential/ ag use properties.

- " Staff Finding"- " Much of the area has been divided into small parcels or "lots" for residential development... This is statistically false. Only acreages are allowed. No" lots- which is misleading with coercive intent.
- the report then continues on to state- " Agriculture and rural residential are the primary land uses."
- ...conditions of use should be compatible with the, (existing) SURROUNDING ZONING AND LAND USES.
- The proposal aborts, exceeds and denies all surrounding zoning, land use and Agritourism law and regulations. Again it is not a conditional use proposal, It is a complete REZONING Proposal.

3. "HCEC" is located outside of the Urban Growth Area, AND even beyond lands restricted from further development : UNTIL INCORPORATED- within the city limits of Lawrence Ks.

- the report is in error- stating first the property is within the UGA, under " Key Points, page 1." Then at least once, on page 4, "II- Character of Area", clearly states: "The subject property is outside of and adjacent to, the southern boundary of the Lawrence urban growth area."

B.C. Suitability Character Of the Area.

1. "High Quality Soils a e located throughout the area, with a portion being on the subject property.
- Please provide and attach maps identifying these ares, to identify if any are included within the 80 acres.
2. " The applicant is proposing a building type that would be compatible with other agricultural buildings in the area."
- " Figure 6. Concept of proposed building design" Far exceeds agriculture farm design in character, design and use scale. It is of a commercial or industrial use building. And could easily be conformed into such.
3. " Staff finding"- " The area has been, " heavily divided for rural residential development"
This is a false statement, unquantified with statistical support.
- Then- "Rural residential and agriculture are the predominant land uses."
Which is predominant statistically -Agriculture or Rural residential. Stating inaccurately is again misleading, non supported, preferential and biased. And differentiate from Rural residential and no purely residential(city).

4 Road Network:

- The excessive scope of the proposal will exceed normal traffic count, impede and pollute the rural area with congestion, fumigation, noise and lights at all times day and night. And have significant detrimental impact to the safety, health and rural environment and lifestyle;!converting it into city lifestyle. And it completely ignores and strips landowners of major aspects and reasons they have invested and chosen to live Outside city.

C. "Suitability of Subject Property For The USEs To Which it has been Restricted."

1. "Applicant-Well suited for agriculture."
- Agree. However, it defies agricultural use. It defies Agritourism defies current zoning and is not suited for REZONING,
The proposal is being presented falsely, trying to be masked as Ag conditional use, Ag- Tourism. It exceeds all qualifications, and is actually a proposal to REZONING as commercial use.
2. " Staff finding"- The subject property is well suited to agricultural use.... Is also suitable for the proposed event center."
"Event Center," is diminishing and misleading. This is a commercial building, with commercial operations seven days a week, day and night. It is not an Ag- tourism plan. Does not qualify and tremendously exceeds any qualification for an Ag- tourism.
3. Land use - The land is zoned Ag. It is county, outside city and outside Urban Growth area.
- Proposal is absolutely inappropriate, defies laws and regulation, Is unqualifiable, severely detrimental for the physical, ecological, social, agricultural and rural environment and cultureand current established area.
- Defies law, and attempts to make special exemptions/ changes for one, at the expense of all others who have abided. Does not meet and drastically exceeds the criteria/ law/ etc for Ag use or Ag tourism use.

"V. Extent To Which Removal of Restrictions Will Detrimentially Affect Nearby Property."

- Extreme financial impact on surrounding landowners, whom -once again have abided.
- it will drastically impact out financial land investment due to the all the impacts mentioned, and reduce our property worth and ability to market and sell.
- it will destroy the area as rural, and private and consume the area with congestion, noise, traffic, light pollution day and night. It will be like living in town with a large bar next door.
- changing the zoning, as it states is actually what the proposal is vs. a conditional use permit, makes exception,sets a precedent, opens he door for preferential pocket exceptions throughout the county.

- all county residents should be notified, not just within the very small surrounding properties, because this will impact the whole county.

Applicant: " It is not going to negatively affect them."

1. Then propose building it next to your house.... Not that we want it there, either.

2. Commercial encroachment.

1. Proposed owner has a lot of land and other development options as stated, yet is stacking everything on our west and south perimeter; and this commercial enterprise will strip us, the new owners in Hunter's Crossing, Cedar Wood Hills, land owners for a mile to the south and west and all in between of every reason and purpose we had for investing and living here.

2. The Urban growth area is supposed to be developed first, and the area outside protected until UGA is saturated.

"" Staff finding. " Conditions and restrictions of use applied with this conditional use permit as well as the overall design of the building and the type of lighting proposed should minimize negative impacts... On nearby properties and land uses."

- Next paragraph final actually and correctly states- " REZONING REQUEST.""

- Impact of lighting--- will be so bright it will be like living in town, near a large business, and completely rob us of a rural environment, day and night. Same with noise pollution from events and vehicles coming and going all hours. Will destroy our property values, investments and marketability.

" IV- Relative gain to the public health, safety and welfare... Of the petitioner As compared to the ~~has~~ ^{has} imposed upon the individual landowners."

1. Proposed has already stated he has other development options. This option does not correlate with the area, and again not with Zoning, Ag, Ag tourism, and will be extremely detrimental to landowners and county residents.

- owner has made negative statements in past about county development, especially in close app proximity to his property. Now proposed wants to eradicate zoning and bump it up to commercial.

2. " The denial would benefit from he public health, safety and welfare only if negative impacts were identified....

- what has PD done to research impacts. Nothing.

So far they are simply rolling over and misrepresenting and proposing REZONING all of a sudden for what they have adamantly denied in the past! This proposal is one sided for the owner, and devoid any due process, investigation, statistic analysis or study, and is turning a blind eye to the county and landowners.. The impacts are also blatantly obvious.

- it is blatantly obvious that this is being misrepresented as Agri- tourism , and is nothing but REZONING to full commercial. . And it will have a comprehensively terrible impact on the surrounding landowners, the immediate future of the area and the county as a whole.



DOUGLAS COUNTY ZONING & CODES

3755 E 25th Street
Lawrence, KS 66047
(785) 331-1343
tvoigt@douglascountyks.org

Sarah Plinsky
Interim County Administrator

MEMORANDUM

TO : Board of County Commissioners

FROM: Tonya Voigt, Zoning Director

DATE : August 21, 2019

RE : Moratorium on Rural Certificate of Survey's Outside the UGA

As directed at the August 14, 2019 commission meeting the Resolution Providing for Temporary Moratorium on Certificate of Surveys is attached for your consideration.

This resolution places a temporary moratorium (6 months) on the receiving and/or processing of any application for a Certificate of Survey or any activity associated with establishment of a new "Certificate of Survey" within Douglas County, by any and by all officials of Douglas County, unless the application of such moratorium violates applicable law.

Additional background on this issue was provided in the agenda packet for the board of county commission meeting on August 14, 2019.

For further questions, please contact the zoning and codes office.

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR A TEMPORARY MORATORIUM ON THE SUBMISSION AND CONSIDERATION OF CERTIFICATE OF SURVEYS RELATED TO RESIDENTIAL DEVELOPMENT PARCELS IN CHAPTER 11, SECTION 107 IN ALL ZONING DISTRICTS AS DESIGNATED BY THE SUBDIVISION REGULATIONS AND THE DOUGLAS COUNTY COMPREHENSIVE PLAN.

WHEREAS, in accordance with K.S.A. 13-741 et seq, the County has police power and statutory authority to regulate the conduct of rural development within the County through Zoning and Subdivision Regulations; and,

WHEREAS, the County has adopted Zoning and Subdivision Regulations which, in some instances, requires approval of certificates of survey in order to legally create residential lots; and,

WHEREAS, the County will review and adopt amendments to existing the County Regulations as issues arise and conditions change; and,

WHEREAS, recent events within the region have resulted in the recognition the Douglas County Zoning and Subdivision Regulations need additional clarification concerning the process for certificates of survey, including the creation of zoning districts with potential standards definitions pertaining thereto; and, defining the appeal process for certificates of survey; and,

WHEREAS, the Board of County Commissioners desires to provide adequate time to properly evaluate all matters related to the subject of managing the establishments of certificates of survey within Douglas County by providing for the suspension of applications for such proposed uses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, THAT:

Section 1. There is hereby declared a temporary moratorium, commencing on the date of this Resolution and continuing through February 21, 2020 or the repeal of this resolution if earlier or such later date to which the Board may subsequently extend this Resolution, on the receiving and/or processing of any application for a Certificate of Survey or any activity associated with establishment of a new "Certificate of Survey" within Douglas County, by any and by all officials of Douglas County,. For the purposes of this Resolution, "Certificate of Survey" shall mean: "any lot creating an accurate record of the description and location of Residential Development Parcel divisions".

Section 2. During the term of this moratorium, the Douglas County Zoning & Codes Office, the Lawrence Douglas County Planning Office, and the Lawrence Douglas County Planning Commission are requested to undertake a review of the Zoning Regulations, receive public input, hold public hearings, and make recommendations to the Board for permanent changes to the Zoning Regulations concerning the management of creation of certificates of survey within Douglas County. To that end, all staff of Douglas County associated therewith

shall assist in the review of any and all proposed rules and regulations to meet the intended purposes as set out herein.

Section 3. This resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and publication once in the official County newspaper.

PASSED AND APPROVED by the Board of County Commissioners of Douglas County, Kansas, this _____ day of August, 2019

Board of County Commissioners:

Michelle Derusseau, Chairman

Nancy Thellman, Member

Patrick Kelly, Member

ATTEST:

By: _____
Jamie Shew- County Clerk

MARSHALL A. MCGINNIS

August 20, 2019

Douglas County Board of County Commissioners
1100 Massachusetts Street
Lawrence, KS 66044

VIA EMAIL

Re: August 21, 2019 Agenda Item: Consider approval of a moratorium on rural Certificate of Surveys outside the Urban Growth Area

Dear Commissioners,

I am a resident of Douglas County for eleven years and members of my family have lived here for over thirty years. I recently became aware of the proposed moratorium on Saturday, after the initial presentation and discussion that occurred on August 14th. I have a strong opinion about the proposed moratorium and wanted to share it with you in advance of the meeting on August 21st.

Opposition to Moratorium

While I am generally opposed to moratoriums other than in exigent circumstances, I recognize that the Commission likely has the legal authority to impose such a moratorium when done within certain legal parameters. My opposition to the moratorium as proposed is due to the short time frame in which it will be implemented, rather than the expected process of making a text amendment to the Subdivision Regulations of Lawrence and Douglas County. While citizens of Douglas County have an opportunity to comment on the proposed moratorium, you saw that only one side was presented on August 14 and it was not due to lack of interest, but lack of awareness. Now that this issue was covered in the *Lawrence Journal-World*, I suspect you will have more people in attendance on August 21 to provide input on the proposed moratorium. The process that exists for making text amendments to the Subdivision Regulations provides multiple opportunities to be heard and an opportunity for those impacted by the change to become aware of it; and more importantly citizens have an expectation and reliance on the existing process. Implementing a moratorium over the course of approximately two weeks circumvents this existing process to the detriment of the citizens. I was surprised to hear no discussion on August 14th of the economic implications of a six month moratorium, or the adverse impact on individuals who have invested substantial resources in planning how to use their land, only to have their plans put on hold within a very short period of time.

After reviewing the moratorium agenda item from the August 14, 2019 meeting and listening to the audio recording of the same, it is apparent that the Commission has concerns about (i) neighbors receiving notice of Certificate of Survey divisions of land prior to the division and (ii)

the larger issue of the spike in development in rural Douglas County. It seems there is a more equitable way to address these concerns.

In order to alleviate concerns about notice and appeal while a text amendment is being made, the Zoning and Codes Department should provide notice to surrounding land owners as is currently its practice related to site plans for commercial development and the Commission can exercise its authority to determine the outcome of appeals.

I too was surprised by the large spike in applications for Certificate of Survey outside the UGA in 2018. But, I think it is worth noting that year-to-date 2019, as of the date of this letter, only 13 Rural Certificates of Survey applications have been filed according to the planning office submittal information found at: lawrenceks.org/pds/submittals/. If this rate holds through the remainder of 2019, the total for the year will be 20-21, in line with prior years. Seeing that the application rate has normalized, I believe that a moratorium is not necessary, and the Commission should utilize Director Voigt's second suggestion of amending the Subdivision Regulations to clarify the appeal process and create a notice requirement.

Lastly, I note that the Subdivision Regulations currently have a provision (11-107(f)(3)) that requires the proposed Residential Development Parcels and all other aspects of the proposed Certificate of Survey conform with the current Comprehensive Plan of Lawrence and Douglas County or, where applicable, the Comprehensive Plan of another city in Douglas County. It seems the authority exists to deny an application for a division of land by Certificate of Survey if the division does not conform to the current Horizon 2020 plan or Plan 2040, once it is adopted.

The Proposed Moratorium on Certificates of Survey Should Exempt Cluster Developments (11-104)

The current version of the resolution included in the online agenda for August 21, 2019 broadly prohibits receiving or processing applications for Certificate of Survey under 11-107 of the Subdivision Regulations. Both Section 11-104 (Cluster Developments) and 11-106 (Property Divisions in the Rural Area (Outside the UGAs)) require review through the Certificate of Survey process found in Section 11-107.

If the moratorium is to be adopted, Cluster Developments in the Urban Growth Areas should be exempted because there is an existing notification requirement. Section 11-104(e) of the Subdivision Regulations relating to Cluster Developments requires written notice of the proposed division for rural residential purposes to be mailed to the owner of record of all property within ¼ mile of the subject property. Further, robust land use requirements are utilized in Cluster Developments such that:

August 20, 2019

- only 60% of the area in a Cluster Development can be immediately developed, with the remainder reserved until annexation into the city;
- Environmentally Sensitive Lands (such as floodplains, jurisdictional wetlands, stream corridors, stands of mature trees, and archaeological and historical sites) are protected by mandatory temporary set aside agreements or conservation easements; and
- the Cluster Development is in conformance with the current Comprehensive Plan of Lawrence and Douglas County or, where applicable, the Comprehensive Plan of another city in Douglas County.

The Urban Growth Areas are the spaces in unincorporated Douglas County where development is expected to first occur. Putting a moratorium in place for an activity that is working as intended does not make sense, nor do I think was the intention of the Commission in discussing a moratorium.

Conclusion

In closing, I think there are alternatives to imposing a moratorium that will provide the same or similar outcome, without truncating the existing process that the citizens of Douglas County have come to rely on. If it is in your judgment that a moratorium is necessary, I ask you to modify the proposed resolution to exempt Cluster Developments so that the current process that is working can continue and there will be less disruption to the people who live in our county. I look forward to attending the meeting on Wednesday and seeing the outcome. Thank you for your service to Douglas County, I recognize that your job is not an easy one.

Sincerely,

A handwritten signature in black ink, appearing to read "Marshall McGinnis", written in a cursive style.

Marshall McGinnis

From: wilbur45@sunflower.com
To: [County Commissioner - Kelly, Patrick](#); [County Commissioner - Derusseau, Michelle](#); [County Commissioner - Thellman, Nancy](#); [AD - Crabtree, Robin](#)
Cc: [ADS - Plinsky, Sarah](#); mclark@ljworld.com
Subject: County Administrator hiring process
Date: Monday, August 19, 2019 7:52:10 PM

This message came from outside of the douglascountyks.org domain - please follow best security practices and use extreme caution before opening attachments or links.

Dear Commissioners - I had started to put together my thoughts on the county administrator hiring process, but actually the Lawrence Journal-World's Sunday editorial covered most of my primary concerns. I have provided some bullet points below. It is important for the commission to understand that these concerns are not a critique of Sarah and the work she has done for Douglas County.

Typical proper process:

- >> Third-party involved in the process for search and/or consultation.
- >> clear definition of what we are looking for.
- >> full transparency.
- >> one reference: https://www.ilcma.org/wp-content/uploads/2015/06/Guide-to-the-Recruitment-Selection-of-a-Professional-Adminsitator_final_12-2016.docx.pdf

Concerns with the quick decision:

- >> there is no reason to move now (some costs are worth absorbing - such as election integrity and key personnel hires).
- >> without defining the criteria we don't know what we are looking for (the person should not define the requirements).
- >> a broader search can yield valuable information even if the internal candidate is chosen.
- >> Most importantly this is weird optics for the public. A more comprehensive process actually is fairer to Sarah as well as the commission and public.

Thank you for your time!

Patrick Wilbur
521 Durham Court
Lawrence, KS 66049
785-727-0506