

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, SEPTEMBER 4, 2019

5:30 p.m. BUSINESS MEETING

-Proclamation for Suicide Prevention Week (Karrey Britt)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) 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, as deferred from the August 21, 2019 meeting. (Keith Browning)
- (c) Consider approval of a County Disaster Termination Resolution (Joe Hoelscher)
- (d) Consider awarding a construction contract for Project 2019-06 for pavement rehabilitation on portions of Routes 1029 and 438 (Keith Browning); and
- (e) Accounts payable.

REGULAR AGENDA

- (2) Consider flood buyout program options. (Tonya Voigt)
- (3) Executive session to discuss personnel and to consult with County Counselor on matters which would be deemed privileged under the attorney-client relationship. The justification is to protect the attorney-client privilege.
- (4) 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.
- (5) Committee Reports
- (6) Commissioner and/or Administrator Miscellaneous
- (7) Adjourn

WEDNESDAY, SEPTEMBER 11, 2019

-Proclamation for Recovery Month (Sandra Dixon, DCCCA)
-Consider approval of a resolution establishing the Lawrence/Douglas County Joint 2020 Census Complete County Committee

WEDNESDAY, SEPTEMBER 18, 2019 – light meeting

-Work Session – Zoning Regulations

WEDNESDAY, SEPTEMBER 25, 2019

-No Work Session

WEDNESDAY, OCTOBER 2, 2019

Work Session – Cemeteries in the Unincorporated Area and County responsibilities

WEDNESDAY, OCTOBER 9, 2019

Work Session – Comprehensive Plan

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.*



Office of the County Commission

PROCLAMATION

Suicide Prevention Week of September 8-14, 2019

WHEREAS, in the United States, one person dies by suicide every 11.1 minutes;

WHEREAS, each person's death by suicide exposes at least 135 other people, with over 6.9 million newly bereaved each year;

WHEREAS, in 2017, 544 residents of Kansas and 17 residents of Douglas County died by suicide, and several thousand friends and family members were changed forever by losing those people;

WHEREAS, the Douglas County Suicide Prevention Coalition - which is comprised of representatives from agencies and schools, including: Headquarters Counseling Center, Bert Nash Community Mental Health Center, LMH Health, Douglas County Government; Willow Domestic Violence Center; Heartland Community Health Center, Communities in Schools Mid-America, Lawrence-Douglas County Health Department, Lawrence Public Schools, Baldwin School District and the American Association of Suicidology; and the community at large, who are dedicated to reducing the frequency of suicide attempts and deaths, and the pain for those affected by suicide deaths, through training, educational programs and outreach - urges that all Douglas County residents:

1. Recognize suicide as a significant public health problem in Kansas and Douglas County and declare suicide prevention a priority;
2. Support the development of accessible behavioral health services for all Douglas County residents, implementing national best practices in reducing suicide risk for people of all ages and backgrounds;
3. Acknowledge that no single suicide prevention effort will be sufficient or appropriate for all populations or communities; and
4. Encourage initiatives based on the goals and activities contained in the National Strategy for Suicide Prevention, Zero Suicide of the National Action Alliance for Suicide Prevention, and The Way Forward by the Action Alliance's suicide attempt survivor task force.

WHEREAS, far too many residents of Douglas County and Kansas die by suicide each year, and most of these deaths are preventable;

THEREFORE IT BE RESOLVED that the Board of County Commissioners of Douglas County, do hereby designate September 8th through 14th, 2019, as "Suicide Prevention Week" and urge Lawrence and Douglas County residents to learn how they can help because *Suicide Prevention Is Everyone's Business*.

ADOPTED this fourth day of September 2019

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

Michelle Derousseau, Chairman

Patrick Kelly, Vice Chair

Nancy Thellman



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

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<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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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.

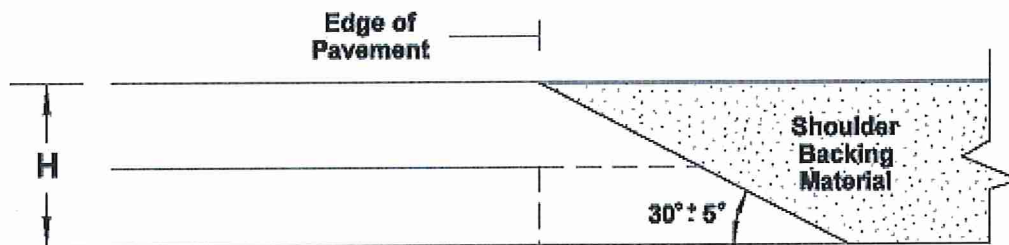
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

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>

SPECIAL PROVISIONS
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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

DISASTER TERMINATION RESOLUTION 19-__

WHEREAS, on the 1st day of August, 2019, the Board of County Commissioners of Douglas County, Kansas declared there was a state of local disaster emergency in Douglas County, Kansas resulting in widespread or severe damage, injury or loss of life or property in disastrous proportion in Douglas County, Kansas; and

WHEREAS, it is now deemed that the situation resulting from said conditions of extreme peril are not beyond the control of the ordinary and normal services, personnel, equipment, and facilities of Douglas County government.

NOW, THEREFORE BE IT RESOLVED, by the Chairman of the Board of County Commissioners of Douglas County, Kansas:

That the state of local disaster emergency in Douglas County, Kansas declared on the 1st day of August, 2019, be hereby terminated.

That this Resolution terminating the state of local disaster emergency in Douglas County, Kansas shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

RESOLVED BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS THIS 4th DAY OF SEPTEMBER, 2019

Michelle Derusseau, Chairman

ATTEST:

Jameson D. Shew, County Clerk



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 28, 2019

Re : Consider awarding contract for Project No. 2019-06
Pavement rehabilitation on portions of Routes 1029 and 438

We opened bids August 27 for the referenced contract pavement maintenance project. The project includes asphalt patching and a 3"-depth asphalt overlay on Route 1029 and Route 438 from the N 2050 Road (E 7th Street in Lecompton) intersection with Route 1029 to the widened pavement section near Berry Plastics on Route 438.

We received three bids as follows:

Bidder	Total Bid
Bettis Asphalt & Construction	\$1,248,714.12
Hamm, Inc.	\$1,263,894.25
Sunflower Paving	\$1,409,408.20
<i>Engineer's Estimate</i>	<i>\$1,692,354.00</i>

The low bidder, Bettis Asphalt, qualified their bid with the condition of completing required patching this season and overlaying in the spring of 2020. This does not comply with contract provisions. Hamm, Inc. submitted a bid that is 1.2% higher than the low bid with no conditions. It is well worth the additional \$15,180.13 to complete the overlay work prior to this winter.

While the east end of this overlay project is near the Berry Plastics facility on Route 438, we plan to request a value-engineering proposal from the contractor to continue the overlay further east to the Route 438 widening at the K-10 intersection. This section of Route 438 needs an overlay. We didn't anticipate our available budget for this project would cover the additional project length. Any proposal to extend the length of this overlay project will be brought back to the BOCC for approval.

Due to uncertain quantities of patching required and existing road surface irregularities, I request authorization to approve change orders totaling up to 5% of the contract amount.

Action Required: Consider awarding a construction contract in the amount of \$1,263,894.25 to Hamm, Inc. for Project No. 2019-06, asphalt patching and overlay work on portions of Route 1029 & Route 438, and authorize the Public Works Director to approve change orders totaling up to 5% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2019-06 MILL & OVERLAY
PATCH & 3" OVERLAY ON RT 1029 & 438 (BERRY PLASTICS TO LECOMPTON)
BID TABULATION
August 27, 2019

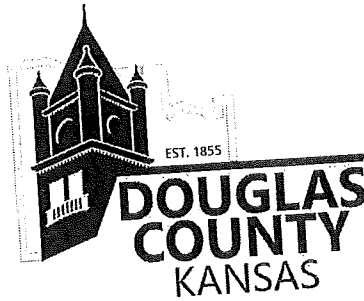
ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Bettis Asphalt & Construction*		Hamm Inc		Sunflower Paving Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$90,000.00	\$90,000.00	\$54,065.00	\$54,065.00	\$20,500.00	\$20,500.00	\$13,200.00	\$13,200.00
2	Milling (Transition 0"-3")	S.Y.	1,411	\$10.00	\$14,110.00	\$6.25	\$8,818.75	\$6.75	\$9,524.25	\$4.00	\$5,644.00
3	HMA-Commercial Grade (Class A)(Surface)	TON	14,092	\$85.00	\$1,197,820.00	\$61.76	\$870,321.92	\$63.75	\$898,365.00	\$73.40	\$1,034,352.80
4	Asphalt Pavement Smoothness	L.S.	1	\$5,000.00	\$5,000.00	\$7,875.00	\$7,875.00	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00
5	HMA-Commercial Grade (Class A)(Patch)	TON	2,026	\$150.00	\$303,900.00	\$120.00	\$243,120.00	\$120.00	\$243,120.00	\$108.00	\$218,808.00
6	Aggregate Shouldering (AS-1)	TON	1,525	\$30.00	\$45,750.00	\$24.50	\$37,362.50	\$21.50	\$32,787.50	\$32.20	\$49,105.00
7	Monument Box (Remove and Reset)	EA	4	\$3,000.00	\$12,000.00	\$1,375.00	\$5,500.00	\$1,800.00	\$7,200.00	\$1,500.00	\$6,000.00
8	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	\$3,000.00	\$3,000.00
9	Flagger (Set Price)	HOURL	1	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
10	Traffic Control - Two Lane with One Lane Closed	L.S.	1	\$15,000.00	\$15,000.00	\$10,188.00	\$10,188.00	\$43,000.00	\$43,000.00	\$43,000.00	\$43,000.00
11	Traffic Control (Initial Setup)	L.S.	1	\$2,500.00	\$2,500.00	\$7,563.00	\$7,563.00	\$2,000.00	\$2,000.00	\$5,200.00	\$5,200.00
12	Construction Sign (0 to 9.25 sq. ft.)	Each/Day	147	\$2.00	\$294.00	\$0.50	\$73.50	\$0.25	\$36.75	\$0.30	\$44.10
13	Construction Sign (9.26 to 16.25 sq. ft.)	Each/Day	245	\$3.00	\$735.00	\$1.00	\$245.00	\$0.35	\$85.75	\$0.40	\$98.00
14	Construction Barricade (Type III, 4' - 8')	Each/Day	98	\$5.00	\$490.00	\$1.65	\$161.70	\$1.00	\$98.00	\$1.10	\$107.80
15	Type "A" Warning Light	Each/Day	490	\$1.00	\$490.00	\$0.15	\$73.50	\$0.30	\$147.00	\$0.40	\$196.00
16	Trim Line Channelizers	Each/Day	1,225	\$1.00	\$1,225.00	\$0.25	\$306.25	\$0.40	\$490.00	\$0.50	\$612.50
TOTAL BID -					\$1,692,354.00		\$1,248,714.12		\$1,263,894.25		\$1,409,408.20

*Qualifies bid with condition See Bid

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. 2019-06

MILL AND OVERLAY
BID #19-F-0016

Douglas County Commissioners

Michelle Derusseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Approved By:

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

Date: 8/1/2019

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

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15-DG-5 - ENGINEER
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15-DG-611B – HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

ATTACHMENTS:

Map of Douglas County showing approximate project locations
Typical Section
Monument Box Location Map
Monument Box Detail
HMA Pavement Patching Detail
Milling Details
Traffic Control Detail

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract noted above will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, August 27, 2019, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2019-06 consists of Milling (Transition 0"-3"), HMA-Patching, HMA-Surfacing, Aggregate Shouldering, Monument Box (Remove & Reset), and Traffic Control.

Douglas County Project 2019-06 is located on Douglas County Route 438 (Berry Plastics to Route 1029) and Route 1029 (Route 438 to Lecompton) approximately 0-5 miles southeast of Lecompton, KS.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2019-06", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

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

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

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids. 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: 8/1/2019

Publication Date: Monday, August 5, 2019
Saturday, August 24, 2019

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046 or Drexel Technologies.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2019-06" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. 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. 2019-06

BID #19-F-0016

SPECIFICATIONS

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

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS (Continued)

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

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

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

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

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

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

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2019-06", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS (Continued)

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

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

Section 109

MEASUREMENT AND PAYMENT

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016
PROPOSAL

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

1. Proposal of Hammer Inc. Perry, KS for the performance of "Douglas County Project No. 2019-06", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within Thirty (30) working days. The earliest anticipated date for the "Notice to Proceed" is September 23, 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

Hammer, Inc
Name of Organization

By:

BGP
President

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

SCHEDULE OF PRICES

LINE ITEM NO.	ROAD ITEMS	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	L.S.	1	20,500.00	20,500.00
2	MILLING (TRANSITION 0"-3")	S.Y.	1,411	6.75	9,524.25
3	HMA-COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	14,092	63.75	898,365.00
4	ASPHALT PAVEMENT SMOOTHNESS	L.S.	1	3,500.00	3,500.00
5	HMA-COMMERCIAL GRADE (CLASS A) (PATCH)	TON	2,026	120.00	243,120.00
6	AGGREGATE SHOULDERING (AS-1)	TON	1,525	21.50	32,787.50
7	MONUMENT BOX (REMOVE AND RESET)	EA	4	1800.00	7,200.00
8	MAINTENANCE & RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$3,000.00	\$3,000.00
9	FLAGGER (SET)	HR	1	\$40.00	\$40.00
10	TRAFFIC CONTROL-TWO LANE WITH ONE LANE CLOSED	L.S.	1	43,000.00	43,000.00
11	TRAFFIC CONTROL (INITIAL SETUP)	L.S.	1	2,000.00	2,000.00
12	CONSTRUCTION SIGN (0 TO 9.25 SQ.FT.)	EA/DAY	147	0.25	36.75
13	CONSTRUCTION SIGN (9.26 TO 16.25 SQ.FT.)	EA/DAY	245	0.35	85.75
14	CONSTRUCTION BARRICADE (TYPE III, 4'-8')	EA/DAY	98	1.00	98.00
15	TYPE "A" WARNING LIGHT	EA/DAY	490	0.30	147.00
16	TRIM LINE CHANNELIZERS	EA/DAY	1,225	0.40	490.00

NOTE: Bidder shall extend all items and total bid.

TOTAL BID 1,263,894.25

CONTRACTOR Hannon, Inc

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

CONTRACT

THIS CONTRACT, made and entered into this 4th day of September, 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 Hamm, 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. 2019-06

BID #19-F-0016

CONTRACT (continued)

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-06
BID #19-F-0016

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2019-06 consists of Milling (Transition 0"-3"), HMA-Patching, HMA-Surfacing, Aggregate Shouldering, Monument Box (Remove & Reset), and Traffic Control.

Douglas County Project 2019-06 is located on Douglas County Route 438 (Berry Plastics to Route 1029) and Route 1029 (Route 438 to Lecompton) approximately 0-5 miles southeast of Lecompton, KS.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

ENGINEER:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

OPERATIONS OF OTHERS:

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

INSPECTION:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

RIGHT-OF-WAY:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SPECIFICATIONS:

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

INDEMNITY PROVISION:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

RATES OF APPLICATION/ PROJECT CONTINGENCIES/GENERAL INFORMATION:

LOCATION	LENGTH	WIDTH	CONTINGENCIES	
			HMA (150 pcf)	AS-1 (156 pcf)
ROUTE 438 (Berry Plastics to Rte 1029 Spur)	2,535 L.F.	Varies	5%	10%
ROUTE 1029 (Rte 1029 Spur to N2050 RD)	13,250 L.F.	Varies	5%	10%

-All millings will become property of the contractor and shall be removed from the project. Milling operations should work around the existing monument boxes throughout the project. Asphalt wedges shall be placed temporarily around the boxes after milling is completed.

-Patch widths will be a minimum of 4' wide. Milling machines larger than 4' will be prohibited on the shoulders. Patch locations are currently marked at the time of contract release. The engineer reserves the right to add or alter the current markings.

-Temporary asphalt wedges shall be placed at all paved entrances/side roads after milling operations are completed or as directed by the engineer. Millings will not be allowed for wedges. These should be removed prior to surfacing.

-The contractor shall place temporary striping after both the patching and surfacing operations or as directed by the Engineer. Temporary striping materials shall be approved by the Engineer prior to placement. This item is not paid for directly and shall be subsidiary to other bid items.

-This project shall include paving the side road approaches on Route 1029 at N1850 Road and N1851 Diagonal Road.

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

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

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

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

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

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

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

Payment for Maintenance and Restoration of Haul Roads will be made if Douglas County determines the contractor damaged any roadways as stated above for constructing both segments of Route 438 and Route 1029.

**SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015**

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

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

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

2.0 MATERIALS:

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

3.0 EQUIPMENT:

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

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

4.0 CONSTRUCTION METHODS:

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

The Engineer may allow short sections of handwork when necessary for transitions at driveways, intersections, bridges or other obstructions.

Safety edge shape shall be constructed as shown in the contract documents.

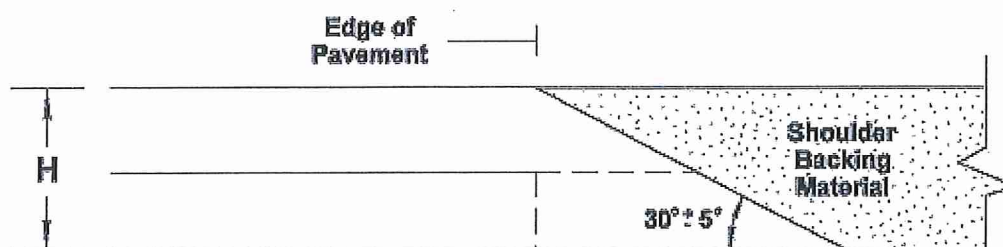
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

Include the cost of constructing the asphalt safety edge in the price bid for HMA – Commercial Grade pay 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>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for asphalt material (HMA – Commercial Grade (Class A)) will be based on the Computed Monthly Asphalt Material Index as listed @ <http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for July, 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

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SECTION 603 (amended)

ASPHALT PAVEMENT SMOOTHNESS

603.1 DESCRIPTION

Determine the smoothness of the pavement surface and correct the deficiencies as specified in the Contract Documents.

BID ITEM

Asphalt Pavement Smoothness

UNITS

Lump Sum

603.2 MATERIALS - None specified.

603.3 CONSTRUCTION REQUIREMENTS

a. Profilograph Testing. Determine the pavement smoothness by profiling the pavement surface of through traffic lanes. Excluded from profilograph testing, and not eligible for pay adjustments, on all projects are:

- bridge decks
- acceleration and deceleration lanes of at-grade intersections
- turning lanes
- shoulders
- pavement on horizontal curves with centerline radius of curvature of less than 1000 feet, and pavement within the superelevation transition of such curves
- individual sections of pavement less than 50 feet in length
- the first (or last) 15 feet of a pavement section where the Contractor is not responsible for the adjoining surface
- side roads less than 1 section (528 feet) in length
- projects (excluding bridge lengths) less than ½ mile in length
- existing roadways that are surfaced with less than 4 inches of virgin or hot recycled asphalt pavement that is placed in 1 lift

On asphalt surfacing projects, these roadways shall be profiled, and corrected if necessary, but are not eligible for pay adjustments:

- existing roadways that are milled, then surfaced with less than 4 inches of virgin or hot recycled asphalt pavement
- existing roadways that are surfaced with less than 4 inches of virgin or hot recycled asphalt pavement that is placed in 2 or more lifts
- existing roadways that are cold recycled, then surfaced with less than 4 inches of virgin or hot recycled asphalt pavement

b. Equipment. Use a California type profilograph, prequalified by the Bureau of Construction and Materials, to determine the pavement profile. If approved by the Bureau of Materials and Research, other types of profilographs that produce results compatible to the California type profilograph may be used. If the profilograph has a mechanical recorder, provide a ProScan electronic scanner with motorized paper transport to reduce the trace. Use the motorized paper transport when scanning the profilograph traces. The Bureau of Materials and Research can provide the information necessary for the Contractor to obtain a ProScan electronic scanner. If approved by the Bureau of Materials and Research, other types of automated trace reduction equipment may be used. If the profilograph has a computerized recorder, the trace produced is evaluated without further reduction.

b.1. Corrective Action Equipment. Use a self-propelled diamond grinding machine to correct any deficiencies. Flat line milling heads will be prohibited.

c. Profilograph Operation. Provide an operator for the profilograph certified according to KT-46, Part V.

Determine the pavement profiles for each lane according to the procedures for 1 lane shown in Kansas Test Method KT-46. Additional profiles may be taken only to define the limits of an out-of-tolerance surface variation. The Engineer may use a 10 foot straightedge (or other means) to detect irregularities outside the required trace paths. The Engineer may also use the straightedge to delineate the areas that require corrective action.

Determine a profile index (in./mi.) for each pavement section of finished pavement. A pavement section is a continuous area of pavement surface 0.1 mile long by 1 lane wide (12 feet nominal). A partial pavement section resulting from an interruption (such as a bridge) of the continuous pavement surface is subject to the same testing and evaluation as a whole section.

Profile the pavement after final rolling, and within 24 hours of placement of the pavement. If the Contractor elects to test intermediate lifts with the profilograph, make the profilograms available to the Engineer to review for evaluating the paving methods and equipment.

On surfaces excluded from profilograph testing, the Engineer will determine the pavement smoothness using a 10 foot straightedge. The Engineer will select the locations to be tested. The variation of the surface from the testing edge of the straightedge shall not exceed $\frac{1}{8}$ inch between any 2 contacts, longitudinal or transverse.

Correct all irregularities exceeding the specified tolerance using equipment and methods approved by the Engineer. After the irregularities are corrected, the Engineer will retest the area to verify compliance with the specified tolerance.

d. Profilograph Evaluation and Corrective Actions. Evaluate the profilograph results according to KT-46. Provide the Engineer with the profilograms and their evaluation the first working day after placement of the pavement.

Determine and evaluate the profile index (in./mi.) for each trace and the average profile index (in./mi.) for each section to identify where corrective action is needed.

Determine the daily average profile index (in./mi.) for each day's paving operation. A day's paving operation is the pavement placed in a day (a minimum of 1 pavement section).

- If less than 1 pavement section is placed in a day, the day's production is grouped with the next day's production.
- If the production of the last day of project paving is less than 1 pavement section, it is grouped with the previous day's production.
- The Contractor has the option of profiling the final portion of a day's production (not to exceed 5 sections) the first working day that paving is continued in the same lane. If the Contractor opts to profilograph the final portion of a day's paving the next working day that paving is continued in the same lane, those results (the final portion of the previous day's paving) are grouped with the day's paving as the lane is continued.

Take the required corrective actions according to **TABLES 603-1**.

TABLE 603-1: ASPHALT PAVEMENT		
Pavement Surface Tolerances (in./mi.)		Required Corrective Action
Through Lanes	Acceleration Lanes Deceleration Lanes Ramps*	
Average Profile Index per Section of 30 or less	Average Profile Index per Section of 40 or less	Correct all bumps and dips**.
Profile Index per Section greater than 30 for an individual trace		Correct the Profile Index of each individual trace to 30 or less per section**.
	Profile Index per Section greater than 40 for an individual trace)	Correct the Profile Index of each individual trace to 40 or less per section**.
Daily Average Profile Index greater than 40		Suspend the paving operations until corrective actions are taken to improve the paving operations.

*Acceleration/deceleration lanes include the taper. Acceleration lanes that become through lanes are limited to 500 feet from the nose of the ramp. Ramps are from the nose to the intersection of the adjoining road.

**Correct all areas within each section having high or low points (bumps or dips) with deviations in excess of 0.40 inches in a length of 25 feet or less regardless of the profile index value.

Use these methods for corrections:

- diamond grinding or other profiling devices approved by the Engineer
 - Flat line mill heads will be prohibited
- remove and replace the entire pavement thickness
- remove the surface by milling, and replace the specified surface course
- overlay (not patch) with the specified surface course
- other methods that are approved by the Engineer

The contractor shall mark all corrective areas needed for the Engineer to review.

Apply the corrective measure to the full-lane width of the pavement. The corrected areas shall have uniform texture and appearance. The beginning and ending of the corrected areas shall be squared normal to centerline of the paved surface.

After pavement sections are corrected, re-profile the pavement surface to verify compliance with the specified pavement smoothness. Provide the Engineer with the profilograms and their evaluation within 2 working days after correcting the pavement surface.

Make the required corrections for pavement smoothness before making the pavement thickness determinations.

The Engineer may perform profilograph testing on the pavement surface for monitoring and comparison purposes. If the Engineer determines that the Contractor's certified test results are inaccurate, the Engineer may choose to test the entire project length. The Engineer will charge the Contractor for such testing at the rate of \$400 per mile per profile track, with a minimum charge of \$800. Providing inaccurate test results may result in de-certification of the Contractor's certified operator.

603.4 MEASUREMENT AND PAYMENT

The Engineer will base the pay adjustment for pavement smoothness on the initial average profile index of the pavement section before any corrective work is performed. If the Contractor elects to remove and replace a pavement section, the Engineer will base the pay adjustment for pavement smoothness on the initial average profile index of the pavement section after the replacement.

The Engineer will apply the contract price adjustment according to **TABLE 603-2**. Payments for "Asphalt Pavement Smoothness" are an added item to the contract.

TABLE 603-2: ASPHALT PAVEMENT SMOOTHNESS PAY ADJUSTMENT	
Average Profile Index (in./mi. per lane per 0.1 mi. section)	Contract Price Adjustment (per 0.1 mi. section per lane)
7.0 or less	+\$152.00
7.1 to 10.0	+\$76.00
10.1 to 30.0	0.00
30.1 to 40.0	0.00*
40.1 or more	-\$203.00*

*Correct to 30.0 in./mi. (40.0 in./mi. as noted in TABLE 603-1).

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TO THE
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EDITION OF 2015

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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
HMA – COMMERCIAL GRADE (CLASS A) (PATCHING)	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:

When placing HMA – Commercial Grade (Class A) (Surface), remix the material transferred from the hauling unit, prior to placement, utilizing a Material Transfer Device, as described in Division 155.5. If, in the opinion of the Engineer, the Material Transfer Device may damage the base asphalt the Material Transfer Device may not be used. A Material Transfer Device is not required when placing HMA for side roads and entrances, or as directed by the Engineer. Paver hopper inserts shall be required when using a Material Transfer Device.

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

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

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

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

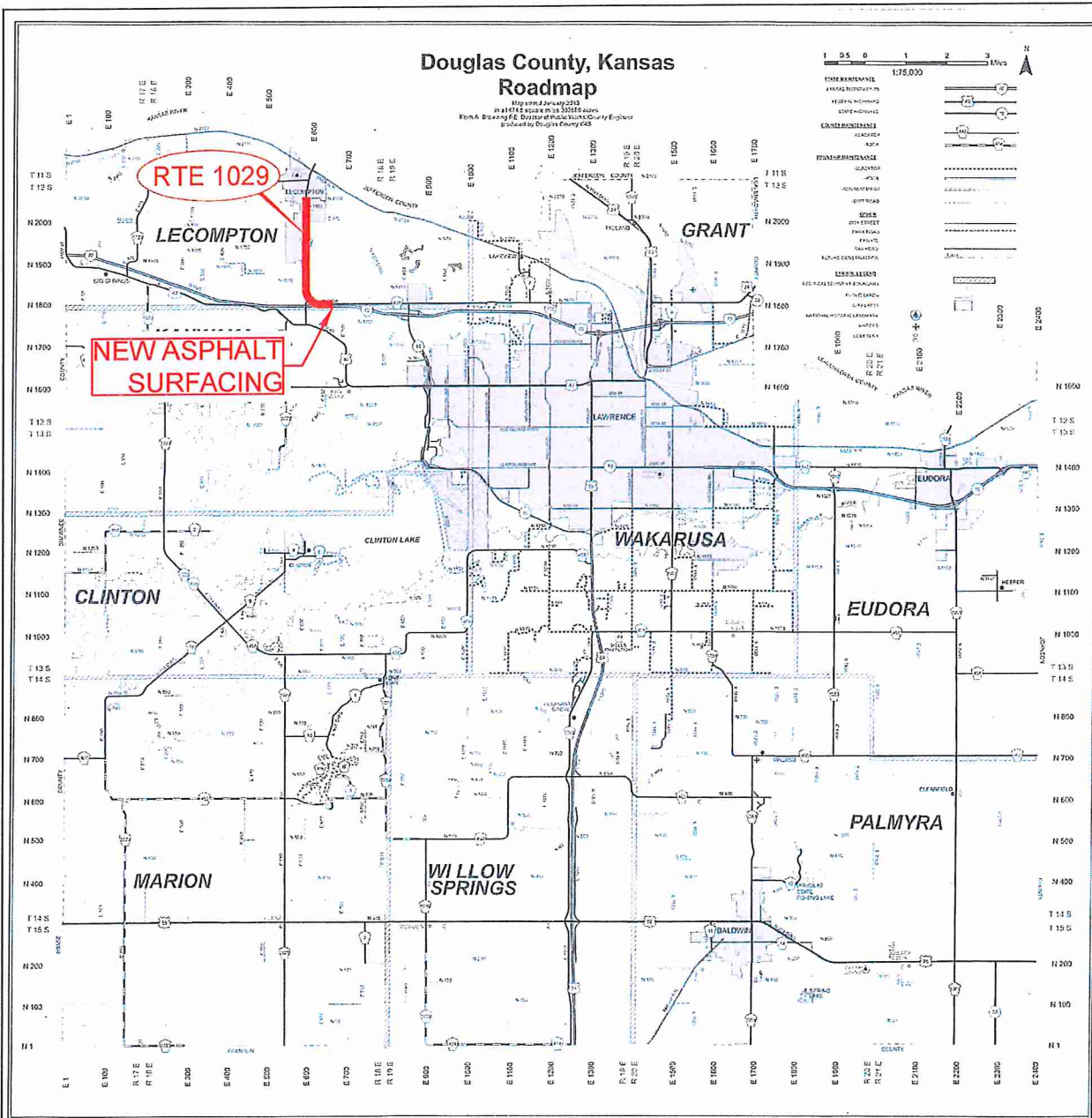
- (a) Traveling Stringline. Attach a traveling stringline or ski type attachment, a minimum length of 30 feet, to the paver and operate parallel with its line of travel.
- (b) Reference Shoe; Attach a short reference shoe or joint matching device to the paver for control in matching surface grades along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

c. Pavement Smoothness. Remove “Section 603 and”.

PROJECT 2019-06

PROJECT LOCATION MAP

DOUGLAS COUNTY, KS



Douglas County Public Works

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

PROJECT NO.
 2019-06
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 N.P.
 DRAWN BY
 Z.W.

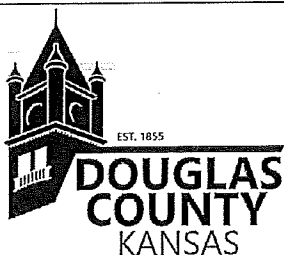
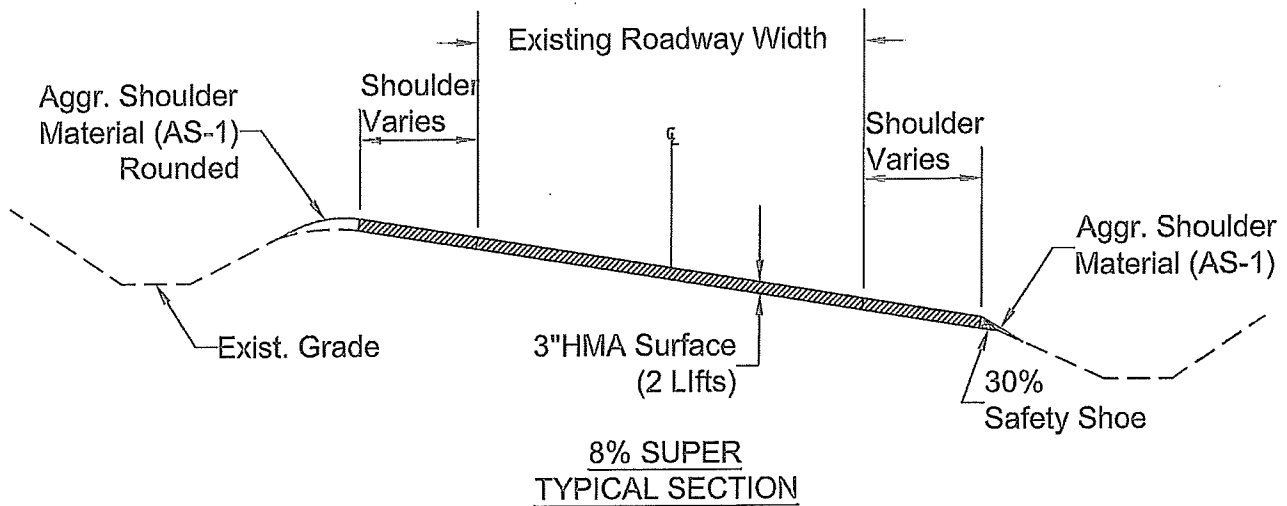
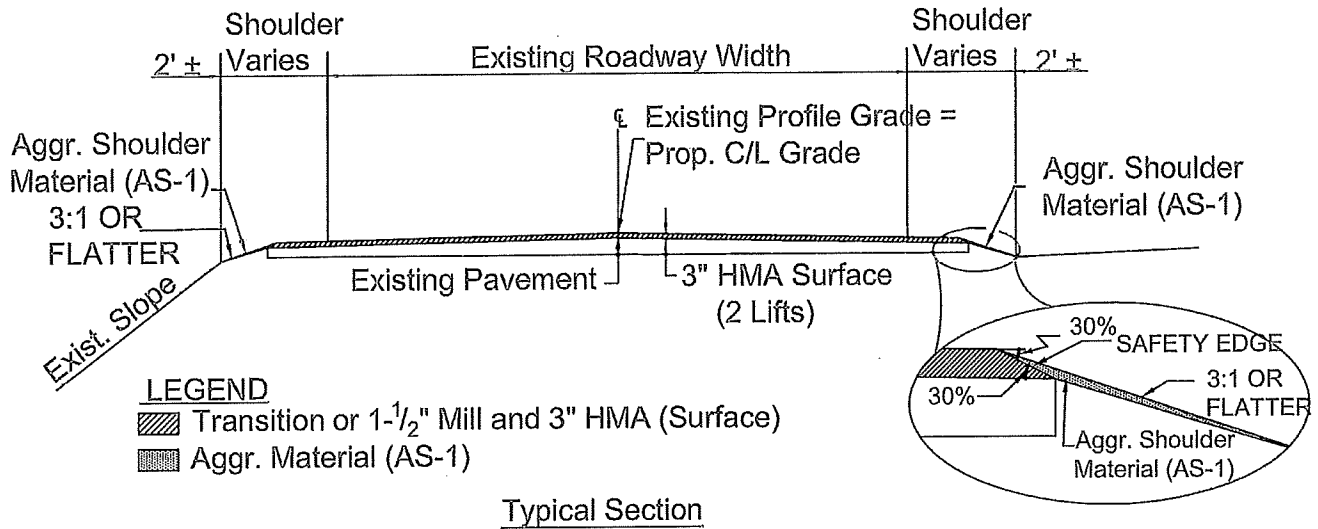
PROJECT LOCATION MAP
 ROUTE 438
 ROUTE 1029

SHEET 1 OF 12

PROJECT 2019-06

TYPICAL SECTIONS

DOUGLAS COUNTY, KS



Douglas County Public Works

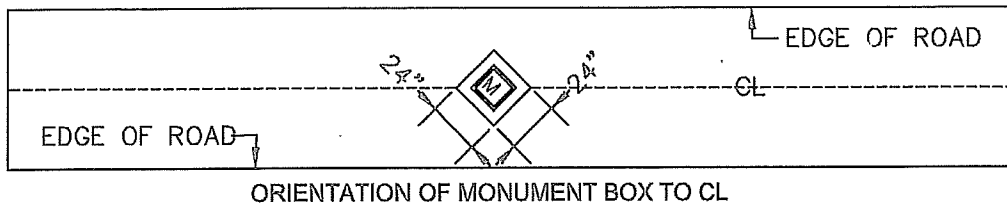
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Lawrence, Kansas 66046-5674

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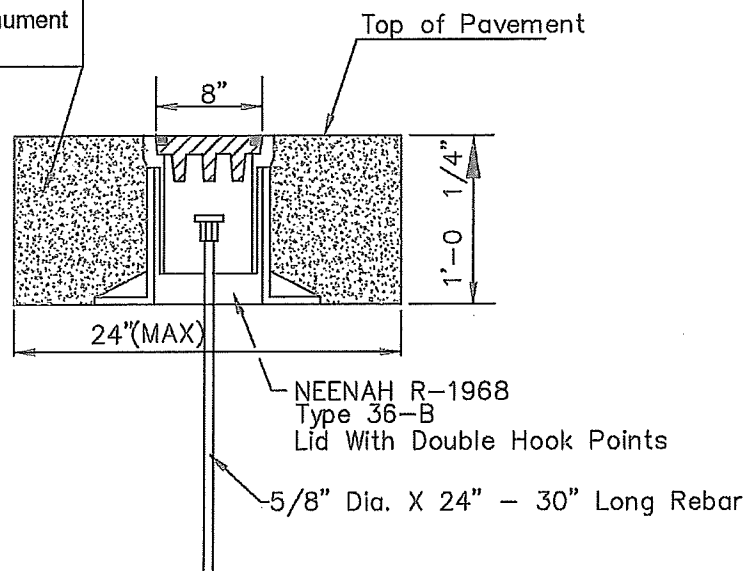
Typical Section

ROUTE 438
ROUTE 1029

SHEET 2 OF 12

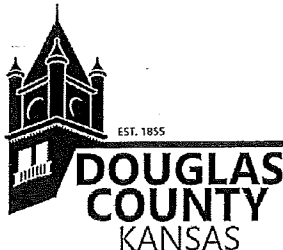


Fiber Reinforced Concrete
Collar (High Early
Strength)
Poured Around Monument
Box.



MONUMENT BOX (REMOVE AND RESET)

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



Douglas County Public Works

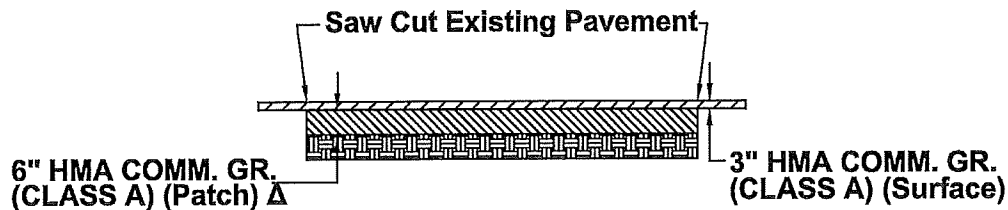
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MONUMENT BOX DETAIL (REMOVE & RESET)

SHEET 4 OF 12

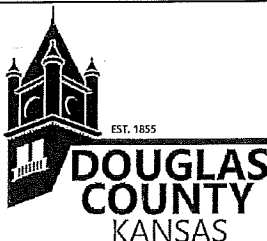
HMA PAVEMENT PATCHING DETAIL



Typical Detail for Patching

NOTES:

1. THE SUBGRADE SHALL BE THOROUGHLY AND UNIFORMLY RECOMPACTED BY HAND TAMPING AND ROLLING.
 2. THE BITUMINOUS MIXTURE SHALL BE DEPOSITED IN UNIFORMLY SPREAD LAYERS NOT TO EXCEED 3" IN THICKNESS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BY A SELF PROPELLED VIBRATORY STEEL DRUM ROLLER.
 3. BITUMINOUS MIX USED FOR PAVEMENT PATCHING WILL BE PAID PER TON OF ACTUAL MATERIAL PLACED AND ACCEPTED.
 4. MILL OR SAW CUT THE LIMITS OF THE PATCH TO CREATE A VERTICAL EDGE ON ALL SIDES OF THE PATCH. REMOVE AND DISPOSE OF THE DETERIORATED PAVEMENT. CLEAN THE EXPOSED VERTICAL EDGES OF THE EXISTING PAVEMENT. THIS WORK IS SUBSIDIARY TO HMA- COMM. GRADE (CLASS A) (PATCH).
 5. THE LOCATIONS OF BITUMINOUS PAVEMENT PATCHING WILL BE DETERMINED BY THE ENGINEER AFTER ANY MILLING OPERATIONS ARE COMPLETED.
 6. EMULSIFIED ASPHALT (SS-1HP) FOR TACK IS REQUIRED ON ALL EDGES AND SURFACES AT PATCH LOCATIONS PRIOR TO PLACING HMA (PATCH) MATERIAL. A LIGHT COAT OF SS-1HP IS REQUIRED BETWEEN SUCCESSIVE LIFTS OF HMA (PATCH) MATERIAL. THIS WORK IS SUBSIDIARY TO HMA COMM. GRADE (CLASS A) (PATCH).
- Δ THE ACTUAL DEPTH OF HMA (PATCH) MAY BE ADJUSTED BY THE ENGINEER TO ACCOMMODATE CONDITIONS FOUND DURING CONSTRUCTION.



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HMA PAVEMENT PATCHING DETAIL

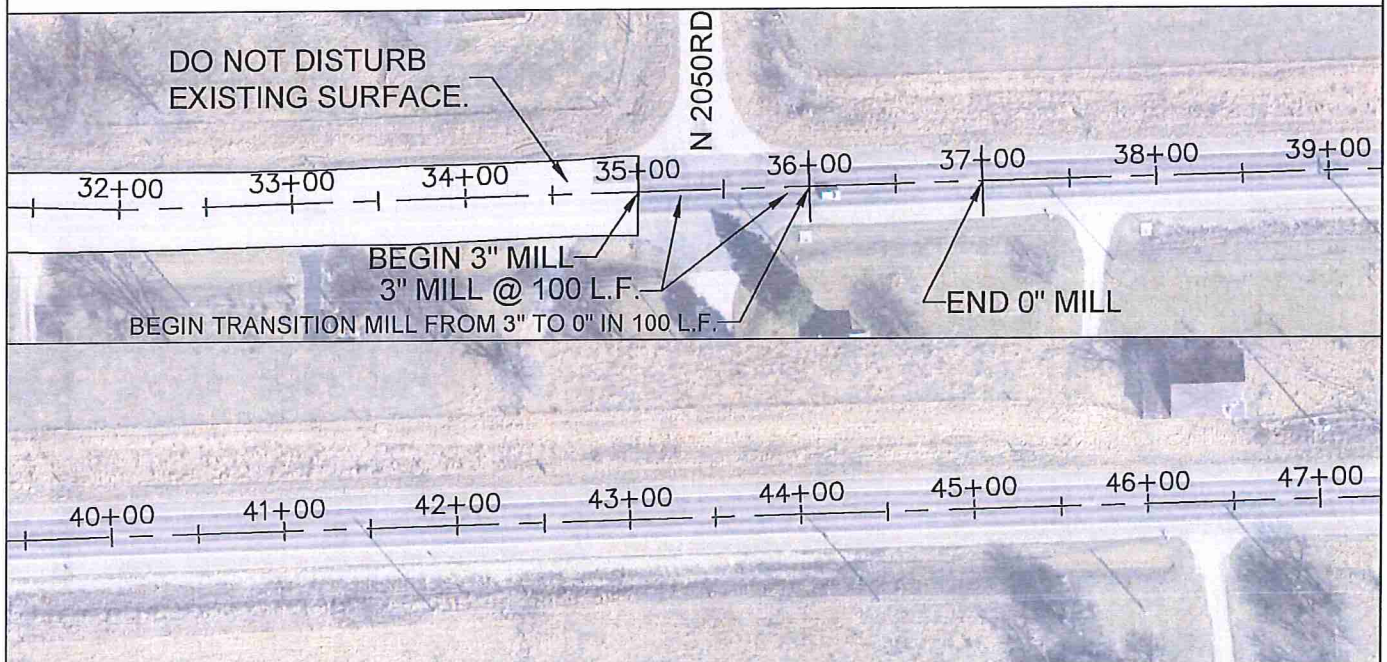
SHEET 5 OF 12



PROJECT 2019-06
Rte 1029
DOUGLAS COUNTY, KS

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Douglas County Public Works

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

PROJECT NO.	2019-06
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DRAWN BY	Z.W.

PROJECT LOCATION MAP
ROUTE 1029



PROJECT 2019-06

Rte 1029

DOUGLAS COUNTY, KS

N 1851 DIAG

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56+00 57+00 58+00 59+00 60+00 61+00 62+00 63+00

64+00 65+00 66+00 67+00 68+00 69+00 70+00 71+00

72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00



**DOUGLAS
COUNTY
KANSAS**

Douglas County Public Works

3755 E. 25th Street

Lawrence, Kansas 66046-5674

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PROJECT LOCATION MAP
ROUTE 1029



PROJECT 2019-06

Rte 1029

DOUGLAS COUNTY, KS



Douglas County Public Works

3755 E. 25th Street

Lawrence, Kansas 66046-5674

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PROJECT LOCATION MAP
ROUTE 1029



PROJECT 2019-06

Rte 1029

DOUGLAS COUNTY, KS

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**DOUGLAS
COUNTY**
KANSAS

Douglas County Public Works

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Lawrence, Kansas 66046-5674

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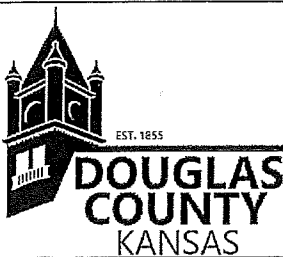
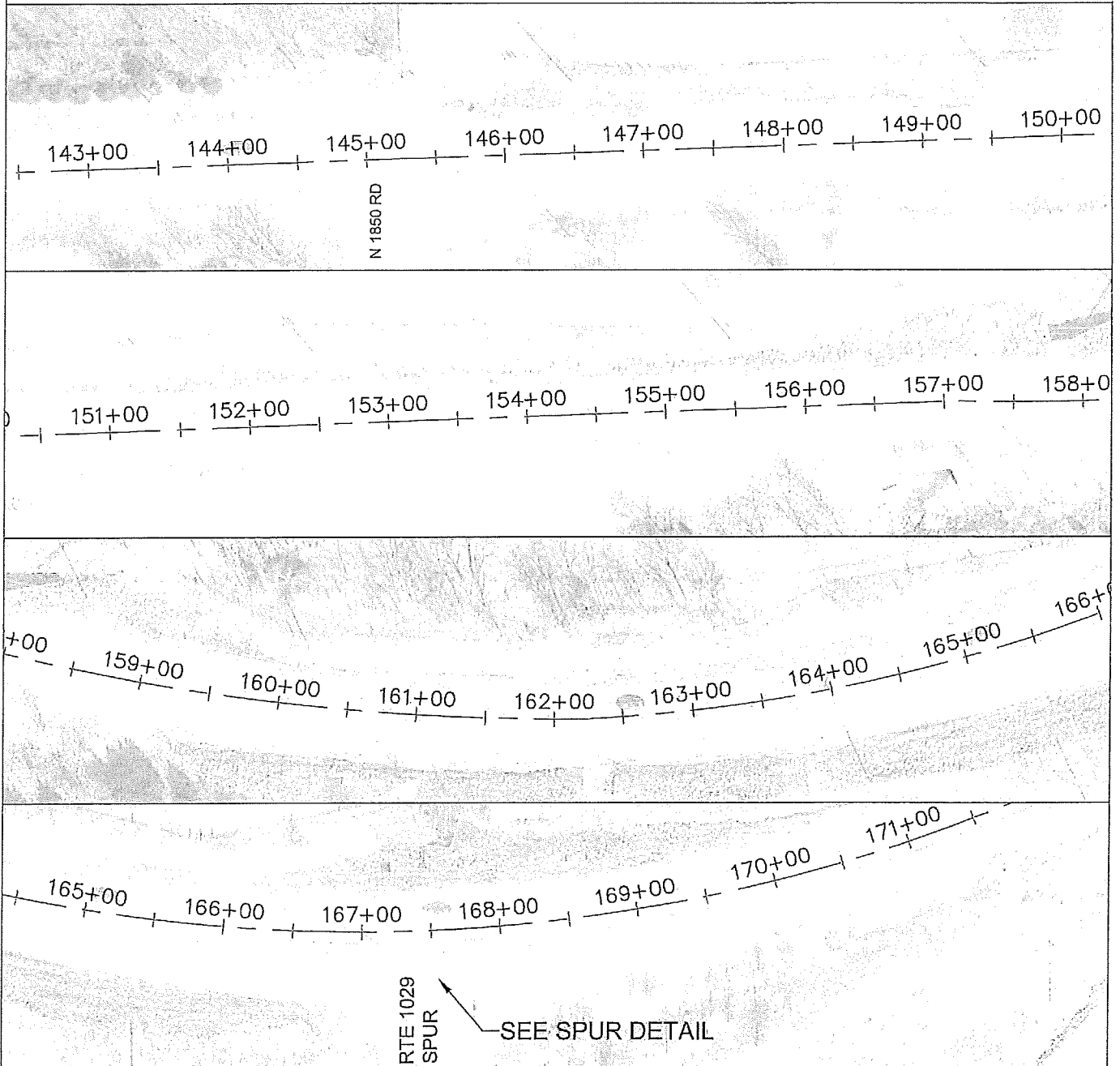
PROJECT LOCATION MAP
ROUTE 1029



PROJECT 2019-06

Rte 1029

DOUGLAS COUNTY, KS



Douglas County Public Works

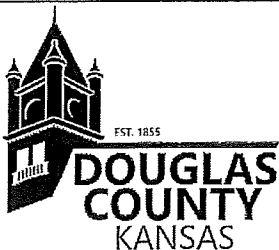
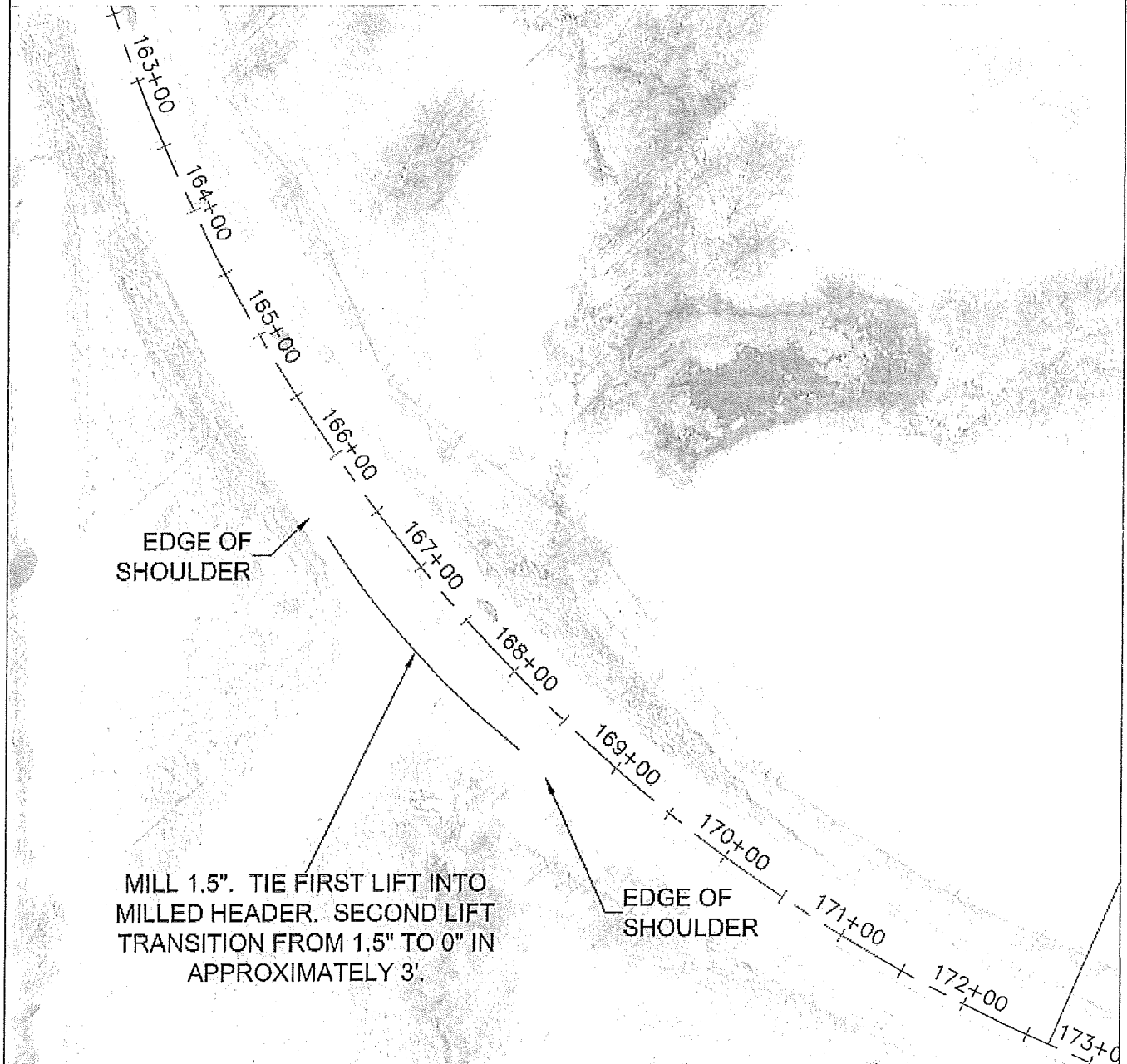
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PROJECT LOCATION MAP
ROUTE 1029



PROJECT 2019-06
Rte 1029 Spur
DOUGLAS COUNTY, KS



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Lawrence, Kansas 66046-5674

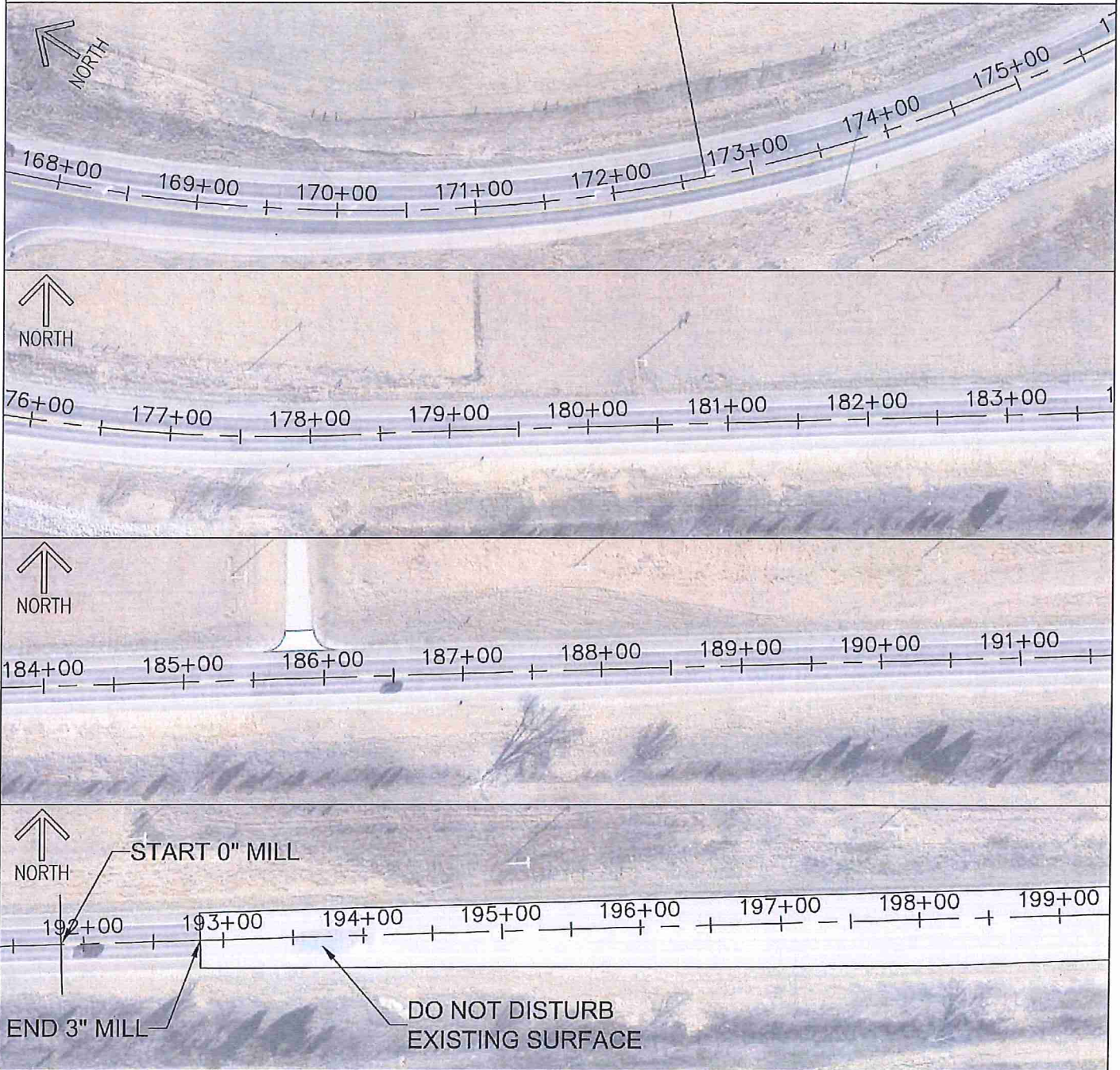
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PROJECT LOCATION
ROUTE 1029

PROJECT 2019-06

Rte 438

DOUGLAS COUNTY, KS



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

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PROJECT LOCATION MAP
ROUTE 438



PROJECT 2019-06

Rte 1029

DOUGLAS COUNTY, KS

TYPE III BARRICADE
W TYPE "A" LIGHT
AND G20-1 "ROAD
WORK NEXT 4 MILES"



G20-2A

ROAD WORK
AHEAD W TYPE
"A" LIGHT



E 7TH STREET

ROAD WORK
AHEAD W TYPE
"A" LIGHT



ROAD WORK
AHEAD W TYPE
"A" LIGHT



N 1851 DIAGONAL



EST. 1855

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PROJECT NO.

2019-06

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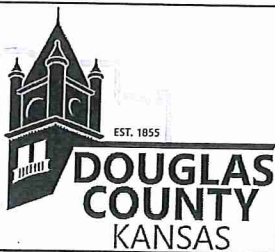
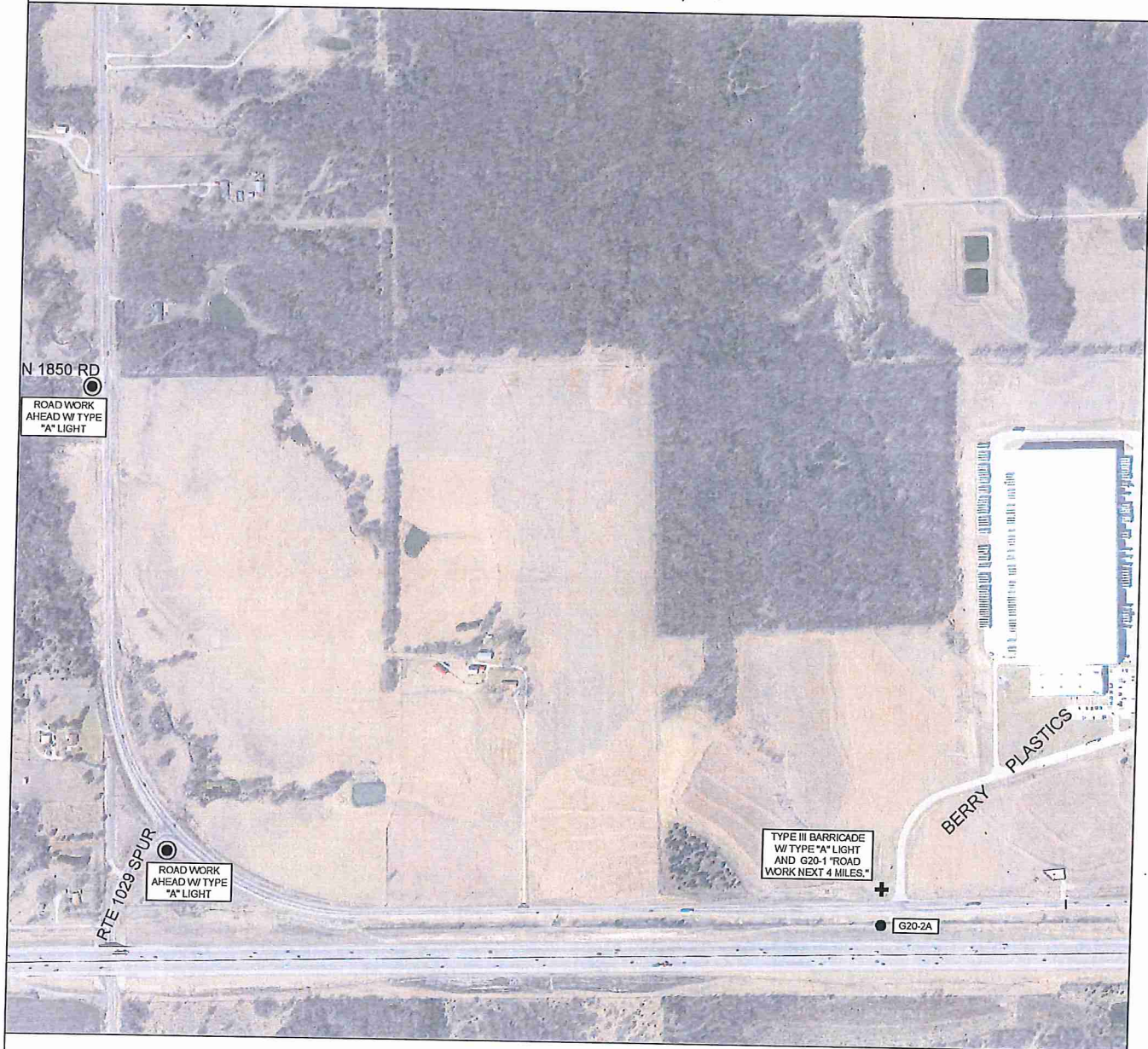
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Z.W.

**TRAFFIC CONTROL
ROUTE 1029**



PROJECT 2019-06
Rte 1029 / Rte 438
DOUGLAS COUNTY, KS



Douglas County Public Works

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Lawrence, Kansas 66046-5674

PROJECT NO.	2019-06
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TRAFFIC CONTROL
ROUTE 1029 / ROUTE 438



DOUGLAS COUNTY ZONING & CODES

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

Tonya Voigt
Zoning Director

MEMORANDUM

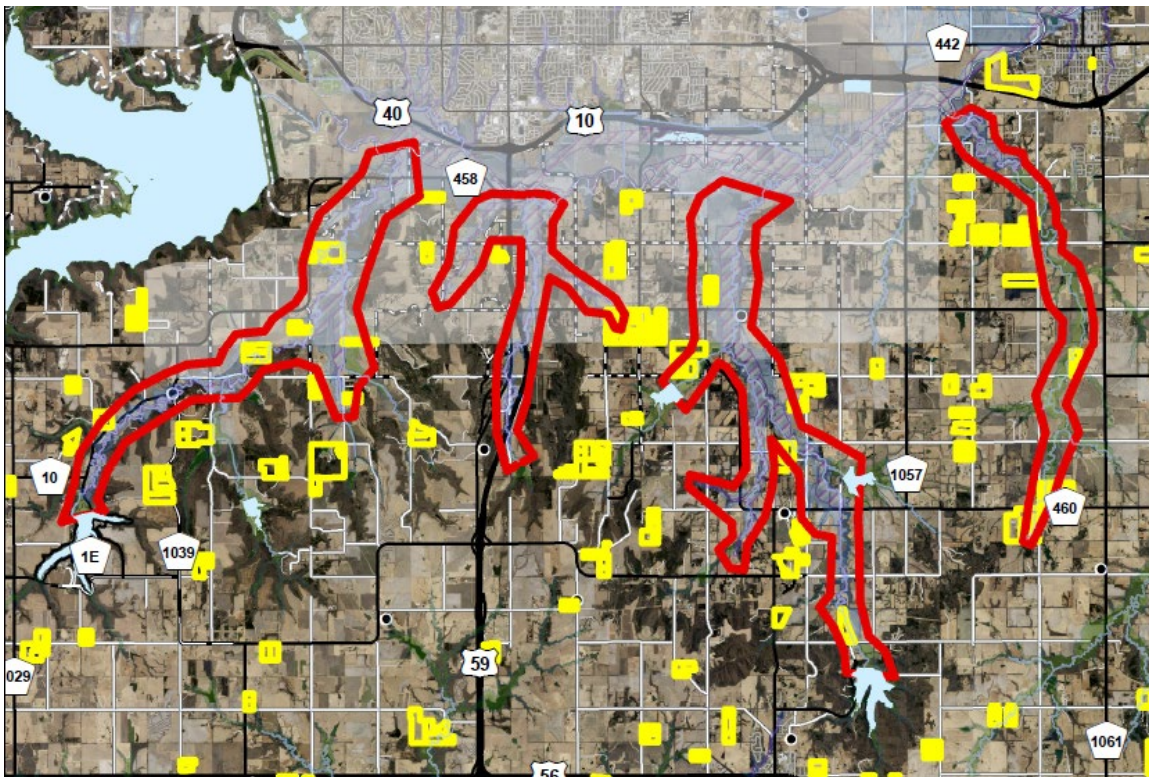
TO : Board of County Commissioners

FROM: Tonya Voigt, Zoning Director

DATE : September 4, 2019

RE : Flood Buyout Program Options

Residential development permits have been increasing in rural areas in recent years, including in the Lawrence future urban growth area (light grey area). Approved existing residential developments are outlined (in yellow) on the attached map showing our development patterns. As development continues to occur in these flood prone areas we've identified some concerns.



Four streams have been identified as priorities for updated flood studies. These areas include Washington Creek, Coal Creek and Little Wakarusa watersheds. This request was made to the Kansas Division of Water Resources to remap these watersheds, based on discrepancies we're seeing in the adopted floodplain maps. The regulated floodplain does not appear to match localized areas of observed flooding. The areas outlined in red on the attached map are areas that

have a large amount of development pressure and show the most need for accurate data.

In all of the areas identified, the current adopted maps are based on 1993 calculations, 1995 aerial topography, 1996 computer modeling and a 2009 digital conversion. Floodplain regulations would be far more effective if the areas were mapped with a detailed study and available 2015 LiDAR topography.

As a result of recent flood events, the County has the option to apply for the Hazard Mitigation Grant Program to remove flood prone structures. We've reached out to the Kansas Division of Emergency Management to determine if federal funds are available as a result of the Presidential Disaster Declaration received on June 20, 2019. The top priority for HMGP is to fund projects in the declared counties that reduce or eliminate damaged to life and property. The County could choose to apply on behalf of the landowner to purchase a floodplain property and remove the structures. The structures and land would then become deed restricted county property.

General guidelines for the program require any application to be located in the regulated 100 year floodplain. The application bases buyout costs on fair market value plus project costs. Often fair market value is determined by county appraised value or the property owner can chose to hire an independent appraiser.

The program will cover 75% total costs and requires a county 25% match. The match can be in-kind services, such as work by county staff. Project costs can include; a required asbestos inspection and remediation if necessary, closing and demolition costs and county time. A rough example is attached showing possible county involvement.

If the county chooses to pursue one or buyout applications, we would need to determine the source for the 25% match. The match may include in kind services, an acceptance of lower purchase price by the owner, or contributions to the project by the county commission. Letters of intent must be submitted to KDEM by October 24, 2019. Selected applications will be submitted to FEMA for official funding in April of 2020.

Flood-prone property buyout with FEMA disaster funds			75%	25%		
			FEMA funds	Reduced cash to seller	County funds	County in-kind
<i>Hypothetical Example and Estimates</i>						
Total project cost	\$190,700		\$143,025	\$25,000	\$9,675	\$13,000
Residential property appraised value	\$175,000		\$143,025	\$25,000	\$6,975	
Asbestos inspection	\$200				\$200	
Closing costs and deed	\$2,500				\$2,500	
Demolition and removal of structures	\$10,000					\$10,000
Site stabilization	\$1,000					\$1,000
Application and project administration	\$2,000					\$2,000

Recommended Action:

Authorize staff to investigate potential buyouts with affected or interested landowners.

Kansas Emergency Management Agency
Application Information
Hazard Mitigation Grant Program FEMA-4449-DR

Introduction

Federal funds will be available for the Hazard Mitigation Grant Program (HMGP) as a result of the Presidential Disaster Declaration received on June 20, 2019. Through this grant program, the Federal Emergency Management Agency (FEMA) provides funds to States and local governments to implement hazard mitigation measures to reduce losses of life and property damage. The Kansas Division of Emergency Management (KDEM) administers this federal grant program.

KDEM is encouraging all jurisdictions that were in declared counties to take advantage of this opportunity to reduce disaster losses in their communities by applying for these grant funds.

Eligible Applicants

Public agencies, including State and Local governments are eligible to apply for HMGP funds. In addition, certain private non-profit organizations or institutions that provide essential services to the general public are eligible to apply for HMGP funds.

To be eligible for the full range of HMGP projects, jurisdictions must have a FEMA approved hazard mitigation plan, that has been adopted, and all proposed projects must be identified in the plan.

Eligible Project Types

Examples of HMGP projects include, but are not limited to:

- Initiative Projects such as development or improvement of warning systems with mitigation as an essential component;
- Construction of safe rooms for public structures that meet the FEMA construction criteria in FEMA 361 "Design and Construction Guidance for Community Safe Rooms", and ICC 500 "International Code Council 500".
- Acquisition of property and/or relocation of homes, businesses, and public facilities from hazard prone areas;
- Wildfire Mitigation such as creating defensible space, application of ignition-resistant construction, and hazardous fuel reduction;
- Structural Hazard control or protection measures such as flood walls, detention basins and other storm drainage upgrades; and

HMGP Priority

The State's top priority for the HMGP is to fund projects in the declared counties that reduce or eliminate damages to life and property.

Project Funding

The Federal share of HMGP cannot exceed 75% of the total eligible project cost. The 25% non-Federal share may be met with cash, contributions, certain other grants such as Community Development Block Grants, Increased Cost of Compliance (ICC) flood insurance payments, in-kind services, USDA loans (population cannot exceed 20,000).

Application Process and Schedule

Letters of Intent are required for each project and are attached. Letters of Intent must be post-marked or received by **October 24, 2019** to be considered for this funding cycle. These should be mailed to:

Kansas Division of Emergency Management Email – Jeanne.l.bunting.nfg@mail.mil
2800 SW Topeka Blvd
Topeka, KS 66611
Attention: Hazard Mitigation Section

Applicant's Letter of Intent (LOI) that appear eligible will be scored by the Kansas Hazard Mitigation Team (KHMT). Only the LOI's that are selected will be sent full applications to apply for this HMGP cycle. The number of LOI's awarded application development will be for double the amount of funds given for the cycle; this will allow for the possibility of applications that are withdrawn or that are ineligible.

Applications that are complete and within HMGP program funding constraints will be submitted for funding consideration to FEMA prior to **April 23, 2020**.

Additional information about the HMGP is available at:
<http://www.fema.gov/government/grant/hmgrp/index.shtm>

Application Process/Project Development

A. Concept of Operations

Normal Application: The normal application process letters of intent must be submitted first. Letter of intent will be reviewed for program eligibility and project application packages will be sent out for project development (this is to allow for projects that could be withdrawn and so all Federal funds can be appropriated and expended). Full project applications will be evaluated by the KHMT after the deadline for submission has passed. Projects will then undergo a cost-effectiveness, environmental, and completeness review conducted by mitigation staff. Projects will then be submitted to FEMA for approval. It is hoped that this can occur on or near the one year anniversary date of the disaster declaration.

The timeline for this process is as follows:

Application Time Period	Event
Week 0	Disaster Declared
Week 12	Letter of Intent period opens
Week 18	Letter of Intent period closes/LOIs due to KDEM
Week 18 – 24	Letters of Intent are reviewed and scored based on criteria
Week 24 - 30	Letters for approval/denial sent out with applications/reasonings and further options
Week 30 – 38	Applications due to KDEM for Review
Week 32 - 40	Review of completed applications is complete
Week 40 - 44	Applications sent to FEMA and finalized with FEMA RFI (request for information)

B. Letter of Intent Submission

1. The community will submit a Letter of Intent to the State Hazard Mitigation Officer (SHMO) by the deadline identified on the Letter of Intent.
2. The Letter of Intent will be scored for approval for further review, so justify, justify, and then justify some more.
3. The letter of intent will include:
 - a. Local point of contact information (name, organization, address, telephone number, and e-mail address)
 - b. An estimated project cost
 - c. A brief description of the project
4. The SHMO will review the letters of intent to ensure the project is eligible for program funding.
5. Only applicants submitting a letter of intent that made the scoring cut will receive an application package.

C. Full Project Application Development and Submission

1. The SHMO is responsible for ensuring that application packages and other supporting information is provided to HMGP applicants. Application forms will be provided to the local point of contact, along with other information to assist them in developing the project.
2. The SHMO will have final determination/approval of all applications submitted to FEMA.

Hazard Mitigation Grant Program – Letter of Intent (LOI)

Submitted to: Jeanne Bunting, State Hazard Mitigation Officer (SHMO)
Kansas Division of Emergency Management
2800 SW Topeka Blvd
Topeka, KS 66611

Phone: (785)-646-2307 Fax: (785)-646-2002

Email: Jeanne.l.bunting.nfg@mail.mil

This letter is to notify you that the below intends to participate in the 404 Hazard Mitigation Grant Program, subsequent to the Federal Disaster Declaration FEMA-4449-DR--KS

The following information is furnished in support of this notification:

Name of Applicant/Organization: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Please thoroughly describe the project and benefits on a separate attachment and itemize as follows for each project:

1. Summary title of project and cover letter with contact information.
2. Detailed description of the proposed mitigation measure or project and its benefits to the community. If available and where appropriate, include photographs.
3. Approximate total cost of the project.
4. Location of proposed mitigation measure or project. Include community map identifying project location.
5. Additional supporting information – including references to your All Hazards Mitigation Plan.
 - **See page 2 for additional information to be included (If this additional information is not included your project will not be reviewed for further funding opportunity)**

I understand that the local share of project funding will be 25% of the total project cost and that we will contribute ☐ all, or ☐ seek funding elsewhere for the matching share of the mitigation project.

Signed: _____ Date: _____

Page 2 of the Letter of Intent

1. How does the project provide mitigation?
 - a. What hazard does the project address?
 - b. Is it preparedness or maintenance?
2. Has the proposal been developed using FEMA program eligibility guidance?
 - a. The Hazard Mitigation Assistance Unified Guidance is available in the FEMA Library.
3. Is the proposal consistent with the mitigation objectives of the approved local plan?
4. Does the project contain specific information such as: If the project is:
 - a. An excavation or drainage ditch – how deep is it?
 - b. An elevation – how high is it?
 - c. Protection of homes – how many will it benefit?
 - d. Property acquisition – how many in total will be acquired?
 - e. An education program – who is the audience and what is the message?
 - f. A publication – how many will be printed and how will they be distributed?
5. Does the project involve environmental issues such as site remediation, hazardous materials, etc.? Have you contacted the appropriate agencies?
6. Are there any historic site issues connected with the project?
7. If the project involves “private property” how is the public served and what are the public benefits?
8. Regarding funding:
 - a. Have you considered how will your share of the project be paid for?
 - b. Have other sources of funding been identified?
 - c. Was application made for funding from another source?
 - d. What is the status of any pending request?
 - e. Have you developed a benefit to cost analysis?
9. Regarding NFIP:
 - a. Is applicant a participant in National Flood Insurance Program (NFIP)?
 - b. Is the applicant participating in Community Rating System (CRS)?
 - c. Does the project involve Severe Repetitive Loss (SRL) properties? How many?
 - d. Does the project involve Repetitive Loss properties? If So, How many?
10. Regarding maintenance:
 - a. Could the problem have been resolved through maintenance?
 - b. Was the “project” maintained and is now in ‘working order’ and if so, then how will risks be reduced?
11. How is the project unique? Describe what makes it stand out from others.