



**SEDGWICK COUNTY, KANSAS  
FINANCE DEPARTMENT  
PURCHASING DIVISION**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055

[www.sedgwickcountv.org/finance/purchasing.asp](http://www.sedgwickcountv.org/finance/purchasing.asp)

**REQUEST FOR PROPOSAL  
COLD MIX ASPHALT PLANT  
#16-0111**

December 22, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking proposals for qualified service provider(s) to supply, install, construct and setup a cold mix asphalt plant for Sedgwick County. The County may choose more than one vendor to perform the services requested. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

**PRE-PROPOSAL MEETING**

A **pre-proposal meeting** will be held on site. Interested proposers are to meet at the Sedgwick County West Yard office located at 4701 S. West St., Wichita, KS 67217 beginning at 10:00 a.m. CST on **Thursday, January 5, 2017. This will be the only time to meet directly with county staff to answer questions concerning this project.** General contractors are encouraged to have their subcontractors attend this meeting to view the site conditions.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit (1) one original and (5) five electronic copies (USB Drive) of the entire document and return to the Sedgwick County Purchasing Division, 525 N. Main, Suite 823, Wichita, Kansas 67203 with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday January 17, 2017. Proposals must be sealed in an envelope and marked with the firm's name and address, proposal number, proposal opening date, and proposal opening time.** Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Kristen McGovern  
Senior Purchasing Agent

## **1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid/quotation meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award recommendation.** As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **2. GENERAL & BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at nearly 503,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, e.g. - public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County Public Works (SCPW) is in need of a new cold mix asphalt plant for its West Yard located at 4701 S. West St., Wichita, KS 67217. SCPW has evaluated different types of asphalt plants and has determined that these published minimum requirements for a cold mix plant are best suited for its needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other asphalt plant equipment will be compared.

There is an existing asphalt pugmill plant at the West Yard that will be decommissioned by SCPW and will become the property of the selected vendor. The proposed cold mix asphalt plant is to occupy the same approximate location. The work will include:

1. Supply, install, construct and setup a fully operational cold mix asphalt plant with a twin shaft pugmill rated at approximately 275 tons per hour and includes a recycle/dust inlet system into the dryer.
2. Take possession of the decommissioned pugmill and related equipment, and remove all equipment from the site. SCPW will decommission the plant according to the selected vendor's instructions as is reasonably possible. No cranes are available from SCPW.
3. Design and construct any and all necessary concrete footings for the proposed equipment. The existing concrete foundation will be eradicated by SCPW unless otherwise instructed by the selected vendor.

4. Provide training on plant operations and included hardware and software to control the mix process to the satisfaction of SCPW personnel.

Additional **optional** equipment shall be included in the proposal to add pavement recycling and paving capabilities. Sedgwick County may choose to add **one or both optional** equipment if they meet required needs, quality levels, and budget constraints. **Optional** equipment to be added to the proposal includes:

1. Asphalt pavement recycle system to include the following major components:
  - a. Recycle bin with air cannon(s);
  - b. feeder system with flow detectors and speed sensor;
  - c. bin grizzly;
  - d. intermediate conveyor;
  - e. scalping screen assembly;
  - f. recycle weigh conveyor.
2. Fully automated mid-size conveyor feed paver with an adjustable screed capable of 15 ft. or greater paving widths.

**The specifications for performing these functions are detailed in the attached special provisions.**

Attached to this RFP for proposer's use is a vicinity map indicating the location of the Sedgwick County West Yard and a plant site diagram depicting the existing pugmill plant and its components. Of particular note is the location of electrical and gas hookups, as well as specific equipment that will remain the property of Sedgwick County.

### **3. QUESTIONS and CLARIFICATIONS**

Any questions regarding this document must be submitted in writing to Kristen McGovern at [kristen.mcgovern@sedgwick.gov](mailto:kristen.mcgovern@sedgwick.gov) by 5:00 p.m. (CST), Monday January 9, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) under Current RFPs/RFOs; to the right of the RFP number by Thursday January 12, 2017 by 5:00 p.m. (CST). **Vendors are responsible for checking the website and acknowledging any addenda on their response form.**

### **4. SCOPE OF SERVICES**

Provide, construct, install and setup as specified herein for the new cold mix asphalt plant to include:

1. Provision of a new, fully operational cold mix asphalt plant meeting the attached specifications. Standard equipment shall include:
  - a. rotary drum dryer;
  - b. recycle/dust inlet system;
  - c. baghouse filter;
  - d. four (4) cold feed bins;
  - e. conveyor and scalping screens;
  - f. discharger conveyor and pugmill;
  - g. twin shaft pugmill;
  - h. stacking conveyor;
  - i. emulsion tank;
  - j. control room.
2. Remove existing pugmill and all related equipment from the site after it is decommissioned and dismantled by SCPW.
3. Design and construct new concrete footings, as necessary, for the new asphalt plant.

4. Provide training on plant operations and included hardware and software to control the mix process to the satisfaction of SCPW personnel.
5. If optional recycled system is selected, provide, install, and setup the recycle system meeting the minimum specifications included in the enclosed special provision. Provide additional plant operations training to the satisfaction of SCPW personnel. Standard components shall include:
  - a. Recycle bin with air cannon(s);
  - b. feeder system with flow detectors and speed sensor;
  - c. lump breaker;
  - d. bin grizzly;
  - e. intermediate conveyor;
  - f. scalping screen assembly;
  - g. recycle weigh conveyor.
6. If optional paver is selected, provide a conveyor fed asphalt paver meeting the minimum specifications included in the enclosed special provision. Training by the manufacturer or an authorized vendor is also included to the satisfaction of SCPW personnel. Standard components shall include:
  - a. mid-size conveyor-type paver with 8-ton minimum rated capacity;
  - b. dual operational controls;
  - c. vibratory heated screed; electric
  - d. screed extensions capable of seamless paving up to fifteen (15) feet minimum;
  - e. 16kW generator with 110 volt power outlet.

## **5. MINIMUM REQUIREMENTS**

The successful proposer(s) must meet the following requirements in order to provide a proposal:

- **Single-source Responsibility:** Obtain the cold mix asphalt plant and, if selected, recycle system components from one source. Proposer must list the manufacturer's name at the time of the bid opening. Upon award of contract, quoted manufacturer must be utilized without substitution.
- **Manufacturer's Qualifications:** The manufacturer of the asphalt plant or plant components shall be regularly engaged in the production of the type of asphalt plant specified in the attached special provision. They shall show evidence of having an adequate manufacturing facility, equipment, and quality control equipment. The manufacturer must provide evidence that they have sold a minimum of five (5) similar asphalt plants in the most previous 24 months. Provide the business name, address, contact name, phone number, e-mail address, and a brief description of products/services provided for at least three (3) of the clients.
- **Installer's Qualifications:** The asphalt plant installer shall be regularly engaged in the erection of plants similar to that specified in the attached special provision. The installer must provide evidence that they have erected and installed similar asphalt plants regularly for a minimum of five (5) years. Provide the business name, address, contact name, phone number, e-mail address, and a brief description of products/services provided for at least three (3) of the clients.
- Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
- Be duly qualified to do business in the State of Kansas upon contract award. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the Contract Documents and be legally bound by same.

- Must provide secured handling of all County records and materials.
- Identify a single point of contact for concerns and/or questions.
- Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services and/or products.

**6. SEDGWICK COUNTY’S RESPONSIBILITIES**

To assist the successful respondent, Sedgwick County will do the following:

- Provide information, as legally allowed, in possession of the County, which relates to the County’s requirements for this project or which is relevant to this project.
- Designate a person to act as the County’s contract manager with respect to the work to be performed under this contract.
- Provide a loader with forks and up to four (4) employees to facilitate the construction of the plant.
  - Labor shall remain onsite and will not operate equipment other than the loader to aid in the offloading and moving of small packages of parts and equipment.
  - Labor will not assist in construction of the plant equipment itself, but will remain onsite to observe and facilitate construction as agreed upon with the selected vendor.

**7. EVALUATION CRITERIA**

The selection process will be based on the responses to this RFP. The county will score each response on the following criteria:

| Component   | Points |
|---|--------|
| Technical Merit (construction schedule, warranty, knowledge of applicable laws and regulations, customer support, qualifications)   | 45     |
| Cost of proposed equipment  | 40     |
| Responsiveness (all required forms included in submittal, format followed, all Bonds included in response, required elements of proposal addressed) Responsiveness (all required forms included in submittal, format followed, all Bonds included in response, required elements of proposal addressed) | 10     |
| References  | 5      |
| Total Points  | 100    |

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

**8. CONTRACT TERM**

This is a Calendar Completion Date contract. The selected vendor shall complete all work necessary to fully operate the asphalt plant as the Contract Documents require before **the date stated in the vendor’s proposal**. If the selected vendor fails to complete all work necessary to fully operate the asphalt plant on or before **the date**

**stated in the vendor's proposal**, the selected vendor shall be liable for liquidated damages per the attached special provision.

Additionally, the selected vendor shall complete the remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training no later than **fourteen (14) calendar days after the date stated in the vendor's proposal**. If all remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training is not completed no later than **fourteen (14) calendar days after the date stated in the vendor's proposal**, the Contractor shall be liable for liquidated damages per the attached special provision.

## **9. MEASUREMENT AND PAYMENT TERMS**

Payments for all specified services will be made with the following criteria taken into consideration:

1. Board of County Commission approval of the recommended proposal.
2. Payments will be made from correct and detailed invoices submitted for completed services.

The Engineer will measure the asphalt recycling system by the lump sum. Excavation, backfilling and grading are subsidiary. The concrete foundation and footings are subsidiary. All mechanical and electrical connections required to operate and connect the recycling system to the cold mix asphalt plant are subsidiary.

Any cost for freight is subsidiary.

Any cost for necessary permits is subsidiary.

Payment for "Asphalt Recycling System" at the contract unit price is full compensation for specified work. Payment will be applied in accordance with the applicable negotiated Contract provisions. Contractor shall submit desired terms of payment with the proposal.

Contractor agrees that billings will be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing and under the Contract terms. County shall pay approved invoices net thirty (30) days.

## **10. PAYMENT AND INVOICE PROVISIONS**

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

## **11. CONFIDENTIAL MATTERS and DATA OWNERSHIP**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

## **12. INSURANCE COVERAGE**

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

### **Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

### **Commercial General Liability Insurance:**

#### **Bodily Injury:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

#### **Property Damage:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

#### **Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

### **Automobile Liability-Owned, Non-owned and Hired**

Each Occurrence Bodily Injury and Property damage \$500,000.00

General Aggregate \$500,000.00

### **Professional Liability**

**If required**

### ***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

## **13. INDEMNIFICATION**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other

agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**14. TERMINATION**

The County reserves the right to cancel the award before signing the contract without liability. The proposer assumes the risk for costs incurred, materials ordered, or work started before the County signs the contract. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County may hire another contractor, use County force, require the Surety, or any combination thereof to complete the contract. The County, Surety, or third party completing the contract may appropriate and use all materials on the project site and all materials paid for and stored off site. If the County hires a third party or uses the County's own forces to complete the contract, the Contractor and Surety are liable to the County for extra costs the County incurs to complete the contract. These costs include construction costs that exceed the original contract price and administrative costs that rise from the Contractor's breach. The County will deduct these costs from the contract funds. If the costs exceed the amount of contract funds, the Contractor and Surety shall pay the County the deficit. If the costs are less than the contract funds remaining, the County will pay the Contractor or Surety the balance.

**15. BONDING REQUIREMENTS**

1. A **Bid Bond** with a surety licensed in the State of Kansas and acceptable to the County Clerk in an amount to be at least five percent (5%) of the proposal. A certified or cashier's check made payable to the County Clerk of Sedgwick County, Kansas and drawn on a solvent Kansas bank may be offered in place of the bid bond. These checks are to be retained by the County Clerk until the contract for the project shall have been awarded and are a guarantee that if awarded the contract, the proposer will enter a contract and give bond requirements.
2. A **Performance Bond** equal to 100% of the project value shall be provided by the successful responder.
3. A **Payment Bond** will be required by the successful responder if subcontractors and sub-contractors are used on this project. The payment bond shall equal the value of the subcontracted work.

**16. TENTATIVE TIMELINE**

The following dates are provided for informational purposes and are subject to change without notice:

|  |                            |
|--|----------------------------|
| Distribution of Request for Proposal to interested parties         | <b>December 22, 2016</b>   |
| Pre-Proposal Meeting 10:00 a.m. CST                                | <b>January 5, 2017</b>     |
| Questions and clarifications submitted in writing by 5:00 p.m. CST | <b>January 9, 2017</b>     |
| Addendum Issued  | <b>January 12, 2017</b>    |
| Sealed Proposal due before 1:45 p.m. CST                           | <b>January 17, 2017</b>    |
| Evaluation Period  | <b>January 18-25, 2017</b> |
| Board of Bids and Contracts Recommendation                         | <b>January 26, 2017</b>    |
| Board of County Commission Award                                   | <b>February 1, 2017</b>    |

Work shall commence as soon as possible after notice to proceed is issued by the county. This is a Calendar Completion Date contract. The selected vendor shall complete all work necessary to fully operate the asphalt plant as the Contract Documents require before **the date stated in the vendor's proposal**. If the selected vendor fails to complete all work necessary to fully operate the asphalt plant on or before **the date stated in the vendor's proposal**, the selected vendor shall be liable for liquidated damages per the attached special provision.



Additionally, the selected vendor shall complete the remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training no later than **fourteen (14) calendar days after the date stated in the vendor's proposal**. If all remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training is not completed no later than **fourteen (14) calendar days after the date stated in the vendor's proposal**, the Contractor shall be liable for liquidated damages per the attached special provision.

## **17. GENERAL CONTRACT PROVISIONS**

[General Contractual Provisions](#)

## **18. PROPOSAL CONDITIONS**

[Request for Proposal Conditions](#)

## **19. MANDATORY CONTRACT PROVISIONS**

[Mandatory Contract Provisions](#)

## **20. PROPOSAL CONTENT**

Proposal response must include the following:

1. Proposal Response Form, completed and signed. Acknowledge any addenda issued on response form page.
2. Provide a brief overview and history of your company.
3. Detailed information outlining responses to our proposal request and the services you provide. Narrative should clearly address all items listed in Section 4 (Scope of Services) and Section 5 (Minimum Requirements) as outlined in this document. Specifically note all specifications of the equipment you propose to provide and any exceptions.
4. Discuss your company's experience providing similar services and capacity to provide services to County.
5. Specifically identify a completion date to complete all work necessary to fully operate the asphalt plant as the Contract Documents require. Provide a project schedule with specific milestones that shows how the work will progress to ensure compliance with the stated Calendar Completion Date requirements.
6. Include complete pricing and payment schedule listing the services proposed and rate for each service (including any additional fees or charges or minimum billable requirements).
7. Detail the assistance to be required by employees of Sedgwick County.
8. Provide three (3) references for which your organization has conducted similar services during the last five (5) years. Include name of business, address, phone number, contact person and title.
9. Any additional information necessary to assist the County in evaluating your proposal.

**PROPOSAL RESPONSE FORM**  
**#16-0111**  
**COLD MIX ASPHALT PLANT**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

**NAME** \_\_\_\_\_

**DBA/SAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **HOURS** \_\_\_\_\_

**STATE OF INCORPORATION or ORGANIZATION** \_\_\_\_\_ **COMPANY**

**WEBSITE ADDRESS** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**NUMBER OF LOCATIONS** \_\_\_\_\_ **NUMBER OF PERSONS EMPLOYED** \_\_\_\_\_

**TYPE OF ORGANIZATION:** Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**BUSINESS MODEL:** Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**Not a Minority-Owned Business:** \_\_\_\_\_ **Minority-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_\_ African American (05) \_\_\_ Asian Pacific (10) \_\_\_ Subcontinent Asian (15) \_\_\_ Hispanic (20)

\_\_\_ Native American (25) \_\_\_ Other (30) - Please specify \_\_\_\_\_

**Not a Woman-Owned Business:** \_\_\_\_\_ **Woman-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_\_ Not Minority -Woman Owned (50) \_\_\_ African American-Woman Owned (55)

\_\_\_ Asian Pacific-Woman Owned (60) \_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_ Hispanic Woman Owned (70)

\_\_\_ Native American-Woman Owned (75) \_\_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:** \_\_\_\_\_ Yes

\_\_\_\_\_ No

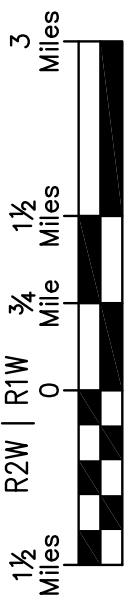
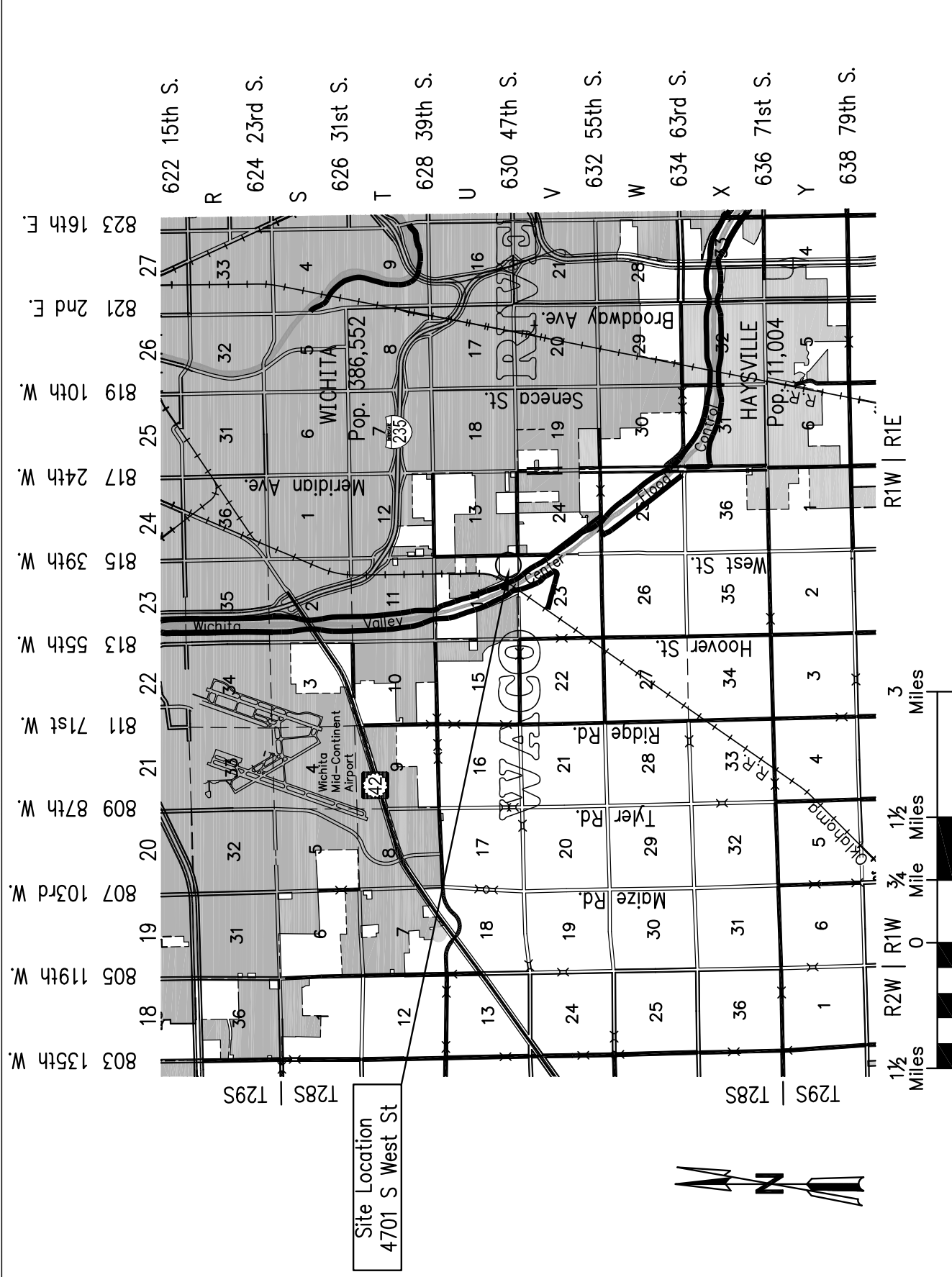
**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_;                      NO. \_\_\_\_\_, DATED \_\_\_\_\_;                      NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

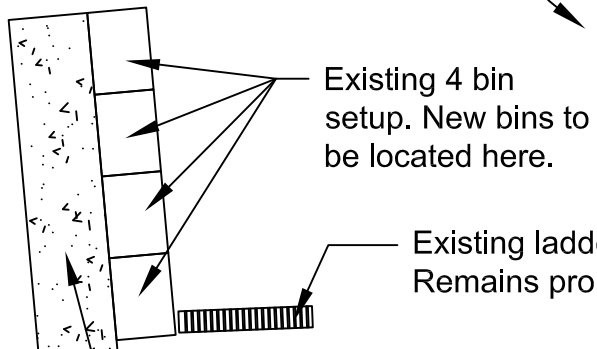
Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_



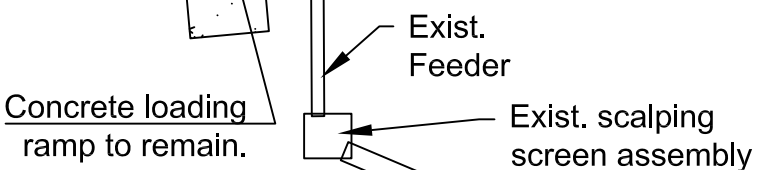
PLAN: Lat. & Long.

Aggregate Piles



Existing 4 bin setup. New bins to be located here.

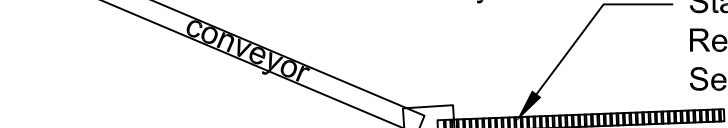
Existing ladder will be removed from the site. Remains property of Sedgwick County.



Concrete loading ramp to remain.

Exist. Feeder

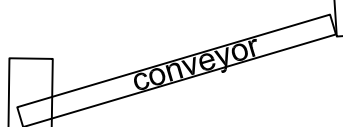
Exist. scalping screen assembly



Stairway will be removed from the site. Remains the property of Sedgwick County

Existing baghouse

Existing pugmill drum

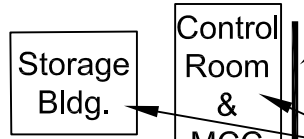


Exist. electrical circuit breaker box (480V)



Finished asphalt mix

Existing gas connection (4" line)



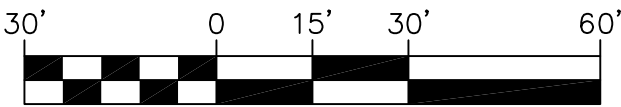
Exist. movable concrete safety barriers (typ.)

To be eradicated by county forces.

E

Exist. storage container (to remain)

Exist. electrical transformer and meter (480V)



PLAN: Lat. & Long.

## SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, "the *Contractor*" is implied. Also implied in this language are "shall", "shall be", or similar words and phrases. The word "will" generally pertains to decisions or actions of Sedgwick County Public Works.

### COLD MIX ASPHALT PLANT

#### 1. DESCRIPTION

This work consists of providing all materials, labor, and equipment necessary to engineer, fabricate, supply, construct and erect a new, fully operational cold mix asphalt plant with four (4) cold feed bins at the Sedgwick County West Yard, 4701 S. West St., Wichita, KS 67217. Sedgwick County will supply some labor and a loader with forks, as needed, to facilitate construction of the plant.

#### BID ITEM

Cold Mix Asphalt Plant

#### UNITS

Lump Sum

#### 2. MATERIALS

All materials shall be new, without defects and free of repairs. The quality of the materials used shall be such that all items are in conformance with the performance requirements as specified herein.

**2.1. Concrete footings and foundation.** The concrete mix must be approved by the Engineer. This approval will generally be based upon the following conditions:

- 2.1.1. Furnish all materials by recognized producers.
- 2.1.2. Provide a recognized type of concrete plant.
- 2.1.3. Provide Grade 4.0 concrete that complies with Section 401, 402 and 1102 of the 2015 edition of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (Standard Specifications). These specifications are available at <http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>. Provide a mix design with a target slump of 9 inches  $\pm$  1 inch. Do not withhold mix water at the plant and do not add water at the site.

#### 3. EQUIPMENT

**3.1. Rotary Drum Dryer.** Provide a rotary drum dryer meeting the following minimum specifications:

- 3.1.1. Sufficiently sized to produce up to 275 tons per hour through the pugmill.
- 3.1.2.  $\frac{3}{8}$ " (0.375") thick shell manufactured from A572 steel.
- 3.1.3. Dryer tires constructed from 1045 alloy steel, quenched and tempered to 200 HB, factory mounted.
- 3.1.4. Four (4) adjustable trunnions with spherical roller bearings.
  - 3.1.4.1. Trunnions are hardened to a 50-60 Rockwell.
  - 3.1.4.2. 30 HP electric motors with gear reducers.
- 3.1.5. Pusher flights and production flights manufactured from  $\frac{3}{8}$ " AR225 steel plates.
- 3.1.6. Mixing flights fabricated from  $\frac{1}{2}$ " AR400 steel plates.
- 3.1.7. Discharge paddles made from  $\frac{3}{4}$ " AR400 steel plates.
- 3.1.8. Manhole access with quick release clamps.
- 3.1.9. High temperature drum seals stud welded externally.
- 3.1.10. Main frame shall be constructed from heavy duty I-beams with support legs to grade.

**3.2. Recycle and Additive Entry.**

- 3.2.1. A recycle/dust inlet system shall be provided to allow entry of recycled asphalt pavement and/or dust into the dryer in the non-combustion zone.
- 3.2.2. High temperature seals with wear bands shall be employed around the exterior of the shroud to reduce leakage air.

### **3.3. Reversible Inlet Feed Conveyor (slinger).**

- 3.3.1. 5 HP electric motor (minimum).
- 3.3.2. 24" conveyor belting.
- 3.3.3. Self cleaning wing pulley with adjustable take-ups.

### **3.4. Burner Equipment.**

- 3.4.1. 70 million BTU/hr burner unit (minimum).
- 3.4.2. Flow meter.
- 3.4.3. Adjustable flame shaping capabilities.
- 3.4.4. High-pressure atomizing blower with 75HP electric motor.

### **3.5. Asphalt Pumping System.**

- 3.5.1. 90 gallon per minute pump system (minimum).
- 3.5.2. 7.5 HP electric motor with variable frequency drive.
- 3.5.3. Circuit limit switch with status light, displaying liquid asphalt pumping direction.
- 3.5.4. Adjustable motor mount, for belt tensioning.
- 3.5.5. Temperature compensation with probe; factory mounted.
- 3.5.6. Digital tachometer feedback; factory mounted.

### **3.6. Automatic Damper Control**

- 3.6.1. Automatic exhaust damper control.
- 3.6.2. Manual override capability.

### **3.7. Natural Gas Burner**

- 3.7.1. Natural gas manifold with Proof of Closure valves.

### **3.8. Control Room**

- 3.8.1. All steel welded frame construction including wall studs, floor and ceiling joists. All steel work shall be prime coated; all exposed steel shall be painted.
  - 3.8.1.1. Any color or finish options shall be presented in the proposal and subsequently coordinated with Sedgwick County after award of the contract.
- 3.8.2. Insulated heavy duty steel clad entrance door with keyed lockset.
- 3.8.3. 270 degree visibility from operator room; tinted windows.
- 3.8.4. Self-contained air conditioner/heater with capability to maintain the internal temperature of the control room between 65°F - 78°F.
  - 3.8.4.1. Wall mounted thermostat in operators' area
- 3.8.5. 120V standard duplex receptacle wall outlets with wall plates shall be included as follows:
  - 3.8.5.1. Minimum of six (6) receptacles in the operators' area.
  - 3.8.5.2. Minimum of three (3) receptacles in master control center.
  - 3.8.5.3. Minimum of two receptacles on the outside of the control room.
  - 3.8.5.4. Location of receptacles shall be coordinated with Sedgwick County after award of the contract.
- 3.8.6. Plant Control System
  - 3.8.6.1. Operators control console.

3.8.6.2. Main motor control center located on plant frame. Includes motor starters & circuit breaker protection.

**3.9. Burner Control System**

- 3.9.1. Automatic temperature controllers.
- 3.9.2. High stack temperature alarm controller.
- 3.9.3. Motor status indicating lights.
- 3.9.4. Flame safeguard for burner management.
- 3.9.5. Manual control backup separate from automatic controls for burner operation.
- 3.9.6. Exhaust gas damper control.

**3.10. Mix Process Computer**

- 3.10.1. Windows-based consumer grade personal computer with keyboard, mouse, and display monitor.
- 3.10.2. Virgin aggregate scale and totalizer.
- 3.10.3. User selected volumetric scale backups.
- 3.10.4. Automatic zero weight belt load tracking.
- 3.10.5. Liquid asphalt blending. Asphalt pump rate automatically controlled, timed and interlocked to the aggregate scale rate; temperature compensated.
- 3.10.6. Aggregate proportioning. Volumetric control for feeders with computer assisted feeder calibration.
- 3.10.7. Displays plant information in both text and graphics based formats to monitor virgin aggregate and asphalt rates, mix temperatures, aggregate totals, and calibration information.

**3.11. Baghouse Filter.** Air pollution control device that removes particulates out of the air released from the asphalt production process.

- 3.11.1. Baghouse design specifications shall ensure pollution control equipment can limit particulate emissions to 0.04 grains per dry standard cubic foot of exhaust gas as required for Class II operating permits under Kansas Administrative Regulations (K.A.R.) 28-19-563 et seq.
- 3.11.2. NEMA-4 enclosures for the solenoid valves and timer.
- 3.11.3. Carbon steel galvanized cages.
- 3.11.4. Full set of felt filter bags
- 3.11.5. Ductwork sections shall include new elbow into baghouse, baghouse-to-exhaust fan, plus E.P.A. approved test ports in exhaust stack
- 3.11.6. Airflow damper with automatic control
- 3.11.7. Screw conveyors to transfer the material from the baghouse to the dryer discharge conveyor

**3.12. Cold Feed Bins.** Provide and install four (4) separate bins.

- 3.12.1. Capacity of 20 tons based on a material density of 110 lbs/ft<sup>3</sup>
- 3.12.2. Include heavy rubber skirt boards to keep material spillage to a minimum
- 3.12.3. Feeder drives shall use an electric variable drive motor of sufficient power to operate the belts
- 3.12.4. All drives shall have open mesh belt guards for safety and ease of visual inspection
- 3.12.5. The bins shall be reinforced with stiffeners for support
- 3.12.6. A bin vibrator shall be included with bin #1 and #4 to enhance the flow of material
- 3.12.7. A rugged bin grizzly with 3"x3" opening size shall be included on bin #1 and #4.
  - 3.12.7.1. Capable of being positioned on either side of the bin.
  - 3.12.7.2. Vertical supports shall place the grizzly at a slope.
- 3.12.8. A platform with stairway access shall be provided along the top of the cold feed bins opposite the loading side.

- 3.13. Conveyor and Scalping Screen.** The weigh conveyor weighs and transfers material from the scalping screen to the drum fast feed conveyor.
- 3.13.1. 30" conveyor width.
  - 3.13.2. The receiving chute shall include a heavy rubber skirt board to keep material spillage to a minimum.
  - 3.13.3. The weigh conveyor shall have a lagged head pulley
  - 3.13.4. .
    - 3.13.4.1. Pulley shall be driven by a 10 HP electric motor.
  - 3.13.5. A belt cleaner shall be included on or near the head pulley of the weigh conveyor.
  - 3.13.6. All drives shall have open mesh belt guards for safety and ease of visual inspection.
  - 3.13.7. The weigh bridge assembly shall include a load cell mounted to a heavy-duty idler.
  - 3.13.8. A gravity take-up with pulley shall be provided for consistent belt tension.
  - 3.13.9. A wind guard shall be included to minimize the influence that wind gusts may have on the weighing process.
  - 3.13.10. A speed sensor shall be mounted on the gravity take up pulley to provide derivative feedback to the blending systems.
- 3.14. Scalping Screen Assembly.** Used to reject oversized material
- 3.14.1. The screen deck shall be powered by an appropriately sized motor.
  - 3.14.2. The screen cloth opening size shall be 1.5" x 1.5".
  - 3.14.3. Spring loaded snubbers shall be employed to ensure smooth start-up and shutdown as the vibrating frame passes through the spring's natural frequency.
  - 3.14.4. Outer feed box shall include an abrasive resistant plate liner in the bottom.
- 3.15. Discharge Conveyor.** This conveyor weighs and transfers material from the dryer discharge to the pugmill.
- 3.15.1. 30" conveyor width with high-temperature belts.
  - 3.15.2. The weigh conveyor has a lagged head pulley and self-cleaning, adjustable tail pulley
    - 3.15.2.1. Pulley shall be driven by a 10 HP electric motor.
  - 3.15.3. A belt cleaner shall be included on or near the head pulley of the weigh conveyor.
  - 3.15.4. All drives shall have open mesh belt guards for safety and ease of visual inspection.
  - 3.15.5. The weigh bridge assembly shall include a load cell mounted to a heavy-duty idler.
  - 3.15.6. A gravity take-up with pulley shall be provided for consistent belt tension.
  - 3.15.7. A wind guard shall be included to minimize the influence that wind gusts may have on the weighing process.
  - 3.15.8. A speed sensor shall be mounted on the gravity take up pulley to provide derivative feedback to the blending systems.
- 3.16. Twin Shaft Pugmill**
- 3.16.1. Rated for a minimum production rate of 300 tons per hour.
  - 3.16.2. Mixer shanks (paddles) shall be NI-hard tips.
  - 3.16.3. Each shaft shall be driven by a 60 HP electric motor through a reducer drive.
  - 3.16.4. The unit shall include a chute for clean out between the pugmill discharge and stacking conveyor.
- 3.17. Stacking Conveyor.** This conveyor transfers material from the pugmill for stock piling.
- 3.17.1. 30" conveyor width with high-temperature belts.
  - 3.17.2. The weigh conveyor shall be of necessary length and pitch to allow sufficient headroom to stock 1,000 tons of asphalt mix in a single stack.



- 3.17.3. The weigh conveyor has a lagged head pulley and self-cleaning, adjustable tail pulley
  - 3.17.3.1. Pulley shall be driven by a 20 HP electric motor.
- 3.17.4. A belt cleaner shall be included on or near the head pulley of the weigh conveyor.
- 3.17.5. All drives shall have open mesh belt guards for safety and ease of visual inspection.
- 3.17.6. The weigh bridge assembly shall include a load cell mounted to a heavy-duty idler.
- 3.17.7. A gravity take-up with pulley shall be provided for consistent belt tension.
- 3.17.8. A wind guard shall be included to minimize the influence that wind gusts may have on the weighing process.
- 3.17.9. A speed sensor shall be mounted on the gravity take up pulley to provide derivative feedback to the blending systems.

**3.18. Asphalt Tank.** Used to heat and store liquid asphalt.

- 3.18.1. 15,000-gallon (minimum) tank shall be constructed with ¼” thick A-36 steel shell and at least ¼” thick flanged tank heads.
- 3.18.2. Natural gas or electric tank heaters will be considered.
- 3.18.3. Tank shall benefit from support saddles to increase rigidity.
- 3.18.4. The tank shall be wrapped with the equivalent of 2" minimum insulation and covered with an 18 gauge aluminum jacket.
- 3.18.5. Fill, vent, return, and outlet pipes shall be provided; 3” diameter.
- 3.18.6. A valve or similar apparatus shall be provided in the bottom to completely drain the tank.
- 3.18.7. A dial type thermometer shall be provided for visual inspection of tank temperature.
- 3.18.8. Mechanical level indicator shall be included to indicate asphalt level inside of tank.

**3.19. Asphalt Unloading Pump**

- 3.19.1. 200 gallon per minute flow rate
- 3.19.2. Controls and switchgear shall be mounted in a weatherproof enclosure near the pump.
- 3.19.3. Pump shall use an electric motor of sufficient power to achieve the stated flow rate.

**3.20. Diesel Cleanout Tank.** A small diesel reservoir used for pugmill cleanout.

- 3.20.1. Manually controlled valving shall be included to isolate the reservoir from the tank.
- 3.20.2. Flexible hot oil jacketed hose shall be provided for connecting the tank to the pugmill.

**3. ENGINEERING**

- 3.1. Engage a professional engineer licensed in the State of Kansas and experienced in the design of asphalt plants and control room structures similar to that specified here. Develop construction plans for the concrete footings/foundation, control room structure, and plant construction layout.
- 3.2. Submit one (1) copy of the complete set of construction plans to Sedgwick County Public Works for review and comments before submitting to regulatory and permitting agencies for approval.
- 3.3. Submit three (3) copies of the final sealed construction plans to the Metropolitan Area Building and Construction Department (MABCD) plans examiner.

**4. REGULATORY REQUIREMENTS**

- 4.1. Conform to applicable local, state, and federal codes.
- 4.2. Contact and coordinate with the Kansas Department of Health and Environment prior to construction of the plant to acquire all necessary permits and permissions related to construction and initial setup of the asphalt plant.
- 4.3. Permits: Apply for and acquire all permits necessary to construct the project. All costs shall be subsidiary to the Cold Mix Asphalt Plant bid item. Known permits include, but are not limited to:

- 4.3.1. KDHE Construction permit (or approval).
- 4.3.2. MABCD commercial building permit; engineering plans required.
- 4.3.3. MABCD electrical, plumbing, and mechanical permits.
- 4.3.4. Sedgwick County will apply for and maintain permits necessary for the plant's operating permits.

## **5. DELIVERY, STORAGE, AND HANDLING**

- 5.1.** Delivery and Storage. Deliver materials to the site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Store materials in accordance with manufacturer's instructions, in a clean, dry, well ventilated area, above ground on blocking, and do not allow materials to become wet, stained, or dirty.
- 5.2.** Handling. Handle materials so as to protect materials, coatings, and finishes during transportation and installation to prevent damage or staining. Do not damage, crush, or kink cables.

## **6. CONSTRUCTION REQUIREMENTS**

### **6.1. County Forces**

- 6.1.1. Sedgwick County will make available up to four (4) employees to facilitate the construction of the plant, including one (1) loader with forks.
- 6.1.2. Labor shall remain onsite and will not operate equipment other than the loader to aid in the offloading and moving of small packages of parts and equipment.
- 6.1.3. Labor will not assist in construction of the plant equipment itself, but will remain onsite to observe and facilitate construction as agreed upon with the Contractor.

### **6.2. Concrete Foundation**

- 6.2.1. Use materials, equipment and construction methods as described in SECTION 2.0 and 3.0 of Special Provision 15-07007 for Drilled Shaft (Special) that is included herein.
- 6.2.2. Construct the concrete foundation according to Shop Drawings approved by the Engineer.
- 6.2.3. Reinforcing steel for concrete foundation and footings shall be epoxy-coated. The Contractor shall comply with the construction requirements of Section 711 of the Standard Specifications

### **6.3. Cold Mix Asphalt Plant**

- 6.3.1. The asphalt plant manufacturer will prepare a full and comprehensive assembly procedure guide prior to installation.
- 6.3.2. Comply with manufacturer recommendations, the approved shop drawings, and the Wichita/Sedgwick County Unified Building and Trade Code.
- 6.3.3. Weather Conditions: Proceed with installation and erection of the asphalt plant and associated work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.
- 6.3.4. Framing and structural members: Anchor bolts shall be accurately set. Uniform bearing under base plates shall be provided using non-shrink grouting compound where applicable. As erection progresses, the work shall be securely fastened to resist the dead load and wind and erection stresses.

### **6.4. Electrical Wiring**

- 6.4.1. Install all required wiring and electrical connections by a licensed electrician familiar with this type of setup.
- 6.4.2. Obtain any necessary permits and arrange for inspection of the installation.

### **6.5. Gas Connection**

- 6.5.1. A separate gas meter and shut off valve exists near the proposed plant location. Install natural gas equipment and connect the equipment to the gas meter.

- 6.5.2. Obtain any necessary permits and arrange for inspection of the installation.
- 6.5.3. Perform pressure tests(s) as required to ensure proper installation and operation.
- 6.5.4. If required, coordinate a final inspection of the gas equipment after testing is complete.
- 6.6.** Contractor shall take care to allow for proper drainage of the plant area when designing and constructing the necessary foundation and footings.
  - 6.6.1. Sedgwick County will final grade the ground and take steps to minimize erosion potential. If necessary, a stormwater pollution prevention plan (SWPPP) will be developed by Sedgwick County and provided to the contractor for any permits requiring such documentation.

## **7. SAFETY AND OPERATIONS TRAINING**

- 7.1.** Upon completion of the project, the Contractor shall provide the County with all necessary safety and plant operations training from the manufacturer or an authorized representative. Training will include actual batch operations with county mix designs for cold mix asphalt.
- 7.2.** Provide three (3) copies of a manual detailing the proper use of the equipment, hardware, and software, as well as the manufacturer's suggested periodic maintenance for each component of the asphalt plant.
- 7.3.** The Contractor shall return prior to the startup of the following season to provide refresher operations training.
  - 7.3.1. The Contractor shall complete all recommended periodic maintenance and train county personnel on all maintenance procedures.

## **8. MEASUREMENT AND PAYMENT**

The Engineer will measure the cold mix asphalt plant by the lump sum. Excavation, backfilling and grading are subsidiary. The concrete foundation and footings are subsidiary. All electrical and gas connections required to operate a fully functional plant are subsidiary.

Any cost for necessary permits is subsidiary.

Payment for "Cold Mix Asphalt Plant" at the contract unit price is full compensation for specified work. Payment will be applied in accordance with the applicable negotiated Contract provisions. Contractor shall submit desired terms of payment with the proposal.

Contractor agrees that billings will be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing and appropriate support documentation. The amount of payment shall not exceed the maximum amount allowed under the Contract terms. County shall pay approved invoices net thirty (30) days.

## SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, "the *Contractor*" is implied. Also implied in this language are "shall", "shall be", or similar words and phrases. The word "will" generally pertains to decisions or actions of Sedgwick County Public Works.

## ASPHALT RECYCLE SYSTEM

### 1. DESCRIPTION

This work consists of providing all materials, labor, and equipment necessary to engineer, fabricate, supply, construct and erect a new, fully operational asphalt recycle system to operate with a new or existing with cold mix asphalt plant at the Sedgwick County West Yard, 4701 S. West St., Wichita, KS 67217. Sedgwick County will supply some labor and a loader with forks, as needed, to facilitate construction of the plant. This equipment is optional.

#### BID ITEM

Asphalt Recycle System

#### UNITS

Lump Sum

### 2. MATERIALS

**2.1. Concrete footings and foundation.** The concrete mix must be approved by the Engineer. This approval will generally be based upon the following conditions:

- 2.1.1. Furnish all materials by recognized producers.
- 2.1.2. Provide a recognized type of concrete plant.
- 2.1.3. Provide Grade 4.0 concrete that complies with Section 401, 402 and 1102 of the 2015 edition of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (Standard Specifications). Provide a mix design with a target slump of 9 inches  $\pm$  1 inch. Do not withhold mix water at the plant and do not add water at the site.

### 3. EQUIPMENT

All equipment shall be new, without defects and free of repairs. The quality of the materials used shall be such that all items are in conformance with the performance requirements as specified herein.

**3.1. Recycle bin and Feeder system.** Provide a cold feed bin for recycled asphalt material and a discharge conveyor meeting the following minimum specifications:

- 3.1.1. 15-ton minimum rated capacity.
- 3.1.2. Lip of bin shall be reinforced
- 3.1.3. The bin sidewalls shall be reinforced with stiffeners for support.
- 3.1.4. Bin shall be self-relieving.
- 3.1.5. Radial type gate with positive lock.
- 3.1.6. 24" wide belt feeder.
- 3.1.7. The belt feeder shall have a lagged head pulley with gear reducer.
  - 3.1.7.1. Pulley shall be driven by a 7.5HP electric motor.
- 3.1.8. Self-cleaning tail pulley with take-ups.
- 3.1.9. Flow detectors shall be mounted on the discharge opening of each bin.
  - 3.1.9.1. Include both visual and audible alarms to alert the operator to an interruption of material flow.
- 3.1.10. A speed sensor shall be mounted to the tail pulley of each bin feeder to provide feedback to the blending computer for accurate proportioning control.

**3.2. Air Cannon.** Used to keep the RAP from compressing in the bins.

3.2.1. One or more air cannons of sufficient air pressure to maintain free flow of Rap material.

**3.3. Bin Grizzly.** Used to eliminate oversized material from entering the bin.

3.3.1. A rugged bin grizzly with 3" x 3" opening size.

3.3.2. Capable of being positioned on either side of the bin.

3.3.3. Vertical supports shall place the grizzly at a slope.

**3.4. Lump Breaker.** Used to break down large pieces of RAP into a useable size for plant processing without crushing the aggregate.

3.4.1. Equipment shall be positioned under the recycle bin on a support structure

3.4.2. Capable of crushing asphalt millings down to ¾" size

3.4.3. Equipment shall include a self-relieving feature for blockage protection

**3.5. Intermediate Conveyor.** This conveyor transfers material from the RAP belt to the scalping screen and weigh conveyor.

3.5.1. 24" conveyor width.

3.5.2. The receiving chute shall include a heavy rubber skirt board to keep material spillage to a minimum.

3.5.3. The conveyor shall have a lagged pulley with gear reducer.

3.5.3.1. Pulley shall be driven by a 10HP electric motor.

3.5.4. A belt cleaner shall be included on or near the head pulley of the conveyor.

3.5.5. All drives shall have open mesh belt guards for safety and ease of visual inspection.

**3.6. Scalping Screen Assembly.** Used to reject oversized material

3.6.1. The screen deck shall be powered by an appropriately sized electric motor.

3.6.2. The screen cloth opening size shall be 1" x 1".

3.6.3. Spring loaded snubbers shall be employed to ensure smooth start-up and shutdown as the vibrating frame passes through the spring's natural frequency.

3.6.4. Outer feed box shall include an abrasive resistant plate liner in the bottom.

**3.7. Recycle Weigh Conveyor.** The weigh conveyor weighs and transfers material from the scalping screen to the drum fast feed conveyor.

3.7.1. 24" conveyor width.

1.1.1. The receiving chute shall include a heavy rubber skirt board to keep material spillage to a minimum.

1.1.2. The weigh conveyor has a lagged head pulley with gear reducer and self-cleaning, adjustable tail pulley

1.1.2.1. Pulley shall be driven by a 10 HP electric motor.

1.1.3. A belt cleaner shall be included on or near the head pulley of the weigh conveyor.

1.1.4. All drives shall have open mesh belt guards for safety and ease of visual inspection.

1.1.5. The weigh bridge assembly shall include a load cell mounted to a heavy-duty idler.

1.1.6. A gravity take-up with pulley shall be provided for consistent belt tension.

1.1.7. A wind guard shall be included to minimize the influence that wind gusts may have on the weighing process.

1.1.8. A speed sensor shall be mounted on the gravity take up pulley to provide derivative feedback to the blending systems.

#### **4. ENGINEERING**

- 4.1. Engage a professional engineer licensed in the State of Kansas and experienced in the design of asphalt plants and control room structures similar to that specified here. Develop construction plans for the concrete footings/foundation and plant construction layout.
- 4.2. Submit one (1) copy of the complete set of construction plans to Sedgwick County Public Works for review and comments before submitting to regulatory and permitting agencies for approval.
- 4.3. Submit three (3) copies of the final sealed construction plans to the Metropolitan Area Building and Construction Department (MABCD) plans examiner.

#### **5. REGULATORY REQUIREMENTS**

- 5.1. Conform to applicable local, state, and federal codes.
- 5.2. Contact and coordinate with the Kansas Department of Health and Environment prior to construction of the plant to acquire all necessary permits and permissions related to construction and initial setup of the asphalt plant.
- 5.3. Permits: Apply for and acquire all permits necessary to construct the project. All costs shall be subsidiary to the Cold Mix Asphalt Plant bid item. Known permits include, but are not limited to:
  - 5.3.1. KDHE Construction permit (or approval).
  - 5.3.2. MABCD commercial building permit; engineering plans required.
  - 5.3.3. MABCD electrical, plumbing, and mechanical permits.
  - 5.3.4. Sedgwick County will apply for and maintain permits necessary for the plant's operating permits.

#### **6. DELIVERY, STORAGE, AND HANDLING**

- 6.1. Delivery and Storage. Deliver materials to the site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Store materials in accordance with manufacturer's instructions, in a clean, dry, well ventilated area, above ground on blocking, and do not allow materials to become wet, stained, or dirty.
- 6.2. Handling. Handle materials so as to protect materials, coatings, and finishes during transportation and installation to prevent damage or staining. Do not damage, crush, or kink cables.

#### **7. CONSTRUCTION REQUIREMENTS**

##### **7.1. County Forces**

- 7.1.1. Sedgwick County will make available up to four (4) employees to facilitate the construction of the plant, including one (1) loader with forks.
- 7.1.2. Labor shall remain onsite and will not operate equipment other than the loader to aid in the offloading and moving of small packages of parts and equipment.
- 7.1.3. Labor will not assist in construction of the plant equipment itself, but will remain onsite to observe and facilitate construction where possible.

##### **7.2. Concrete Foundation**

- 7.2.1. Use equipment and construction methods as described in Special Provision 15-07007 for Drilled Shaft (Special).
- 7.2.2. Construct the concrete foundation according to Shop Drawings approved by the Engineer.
- 7.2.3. Reinforcing steel for concrete foundation and footings shall be epoxy-coated. The Contractor shall comply with the construction requirements of Section 711 of the Standard Specifications

##### **7.3. Asphalt Recycling Equipment**

- 7.3.1. The asphalt recycling equipment manufacturer will prepare a full and comprehensive assembly procedure guide prior to installation.

- 7.3.2. Comply with manufacturer recommendations, the approved shop drawings, and the Wichita/Sedgwick County Unified Building and Trade Code.
- 7.3.3. Weather Conditions: Proceed with installation and erection of the asphalt plant and associated work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.
- 7.3.4. Framing and structural members: Anchor bolts shall be accurately set. Uniform bearing under base plates shall be provided using non-shrink grouting compound where applicable. As erection progresses, the work shall be securely fastened to resist the dead load and wind and erection stresses.

#### **7.4. Electrical Wiring**

- 7.4.1. Install all required wiring and electrical connections by a licensed electrician familiar with this type of setup.
- 7.4.2. Obtain any necessary permits and arrange for inspection of the installation.

#### **7.5. Computer Controls**

- 7.5.1. Add necessary computer controls and software to automate the asphalt blending with the RAP material.
- 7.5.2. Obtain any necessary permits and arrange for inspection of the installation.

#### **7.6. Contractor shall take care to allow for proper drainage of the plant area when designing and constructing the necessary foundation and footings.**

- 7.6.1. Sedgwick County will final grade the ground and take steps to minimize erosion potential. If necessary, a stormwater pollution prevention plan (SWPPP) will be developed by Sedgwick County and provided to the contractor for any permits requiring such documentation.

### **8. SAFETY AND OPERATIONS TRAINING**

- 8.1. Upon completion of the project, the Contractor shall provide the County with all necessary safety and recycling operations training from the manufacturer or an authorized representative. Training will include actual batch operations with county mix designs for cold mix asphalt.
- 8.2. Provide three (3) copies of a manual detailing the proper use of the equipment, hardware, and software, as well as the manufacturer's suggested periodic maintenance for each component of the asphalt plant.
- 8.3. The Contractor shall return prior to the startup of the following season to provide refresher operations training.
  - 8.3.1. The Contractor shall complete all recommended periodic maintenance and train county personnel on all maintenance procedures.

### **9. MEASUREMENT AND PAYMENT**

The Engineer will measure the asphalt recycling system by the lump sum. Excavation, backfilling and grading are subsidiary. The concrete foundation and footings are subsidiary. All mechanical and electrical connections required to operate and connect the recycling system to the cold mix asphalt plant are subsidiary.

Any cost for freight is subsidiary.

Any cost for necessary permits is subsidiary.

Payment for "Asphalt Recycling System" at the contract unit price is full compensation for specified work. Payment will be applied in accordance with the applicable negotiated Contract provisions. Contractor shall submit desired terms of payment with the proposal.

Contractor agrees that billings will be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing and appropriate support documentation. The amount of payment shall not exceed the maximum amount allowed under the Contract terms. County shall pay approved invoices net thirty (30) days.

## SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, “the *Contractor*” is implied. Also implied in this language are “*shall*”, “*shall be*”, or similar words and phrases. The word “*will*” generally pertains to decisions or actions of Sedgwick County Public Works.

## ASPHALT PAVER

### 1. DESCRIPTION

This work consists of providing a new, fully operational paver to Sedgwick County, KS for the purpose of constructing cold mix asphalt roads by county forces. This equipment is optional and it to be provided with the Cold Mix Asphalt Plant proposal.

#### BID ITEM

Asphalt Paver

#### UNITS

Lump Sum

### 2. EQUIPMENT

All equipment shall be new, without defects and free of repairs. The quality of the materials used shall be such that all items are in conformance with the minimum performance requirements as specified herein.

#### 2.1. General. Paver shall be fully automated, thermostat controlled, and have electric screed heating.

- 2.1.1. 8-ton minimum rated capacity.
- 2.1.2. 99HP diesel engine
- 2.1.3. Fully enclosed engine compartment.
- 2.1.4. Pre-wired for screed automation.
- 2.1.5. Full set of instrument gauges: fuel, oil pressure, and volt meter.
- 2.1.6. Fully operational controls on either side of the paver; swivel seat.
- 2.1.7. Standard depth extending walkboard
- 2.1.8. No under-hopper cleaning shall be necessary.
- 2.1.9. Wash down tank with hoses and hose reel system shall be included

#### 2.2. Vibratory Screed.

- 2.2.1. Wear plates on both the main screed and extensions shall be constructed of heavy-duty, abrasion-resistant steel, which bolt-on for easy replacement.
- 2.2.2. Material augers shall be fitted on the screed extensions; automatic control.
  - 2.2.2.1. Screed automation shall use sonic (non-contacting) sensor system
- 2.2.3. Capable of being crowned or inverted to maximize paving control.
- 2.2.4. A vibrator and electric heating strips shall be included on the screed to ensure consistent material flow.

#### 2.3. Heated Screed.

- 2.3.1. Heating shall be fully automatic, independent, and thermostatically controlled.
  - 2.3.1.1. 16Kw generator with 110 volt power outlet
- 2.3.2. Extensions shall include heating strips to ensure consistent heat.

#### 2.4. Screed Extension Controls. Capable of seamless paving up to fifteen (15) feet minimum.

- 2.4.1. Depth crank handles and electric/hydraulic depth adjustment controls.
- 2.4.2. Screed extensions shall match main screed height.



- 2.4.3. Adjustments to left-hand and right-hand extensions shall be made by controls from either operator's control panel.
- 2.4.4. A slope handle shall be provided to adjust the extension angle position.

### **3. DELIVERY, STORAGE, AND HANDLING**

- 3.1. Delivery and Storage. Deliver equipment to the site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- 3.2. Handling. Handle equipment so as to protect materials, coatings, and finishes during transportation and setup to prevent damage or staining. Do not damage, crush, or kink cables.

### **4. SAFETY AND OPERATIONS TRAINING**

- 4.1. The Contractor shall provide the County with all necessary safety and training from the manufacturer or an authorized representative. Training will include actual operations with county crews constructing cold mix asphalt road.
- 4.2. Provide three (3) copies of a manual detailing the proper use of the equipment and hardware, as well as the manufacturer's suggested periodic maintenance for each component of the paver.
- 4.3. The Contractor shall return prior to the startup of the following season to provide refresher operations training.
  - 4.3.1. The Contractor shall complete all recommended periodic maintenance and train county personnel on all maintenance procedures.

### **5. MEASUREMENT AND PAYMENT**

The Engineer will measure the asphalt paver by the lump sum.

Any cost for freight is subsidiary.

Any cost for necessary permits is subsidiary.

Payment for "Asphalt Paver" at the contract unit price is full compensation for specified work. Payment will be applied in accordance with the applicable negotiated Contract provisions. Contractor shall submit desired terms of payment with the proposal.

Contractor agrees that billings will be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing and appropriate support documentation. The amount of payment shall not exceed the maximum amount allowed under the Contract terms. County shall pay approved invoices net thirty (30) days.

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

**Add a new SECTION to DIVISION 700:**

**DRILLED SHAFT (SPECIAL)**

**1.0 DESCRIPTION**

For noise walls, high mast light towers, overhead sign structures and other specified items, construct drilled shafts by the uncased, temporary cased, or slurry method, depending upon site conditions and Contract Document requirements. Do not construct using permanent casing.

**BID ITEMS**

Drilled Shaft (\*) (Special)  
\*Size

**UNITS**

Linear Foot

**2.1 MATERIALS**

**a. Concrete.** Unless otherwise shown in the Contract Documents, provide Grade 4.0 concrete that complies with **SECTIONS 401, 402 and 1102**. Provide a mix design with a target slump of 9 inches  $\pm$  1 inch. Do not withhold mix water at the plant and do not add water at the site.

**b. Reinforcing Steel.** Provide steel bars for concrete reinforcement that comply with **DIVISION 1600**.

**c. Temporary Casing.** Provide casing of sufficient thickness to carry the working stresses and loads imposed on the casing during construction.

The Engineer will accept the casing based on compliance with the specified requirements, and visual inspection for condition.

**3.1 CONSTRUCTION REQUIREMENTS**

**a. General.** Drilled shaft lengths are shown in the Contract Documents. If the Engineer changes the drilled shaft lengths, the Contractor will be advised (in writing) of the revised bottom of the tip elevation.

A minimum of 28 days before constructing the drilled shafts, submit an installation plan to the Engineer for review. Include the following:

- Name and experience record of the drilled shaft superintendent in charge of drilled shaft operations;
- List of proposed equipment, such as cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, tremies or concrete pumps and casing; and
- Details of concrete placement, including proposed operational procedures for tremie and pumping methods and method of achieving a sealed tremie or pump.

**b. Excavating the Drilled Shaft.** Prior to constructing drilled shafts, complete the excavation for the entire element.

Locate the top of the shaft within 2 inches of the location shown in the Contract Documents. Unless otherwise shown in the Contract Documents, bore all shafts plumb to within a tolerance of 1 inch per 10 feet of length of shaft, not to exceed 6 inches over the full length of the shaft. The bottom of the shaft shall be nearly flat. The cutting edges of excavation equipment shall be normal to the vertical axis of the equipment within a tolerance of  $\pm\frac{3}{8}$  inch per foot of diameter.

Depending upon site conditions and requirements in the Contract Documents, construct the drilled shaft by either the uncased, temporary cased or slurry method:

(1) Uncased Method. Use this method at locations anticipated to be free of caving soil or excess water inflow into the excavated shaft. Do not use the uncased method if the actual conditions show the shaft is prone to caving soil, or has water inflow that exceeds the dry pour method requirements in **subsection 3.0e**.

Excavate the shaft without the use of added water or drilling fluid. Completely excavate the shaft in a continuous operation, unless encountering rock or obstructions. Place the concrete without delay.

(2) Temporary Cased Method. Use this method at locations with caving soil or excess water inflow into the excavated shaft.

(3) Slurry Method. Advance the shaft excavation by stabilizing the hole with drilling fluid.

Do not excavate closely spaced drilled shafts (3 drilled shaft diameters or less, center to center) until adjacent shafts are completed and cured according to the following criteria:

- Completed shafts have been allowed to set for a minimum of 24 hours after the concrete placement; and
- Developed a compressive strength of 1800 psi; or
- Without testing, the Engineer may allow excavation to proceed when the shaft has cured 72 hours after completion of the concrete placement.

Once the concrete is placed, it must be cured according to the criteria above before excavating additional closely spaced drilled shafts.

**c. Placing Reinforcing Steel.** Tie reinforcing steel at all intersections of reinforcement, and place reinforcing steel as a unit for the full length of the shaft, prior to placing any concrete by either pour method. Use a minimum of 1 non-corrosive circular spacer per 30 inches of circumference of the reinforcing steel cage, within 2 to 4 feet of the bottom and top, and at intervals not to exceed 10 feet vertically. If the shaft is deepened and additional reinforcing steel cage is required, make the splice at the bottom of the steel cage.

**d. Final Inspection and Access.** At the time of placing the concrete, a minimum of 75% of the base of the shaft must have less than ½ inch of sediment. The Engineer will determine the shaft cleanliness before concrete placement by:

- Visual inspection; or
- Underwater inspection using probes; or
- Down hole television camera and video recordings

Provide access to 100% of the hole from probing purposes. Probing will be done by a tape with a minimum weight of 1 pound.

Review and inspection by the Engineer prior to concrete placement does not relieve the Contractor of the responsibility for producing a defect-free shaft per specifications.

When directed by the Engineer, operate the camera and recorder such that the optimum clarity of the details can be obtained and all surface areas of the shaft, including the bottom of the drilled shaft can be observed. Record video, label the recorded media, and deliver to KDOT.

**e. Placing Drilled Shaft Concrete.** Depending upon site conditions, place concrete by either the dry pour or wet pour method:

- Use the dry pour method if water inflow does not fill the shaft more than 4 inches in depth in a 5 minute period, and the shaft can be dewatered so a maximum of 2 inches of water is standing in the shaft when concrete placement begins.
- When the above 2 conditions cannot be met, use the wet pour method.

For both the dry and wet pour methods, the following common requirements for concrete placed in an uncased shaft shall apply:

- Target slump is 9 inches ± 1 inch;
- Place concrete in the shaft with a continuous operation, without construction joints;
- Do not vibrate concrete;
- Determine the top elevation of the fresh concrete and inform the Engineer; and
- Do not use aluminum concrete pump discharge tubes or tremie tubes.

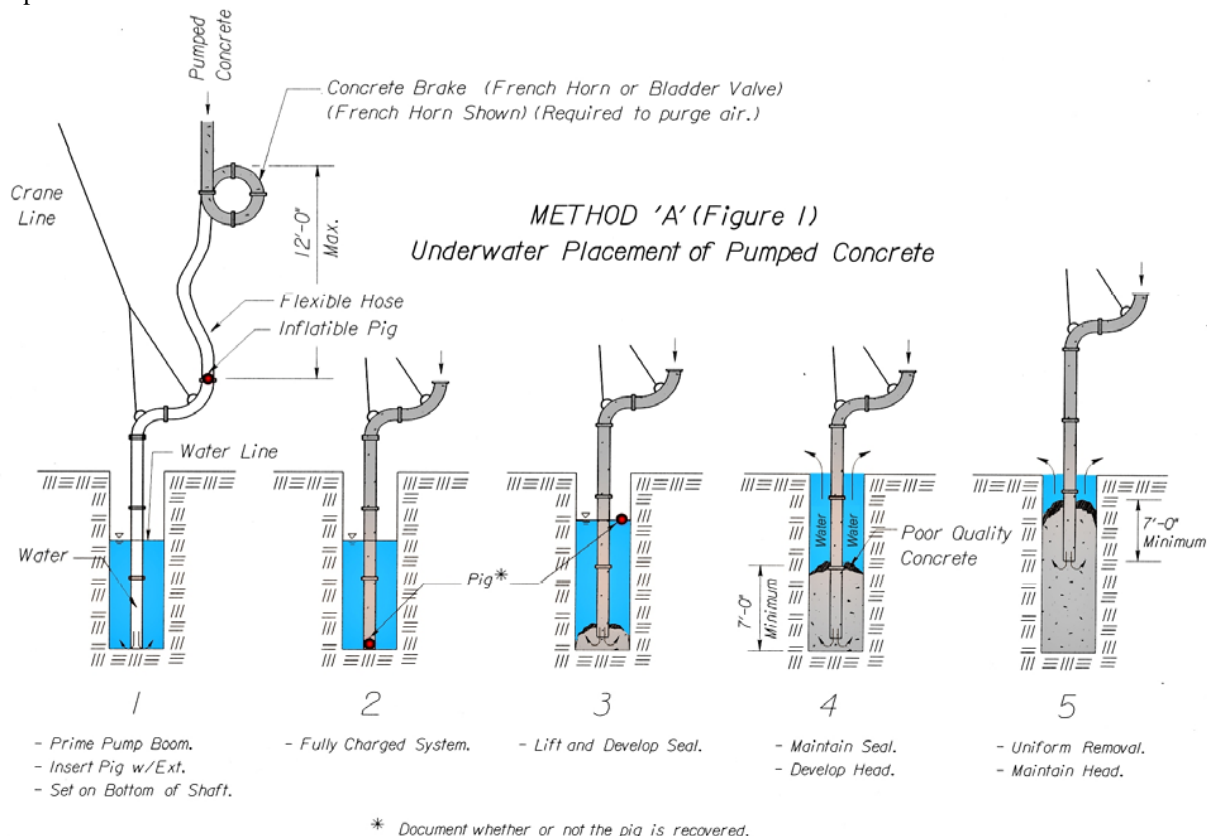
(1) Dry Pour Method. Use a centering device to deposit concrete so the falling concrete shall not come into contact with vertical and horizontal reinforcing steel and wire supports. To control the fall, extend the centering device a minimum of 8 feet into the shaft. For a temporary cased shaft, concrete may free fall to the bottom. For an uncased shaft, the maximum fall for concrete is 5 feet.

(2) Wet Pour Method. Prior to starting concrete placement, allow the water level in the shaft to reach its static level. Place concrete with either a sealed (watertight) tremie tube or pump with a rigid and watertight extension tube. In either case, use a device (i.e. commercially available pig or flap gate) that prevents water from entering the tube while charging with concrete. The commercially available pig shall be a minimum of 110% the diameter of the tube. Clearly label the outside of the tremie and pump tubes in 12-inch increments (starting at the bottom).

Lower the rigid tube into the shaft with the bottom of the tube resting on the bottom of the drilled shaft, and fully charge the system (tube and hopper or pumping system) with concrete. Once the system is fully charged, raise the tube off the bottom of the drilled shaft by 1 tube diameter, and allow the concrete to seal the discharge end of the tube. Maintain the tube at this elevation until a minimum of 7-foot head of concrete is developed. Maintain a minimum 7-foot head of concrete during the concrete placement. Prior to raising the tube, determine the top elevation of the fresh concrete and inform the Engineer.

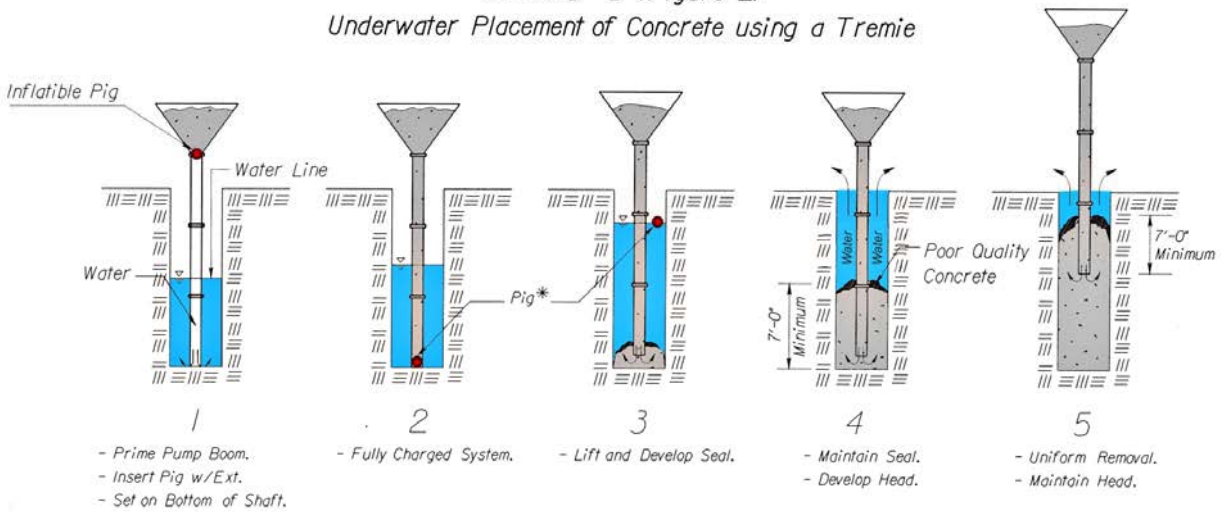
For temporary cased shafts, withdraw the temporary casing during concrete placement. If caving soil is encountered withdraw the temporary casing after concrete placement. Do not withdraw the casing until a sufficient head of concrete is established above the zone of caving soil to prevent contamination of the concrete when the casing is withdrawn.

For wet pours, follow the steps listed in the previous paragraph, regardless of the Method (A, B or C) used to place concrete in the shaft:



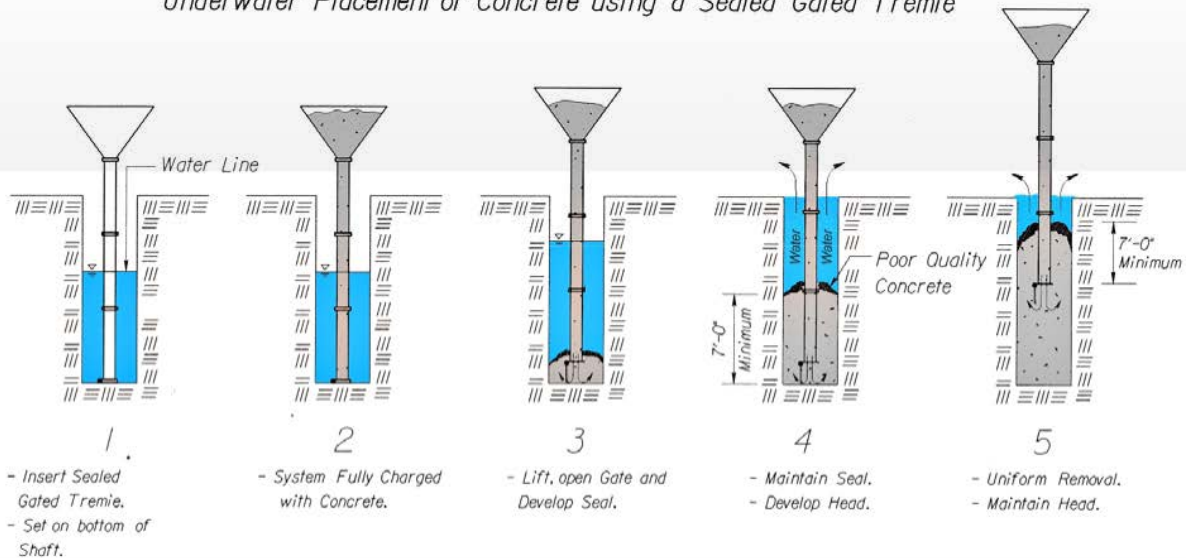
**Method A (Figure 1):** Use a pump and extension tube, with a pig separating the ground water and concrete, to place concrete into the shaft. Install a concrete brake (e.g. bladder valve or French horn) at the end of the pump boom to purge the air from the pump line. Fully charge the boom with concrete (no air gaps) then install the pig in the top of the extension tube.

METHOD 'B' (Figure 2)  
Underwater Placement of Concrete using a Tremie



**Method B (Figure 2):** Use a tremie tube, with a pig separating the ground water and concrete, to place concrete into the shaft. Once the tremie tube is resting on the bottom of the shaft, install the pig just below the hopper in the top of the tremie tube. Fully charge the tremie tube and hopper (forcing the pig to the bottom of the tremie tube), then raise the tremie tube by 1 tremie diameter and seal the discharge end of the tremie tube with the fresh concrete.

METHOD 'C' (Figure 3)  
Underwater Placement of Concrete using a Sealed Gated Tremie



**Method C (Figure 3):** Use a tremie tube, with a sealed gate separating ground water and concrete, to place concrete in the shaft. Fully charge the tremie tube and hopper, then raise the tremie tube by 1 tremie diameter and seal the discharge end of the tremie tube with the fresh concrete.

(3) For both Dry and Wet Pours. When the concrete reaches the top of the shaft, continue placing concrete (over-pump) to expel any excess water, debris or unsound concrete. Do not bail the excess material out of the shaft. On all wet pours, regardless of the method used, the Engineer will make a set of cylinders (in addition to normal

concrete cylinder sampling requirements) from the top of the shaft after completing over-pumping. This set of cylinders will be used to verify a compressive strength of 1800 psi before proceeding with subsequent substructure (i.e. columns, abutments, etc.) construction.

Prior to constructing the portion of the substructure that attaches to the drilled shaft, thoroughly clean the top of the drilled shaft to facilitate the bond at the cold joint.

**f. Miscellaneous Hardware.** Install any conduit, anchor bolts, etc. specified in the Contract Documents, and securely hold in proper position until concrete has set.

**g. Curing.** Cure the exposed surfaces of the shafts with wet burlap a minimum of 2 days. Do not use liquid membrane curing.

Cure all cylinders in the field, alongside and under the same conditions as the concrete they represent.

#### **4.0 MEASUREMENT AND PAYMENT**

The Engineer will measure drilled shafts by the linear foot measured from the bottom of the tip elevation to the top of the completed drilled shaft. The Engineer will not consider a request for additional compensation, unless the overall length of a drilled shaft changes by more than 20%.

Payment for "Drilled Shaft (Special)" at the contract unit prices is full compensation for the specified work.

If the Engineer lengthens the drilled shaft during construction, the Engineer will measure and pay for additional reinforcing steel as Extra Work according to **SECTION 104**.

05-11-16 BSGS (JPJ)  
Dec-16 Letting

## SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, “the *Contractor*” is implied. Also implied in this language are “*shall*”, “*shall be*”, or similar words and phrases. The word “*will*” generally pertains to decisions or actions of Sedgwick County Public Works.

### WORK SCHEDULE; SPECIFIED CALENDAR COMPLETION DATES; LIQUIDATED DAMAGES

#### I. PROJECT DEFINED; NATURE OF PROJECT

The primary operation to be undertaken in this project consists of the fabrication, installation and construction of a new, fully operational cold mix asphalt plant with four (4) cold feed bins in Sedgwick County, KS.

#### II. NOTICE TO PROCEED

A. The Engineer will issue the notice to proceed after the Contractor executes the Contract and has participated in the pre-construction conference held by Sedgwick County for the Project.

#### III. CALENDAR COMPLETION DATE FOR COMPLETION OF ALL WORK NECESSARY TO FULLY OPERATE THE ASPHALT PLANT; LIQUIDATED DAMAGES

A. On or before **the date stated in the vendor’s proposal**, the Contractor shall complete all work necessary to fully operate the asphalt plant as the Contract Documents require.

B. Liquidated Damages. If the Contractor fails to complete all work necessary to fully operate the asphalt plant as specified in Section III.A on or before **the date stated in the vendor’s proposal**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **one thousand five hundred dollars (\$1,500.00)** per day for each calendar day, or part thereof, that the project is not complete after **the date stated in the vendor’s proposal**.

C. The Engineer may charge damages under both Section III.B and Section IV.B for failure to complete the work timely as required; however, if damages are assessed on the same day, the Engineer will not withhold more than \$1,500.00 on any one day.

#### IV. CALENDAR COMPLETION DATE FOR COMPLETION OF ALL WORK INCLUDING OPERATIONS TRAINING AND CLEANUP; LIQUIDATED DAMAGES

A. **Subsection 108.4c** of the Sedgwick County General Covenants and Clauses (Division 100) does not apply to this Contract. Instead, the Contractor shall complete the remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training no later than **fourteen (14) calendar days after the date stated in the vendor’s proposal**.

B. Liquidated Damages. If all remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, final punch list, and operations training is not completed no later than **fourteen (14) calendar days after the date stated in the vendor’s proposal**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be seven hundred and fifty dollars (\$750.00) per day for each calendar day, or part thereof that the project is not complete after **fourteen (14) calendar days after the date stated in the vendor’s proposal**.

C. The liquidated damages charged in Section IV.B are in addition to the liquidated damages that may be charged under Section III.B; however, the Engineer will not withhold more than \$1,500.00 in damages on any one day.