

Memorandum
City of Lawrence
Public Works Department

TO: David L. Corliss
FROM: David P. Cronin, Project Engineer
CC: Charles Soules, Shoeb Uddin, Mark Thiel
Date: June 10, 2009
RE: George Williams Way:
6th St. to Overland Dr. – Proj. No. 14-CP4-407(BD)
Overland Dr. to North City Limits – Proj. No. 15-CP5-407(BD)

Please include the following item on the City Commission consent agenda for consideration at the May 5, 2009 meeting:

Approval of Change Orders No. 3 thru 6

-Change order 3 – The water line on 6th Street was approx 12 lower at the tie in point than expected. Additional fittings and Labor

-Change Order 4 – The ITS conduit under GWW was previously damaged (unknown) Contractor repaired.

-Change Order 5 - Asphalt price adjustment works both ways and @ this time is a reduction in cost.

-Change Order 6 – Due to the elevation of GWW access to the property on the NE corner of GWW and 6th Street was not reasonable. The owners have provided a public access easement and have agreed to a shared entrance. The CO allows the project to grade an access that is acceptable to all parties. The cost is due to the extent of the cut through rock.

- NET of CO 3-6 is \$32,849.41

All change orders are funded 100% by the benefit district; 0% by the City at large.

Project Details: The project includes the construction of George Williams Way from 6th Street to the north city limits, including streets, sidewalks, multi-use paths, storm sewer, waterline and sanitary sewer improvements.

Project Status. The project is 35% complete and is on schedule to be completed in the allowed contract time.

Project Funding: The benefit district is paying for 100% of the cost except the city-at-large will pay \$200,000. The City's at-large share of the improvement district has not changed since the district was initially proposed in 2007.

ORIGINAL BID AMOUNT	\$2,210,153.40
CHANGE ORDER 1 Underdrain	\$7,500.00
CHANGE ORDER 2 Underdrain/Rip Rap/Filter Fabric	\$11,000.00
CHANGE ORDER 3 Waterline Tie in lower than Plan	\$2180.00
CHANGE ORDER 4 Replace Damaged ITS conduit	\$4725.00
CHANGE ORDER 5 Asphalt Adjustment	(\$9126.59)
CHANGE ORDER 6 Property Access Item1	\$35,071.00

Total Amount to be approved:

\$32849.41

TOTAL PROJECT COST

\$2,261502.81

Action Request. Public Works staff requests approval of Change Orders No. 3 through 6 in the amount of \$32,849.41

Accept public access easements [Item2](#)

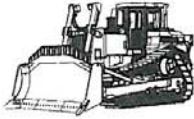
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "David P. Cronin". The signature is fluid and cursive, with the first name "David" being the most prominent part.

David P. Cronin
Project Engineer

[Item1](#)

KING'S CONSTRUCTION COMPANY, INC.



205 Walnut St., P.O. Box 188 Oskaloosa, Ks. 66066
785.863.2534, 785.863.2880 (Fax)

"PLAYING IN THE DIRT...IT'S WHAT WE DO"

June 8, 2009

Lawrence Public Works
ATTN: Chuck Soules
P.O. Box 708
Lawrence, KS 66044

Chuck,

King's Construction Company has been asked to provide a price for constructing a driveway at 16+90 right on the George Williams Way project. King's proposes perform the necessary clearing, grubbing, and erosion control measures, and to construct the driveway with a width of 30' with a profile grade of 8%, and back slopes no steeper than 3:1. Additionally, we would furnish and place a 6" AB-3 surfacing course.

The total for this additional work would be \$35,071.00.

Let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan C. King". The signature is stylized and cursive.

for
Dan C. King
Vice President

Item2

**PERMANENT AND PERPETUAL
UTILITY AND PUBLIC ACCESS EASEMENT**

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a permanent and perpetual utility easement and public access easement for the connection, construction, installation, reconstruction and maintenance of utilities, drainage facilities and other related facilities appurtenant thereto, and for public access purposes, including but not limited to street, curb and gutter, sidewalk, pedestrian access, and other related facilities appurtenant thereto, in, over, under, through, upon and across the following described tract of real estate situated in the City of Lawrence, Douglas County, Kansas, to-wit:

LEGAL DESCRIPTION:

The South 30 feet, of the West 410 feet, of Lot 17, Block 5, Oregon Trail Addition 2nd Plat, a subdivision in the City of Lawrence, Douglas County, Kansas.

Grantee shall have the right of ingress and egress upon the above described easement for the purpose of connection, construction, installation, reconstruction and maintenance of said public access, utilities and drainage facilities and appurtenances thereto and otherwise make all uses of said easement and do all things necessary or proper for the use of said easement for said public purposes.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said easement, and will forever warrant and defend the title thereto.

THIS PERMANENT AND PERPETUAL UTILITY AND PUBLIC ACCESS EASEMENT runs with the land and inures to the benefit of and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS 3rd day of June, 2009.

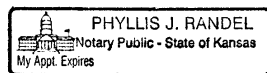
OREGON TRAIL HOLDINGS, L.C.,
a ~~Kansas limited liability company~~

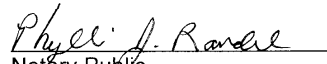
By 
Roger D. Johnson, Manager

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 3rd day of June, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Roger D. Johnson, Manager of Oregon Trail Holdings, L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of said company.

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




Notary Public

My Commission Expires: March 15, 2013

**PERMANENT AND PERPETUAL
UTILITY AND PUBLIC ACCESS EASEMENT**

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LEGAL DESCRIPTION:

The North 30 feet of a tract of land in the Southeast Quarter of Section 29, Township 12 South, Range 19 East of the Sixth Principal Meridian described as follows: Beginning at a point on the west line, 344.49 feet North of the Southwest corner of said quarter section, said point being on the North right-of-way line of US 40; thence North 01°59'09" West, along said west line, 345.51 feet; thence North 88°04'34" East, 407.83 feet; thence South 02°01'38" East, 615.00 feet to said north line of West 6th Street; thence South 88°04'34" West, along said north line, 326.87 feet; thence North 43°30'56" West, along said north line, 44.48 feet; thence North 02°27'00" West, along said North line, 236.29 feet; thence South 88°00'51" West, along said north line, 50.00 feet to the point of beginning.

Grantee shall have the right of ingress and egress upon the above described easement for the purpose of connection, construction, installation, reconstruction and maintenance of said public access, utilities and drainage facilities and appurtenances thereto and otherwise make all uses of said easement and do all things necessary or proper for the use of said easement for said public purposes.

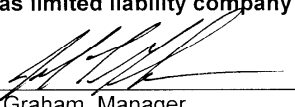
Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said easement, and will forever warrant and defend the title thereto.

THIS PERMANENT AND PERPETUAL UTILITY AND PUBLIC ACCESS EASEMENT runs with the land and inures to the benefit of and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS 3rd day of June, 2009.

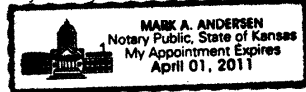
ROOT, L.C.,
a Kansas limited liability company

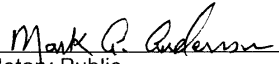
By: 
Jack L. Graham, Manager

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 3rd day of June, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jack L. Graham, Manager of Root, L.C., a Kansas limited liability company, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of said company.

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




Notary Public

My Commission Expires: April 1, 2011