

Memorandum

City of Lawrence

Public Works

TO: David L. Corliss, City Manager
FROM: Charles F. Soules, Director of Public Works
CC: Cynthia Boecker, Diane Stoddard, Jonathan Douglass, Shoeb Uddin, Mark Thiel
Date: November 24, 2010
RE: **Kasold Drive, Clinton Parkway to 31st Street
Street, Storm Sewer, Waterline Improvements
Project No. PW0903**

Project Background:

November 2008	Voters passed 0.3% sales tax for infrastructure and equipment
May 5, 2009	Received City Commission approval to begin negotiations for engineering services with Bartlett and West (B&W)
June 9, 2009	City Commission authorized agreement with Bartlett & West for design
June 27, 2009	Presented to City Commission, 2009 Street Maintenance Program and Sales Tax Projects
August 31, 2009	Public Meeting
November 3, 2009	City Commission discussion
September 14, 2010	City Commission approved final design and schedule
November 2, 2010	City Commission approved city/state agreement
November 17, 2010	KDOT received bids

Project Description:

The pavement on Kasold Drive, from 31st Street to Clinton Parkway, will be replaced with 10" concrete, and the sidewalk and recreational path will be connected around the curve to 31st Street to provide a continuous pedestrian and bike facility. The need for turn lanes and medians has been reviewed during the design process. Traffic control will probably be the most significant issue as several neighborhoods have only a single exit access onto Kasold.

Design:

- **Improved site distance on vertical curve at 24th Street.** To improve the vertical curve and sight distance at 24th Street the adjacent retaining wall and recreation path will be replaced. The blocks in the existing wall will be reused. In addition to improving the vertical sight distance, reconstructing the existing retaining wall allows us to build it outside of the horizontal sight triangles, which will additionally improve intersection safety at 24th Place and 24th Street.
- **Medians/Left-Turn Lane.** The road will be 5 lanes wide. Medians will occupy the center lane where left turning movements are not necessary.
- **Traffic Control.** One lane in each direction will be maintained. Access to the offices both east and west of Kasold at Clinton Place and Clinton Parkway Court will be maintained. Left turns will be restricted through the construction limits except at Clinton Place and Clinton Parkway Court.
- **Utility Relocation.** We continue to try to minimize all utility relocation. A force main along the curve will need to be relocated for a few hundred feet to install the right-turn lane. Some adjustments for the waterline to get around storm sewer inlets will be needed.

Other utilities will complete their relocations prior to bidding.

- **Right-of-Way/Easements.** The project did not require any right-of-way. Construction easements have been obtained in a few places to appropriately tie in grades for maintenance.
- **Intersection at Clinton Parkway.** Future traffic projections and intersection geometrics indicate the necessity for dual left-turn lanes. The existing median will be removed and a yellow striped area will replace the median so that in the future the second left-turn lane can be added without reconstruction. Additionally, a right turn lane will be added to the project to improve traffic flow and efficiency of the intersection.

Schedule:

KDOT received bids on November 17, 2010. Eight bids were received with the low bid of Kings Construction at \$4,236,647.24 (bid tab attached). Per the specifications the Notice to Proceed shall be issued not later than March 15th, 2011 with a calendar completion of December 2011. In discussions with Kings Construction, they would like to start earlier. Tentatively with contracts, holidays, and material delivery construction could begin in January or February.

The improvements will encroach into Southern Stars' easement and attached is an agreement which will allow the City improvements to encroach into the easement. Southern Star will charge the City \$75,000.00 to uncover and re-coat their pipeline.

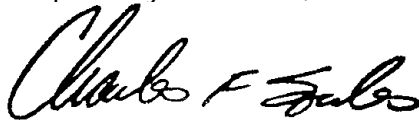
Funding:

This project is to be financed from the approved sales tax. KDOT is contributing approximately \$1 million. City staff will complete inspection/construction engineering for this project. KDOT will ask the City to remit half of the City share by January 2, 2011 and the remainder January 2, 2012.

Action Requested:

- 1) Authorize the City Manager to execute the agreement and PO in the amount of \$75,000.00 with Southern Star.
- 2) Adopt Resolution No. 6914, accepting the bid from Kings's Construction for the reconstruction of Kasold south of Clinton Parkway in the amount of \$4,236,647.24 (bid by KDOT on 11/12/2010) and authorize the first of two payments to KDOT in the amount of \$1,665,000.00 (infrastructure sales tax funds). (attached)

Respectfully Submitted,



Charles F. Soules, P.E.
Director of Public Works

CFS/ch

As Read By Project (Bidders List by Individual Project)**Date:** 11/17/2010**Contract Number:** 510112031**Project Number:** 023 U 2231-01**Federal Number:** STP-U223(101)**Description:** GRADE & SURFACING**County:** DOUGLAS**State Ties:****Total Records:** 8Helpful definitions

Contractor Name:	Bid Amount:
KING'S CONSTRUCTION COMPANY INC	\$4,236,647.24
JOHNSON, R D EXCAVATING CO INC	\$4,368,294.69
UPPER PLAINS CONTRACTING INC	\$4,387,699.60
MILES EXCAVATING INC	\$4,589,188.73
KANSAS HEAVY CONSTRUCTION LLC	\$4,636,313.03
SAPP, EMERY & SONS INC	\$4,670,324.20
AMINO BROTHERS COMPANY INC	\$4,860,454.04
CLARKSON CONSTRUCTION COMPANY	\$5,226,564.87

RESOLUTION NO. 6914

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

November 19, 2010

2 Copies to City
Project Number: 23 U-2231-01
STP-U223(101)
City of Lawrence

WHEREAS bids were received at Topeka, Kansas on 11/17/2010 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
KING'S CONST. CO., INC. P O BOX 188 OSKALOOSA, KS 66066	Grade & Surfacing	\$ 4,236,647.24

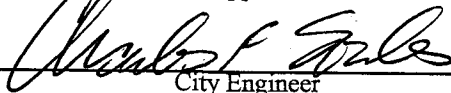
WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of the bid plus an estimated \$92,017.00 for construction engineering less \$1,000,000.00 Maximum Federal Funds = \$3,330,000.00 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$3,330,000.00 which are required for the matching of Maximum Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas in two equal payments. The first half of \$1,665,000.00 being made on or before 1/2/2011 and the second half of \$1,665,000.00 being made on or before 1/2/2012 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

Adopted this ____ day of _____, at _____, Kansas.

Recommended for Approval:



City Engineer

_____, Mayor

Attest:

_____, Member

(Seal)

_____, Member

City Clerk

INVOICE

Keep for your Records

First Half \$1,665,000.00 Due On Or Before 1/2/2011

Second Half \$1,665,000.00 Due On Or Before 1/2/2012

PRELIMINARY STATEMENT OF COST

23 U-2231-01

STP-U223(101)

Kasold DR From Clinton Pkwy 23rd St to 31st St.

City's
Share

Actual Bid	\$4,236,647	
Water (for Grading)	\$4,200	
Subtotal	\$4,240,847	
Less Federal-aid Non-Participating Const. Costs	(\$140,400)	
Less Federal-aid Non-Participating CE. Costs	(\$2,808)	
Sub-Total Participating Const.	\$4,097,639	
LPA CE Contract	\$0	
KDOT CE Estimated	\$84,817	
Federal Participating Construction & CE	\$4,182,456	
Const. Federal Non-Participating	\$140,400	
CE Federal Non-Participating	\$2,808	
80% Federal Funds		
20% City Funds	\$250,000	
100%City Funds Due to Max.	\$2,932,456	
City's Share	\$3,325,664	
Amount to Bill City (Rounded up)	\$3,330,000	
Total Project Cost	\$4,325,664	
Federal Funds	\$1,000,000	
City Share	\$3,325,664	
State of Kansas	\$0	
	<u>\$4,325,664</u>	

11/19/2010

STATE OF KANSAS

Tract # 12397, 25058, 29060

COUNTY OF JOHNSON

Lines EK & ES

**REIMBURSEMENT and ENCROACHMENT AGREEMENT
for the KASOLD STREET IMPROVMENTS**

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.** (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware Corporation with its principal place of business being 4700 Highway 56, Owensboro, Kentucky 42301 or P. O. Box 20010, Owensboro, Kentucky 42304 respectively, hereinafter referred to as “COMPANY” and the **THE CITY OF LAWRENCE, KANSAS**, a municipal corporation having an address at City Hall of 6 East 6th Street, Lawrence, Kansas 66044-2268, hereinafter referred to as “CITY”,

WITNESSETH:

WHEREAS, COMPANY is the owner of a 16-inch natural gas pipeline and easements, therefore across the following land to wit:

The Northwest Quarter of Section 11, Township 13 South, Range 19 East, Douglas County, Kansas

by virtue of a right of way contract from Merle F. Ward and Catherine Ward, to Cities Service Gas Company, dated February 9, 1956, recorded in Volume 192, Page 237 in the Office of the Register of Deeds, and that right of way contract granted by Thomas H. Woodbury and Madelene O. Woodbury, his wife, to Cities Service Gas Company, dated March 31, 1967, covering a tract of land; beginning at a point 688 feet South of the Northwest Corner of Section 11, Township 13 South, Range 19 East and 941 feet South 51°23' East along said pipeline; thence to the right 65°, 292 feet along present cable, thence to the right 74° along the old ground bed 191 feet to the Northwest and 125 feet to the Southeast, recorded in Volume 251, Page 205, in the Register of Deeds Office of Douglas County, Kansas, and a right of way contract dated August 2, 1948, granted by Merle Ward, Catherine Ward, Wily Ward, and Elmyra Ward, to Stanolind Pipe Line Company, and recorded in Volume 165, Page 349, in the Register of Deeds Office of Douglas County, Kansas; and

The West Half of the Southwest Quarter (W ½ SW ¼) of Section 11, Township 13 South, Range 19 East, Douglas County, Kansas

by virtue of a Right of Way Contract from A. B. Cummings, et ux, to Sinclair Pipeline Company, dated July 19, 1923, recorded in Book 114, Page 62 in the office of the Register of Deeds of Douglas County, Kansas; and a Right of Way Contract from Burt Jewett and Dora Jewett, his wife, to Cities Service Gas Company, dated July 15, 1929, recorded in Vol. 125, Page 139, in the office of the Register of Deeds of Douglas County, Kansas; and an Agreement and Partial Release between Edward S. Church, Sally S. Church, Neil Harris, Marion E. Harris, Daryl G. Beene, Deborah S. Beene, Jane R. Harris, Roger N. Harris, Joe R. Haase, Janice B. Haase, Samuel R. Shipstead, Jacqueline S. Shipstead, dated September 13, 1976, recorded in Volume 314, Page 1715, all of record in the office of the Register of Deeds, Douglas County, Kansas,

WHEREAS, the CITY is in possession of a tract of land known as public right-of-way along and adjacent to Kasold Street located within the following described tract of land:

Part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 11 and part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 11, Township 13 South, Range 19 East in Douglas County, Kansas, and

WHEREAS, the CITY desires to encroach with a street and roadway on the ES 16" and EK 16" natural gas pipeline easements along the east and west sides of Kasold Street for development of the land, in such a manner as to conflict, interfere with, and encroach on Company's easement rights; and

WHEREAS, under the terms of this agreement COMPANY will uncover, inspect, and recoat its pipeline to accommodate said encroachment;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, COMPANY and CITY agree as follows:

1. CITY shall be permitted to construct the following items of encroachment according to the plans submitted to and approved by COMPANY:
 - a) Improvements to Kasold Drive across COMPANY'S pipeline shall be constructed including street and roadway improvements along Kasold Drive and across COMPANY'S pipeline, all as shown on Sheet 11 and Sheet 17, of the Bartlett and West drawings for Kasold Drive, 31st Street to Clinton Parkway Street & Storm Sewer Improvements Street dated July, 2010, and revised in October, 2010 of the above referenced drawings, which are attached to and made a part of this agreement. However COMPANY'S minimum specifications shall apply of the 5 feet and 6 inches of undisturbed soil between bottom of the road and the top of the pipe and according to the minimum specifications shown on COMPANY'S drawing number STD-ENC-X-RD, which is attached hereto and made a part hereof.
 - b) A 5 foot sidewalk, curb, and a 5 foot by 3 foot reinforced box.
2. COMPANY will uncover, inspect, and recoat approximately 15 feet on the east and west sides of the EK-16" and ES-16" high pressure natural gas pipelines.

3. COMPANY will allow the encroachment of the street and roadway improvements, and sidewalks as shown in sheet # 11 of the Bartlett and West drawings for Kasold Drive, 31st Street to Clinton Parkway Street & Storm Sewer Improvements Street dated July, 2010
4. CITY agrees to reimburse COMPANY Seventy-Five Thousand and 00/100 (\$75,000.00) for its share of the costs and charges of uncovering, inspecting, and recoating the pipeline.
5. After the execution of this Agreement, CITY shall advance to COMPANY \$75,000.00 which represents 100% of the total cost, which shall be credited to the obligation to CITY herein.
6. COMPANY and CITY agree that it is in their best interest to proceed as in a timely manner after execution of this agreement.
7. In the event CITY, for whatever reason, requires additional work to be done or material to be used by COMPANY not contemplated by or included in COMPANY'S original scope of work, CITY agrees to pay COMPANY all additional direct and indirect costs incurred by COMPANY to satisfy such additional requirements made by CITY.
8. Subject to natural gas throughput commitments and to the provisions of paragraph 14 herein, COMPANY will endeavor to commence performance of the work contemplated by this Agreement as soon as reasonably possible, provided that COMPANY shall not be obligated to commence or continue performance of the work in the event, in COMPANY opinion, weather conditions or an event of force majeure prevents such work from being performed by COMPANY or its contractor. In no event shall COMPANY be liable for any consequential or incidental damages to CITY or any other person or entity, including, without limitation, any third party beneficiary.
9. After COMPANY has advised CITY that the recoating of the pipeline has been completed, CITY shall be permitted to begin construction of its improvement project to the extent permitted herein. CITY shall notify COMPANY at least 48 hours prior to commencing work on COMPANY easement by calling COMPANY'S Kansas City District Office at (913) 422-6301.
10. All work on COMPANY easement shall be performed in a workman like Manner and in compliance with acceptable governmental and industry standards and codes.
11. CITY agrees to indemnify, save and hold COMPANY, its parent and affiliates and the employees, officers, directors and agents thereof, harmless from and against any loss, cost or expense incurred by COMPANY, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorneys' fees which arise out of, or are claimed to have arisen out of, the construction, maintenance or other operations of CITY, its contractors and subcontractors, on the COMPANY easement.
12. Prior to commencement of construction of CITY'S proposed encroachments, CITY shall provide COMPANY certificates of insurance expressly naming Southern Star Central Gas Pipeline, Inc. as an additional insured and evidencing coverage of one million dollars (\$1,000,000.00) general liability, and one million dollars (\$1,000,000.00) auto liability, and one million dollars (\$1,000,000.00) workers compensation and employers liability insurance for the construction of the proposed encroachments described herein, and containing 30 days

notice of cancellation. CITY'S obligation to provide the insurance described herein shall terminate following the completion of construction of the encroachments described herein

13. CITY acknowledges that the natural gas pipeline is cathodically protected and hereby relieves COMPANY of any liability for damage to any of the encroachments described herein due to said cathodic protection.
14. In the event it shall become necessary for either party to commence litigation to enforce any provision of this Agreement, the cost of attorney's fees and attendant expenses will be payable by the unsuccessful party.
15. The terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of Parties herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, we hereunto set our hands and deals on the day and year below our signatures indicated.

THE CITY OF LAWRENCE, KANSAS, a municipal corporation

By: _____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____
Robert S. Bahnick, Senior Vice President Operations & Technical Services

Date: _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF: KANSAS)
) SS
COUNTY OF: DOUGLAS)

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this ____ day of _____, 2010, personally appeared, _____ who being duly sworn, did say that _____ is the _____ of The City of Lawrence, Kansas, and that said instrument was signed on behalf of said City by authority of its City Council and said _____, acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year above written.

Notary Public

SEAL

My Commission Expires: _____.

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF KENTUCKY

COUNTY OF DAVIESS

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared Robert S. Bahnick, who acknowledged himself to be the Senior Vice President, Operations of SOUTHERN STAR CENTRAL GAS PIPELINE, INC. and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President, Operations.

In witness whereof, I hereto set my hand and official seal.

Notary Public

My Commission Expires: _____