

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, NOVEMBER 28, 2018

4:00 p.m.

CONSENT AGENDA

- () (a) Consider approval of Commission Orders;
- (b) [Consent Agenda approval of construction contract for Project No. 2018-54, replacement of Culvert 0801-1150 \(Keith Browning\)](#)

REGULAR AGENDA

- (2) [Consider Bioscience Technology Business Center \(BTBC\) for proposed lease repayment schedule on the BTBC expansion facility \(Craig Weinaug\);](#)
- (3) [Approve revisions to the Fairgrounds Policies and Procedures and 2019 Fee Schedule and Event Guidelines \(Jill Jolicoeur\);](#)
- (4) Presentation from Kevin Kelley, Director of Dwayne Peaslee Technical Training Center, to speak on his experience on local government unification in Wyandotte County/Kansas City, Kansas. No Backup.
- (5) Executive Session for the purpose of discussion with the County Counselor on matters related to non-elected personnel, pursuant to K.S.A. 75-4319 (b) (1 and 2)
- (6)
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Board of Zoning Appeals (1) positions 10/17
 - (d) Building Code of Appeals Board (2) positions 12/16
 - (e) Community Corrections Advisory Board (1) position open (edu); (1) 08/31/18
 - (f) Criminal Justice Coordinating Council (2) positions
 - (g) Douglas County Emergency Management Board
 - (h) East Hills Business Park Association, Inc. Board of Directors (1) position
 - (i) Fire District No. 2 (2) positions
 - (j) JAAA Advisory Council (2) position
 - (k) JAAA Board of Directors (1) position
 - (l) Joint Economic Development Council (2) positions
 - (m) Lawrence-Douglas County Advocacy Council on Aging (2) open positions
 - (n) MPO Bicycle Advisory Committee (1) position
 - (o) Mental Health Board (1) position 04/18
 - (p) Property Crimes Compensation Board (1) position
 - (q) Senior Resource Center (1) position 12/31/18
 - (c) Public Comment
 - (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (7) [Douglas County Behavioral Health Projects Prevention initiatives:](#)
 - [Review KDHE Opioid Grant awarded to Lawrence Douglas County Health Department to implement MyStrength with HLC partners in year one.](#)
 - [Consider Douglas County/Health Leadership Coalition proposal to implement SAMHSAs evidence-based Strategic Prevention Framework with DCCCA as the lead agency.](#)
 - [Consider Douglas County Opioid Summit proposal- with DCCCA as the lead agency. \(presented by Bob Tryanski\)](#)
- (8) [Consider approval of contract for Interim County Administrator services \(Craig Weinaug\)](#)
- (9) Adjourn

WEDNESDAY, DECEMBER 5, 2018 – 4 p.m. only

4:00 p.m.

Regular:

- Westar Energy Direct Renewable Participation Service Agreement (Jasmin Moore);
- Consider approval of 2019 Grant Materials for the Natural & Cultural Grant Program (Jan Shupert-Arick);
- Approval of the Memo to Use Unspent HCC Funds 2011-2014 for Douglas County Archaeological Study (Jan Shupert-Arick)
- 2019 Natural & Cultural Grant Program
- Consider approval of a Temporary Business Permit for brush burning for RD Johnson/Hamm at 1600 N 1250 Road (Tonya Voigt)
- Kansas Leadership Center- Leadership Transformation Grant (Jasmin Moore);-Consider approval of 2019 Douglas County Legislative Platform (Weinaug);
- Consider an agreement with Forensic Medical Holdings of Kansas, LLC (Sarah Plinsky)
- Consider appointment Dr. Atlaf Hossain M.D. as District Coroner for the Seventh Judicial District, Douglas County, Kansas and approve an agreement for services (Sarah Plinsky)
- Approve revisions to the Fairgrounds Policies and Procedures, 2019 Fee Schedule, and Event Guidelines (Jill Jolicoeur)

WEDNESDAY, DECEMBER 12, 2018

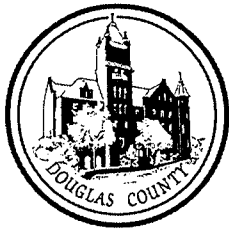
WEDNESDAY, DECEMBER 19, 2018

Consent:

- 4:00 p.m. - Petition to vacate utility easement for Kanwaka Township (Kevin Sontag)

WEDNESDAY, DECEMBER 26, 2018

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To: Board of County Commissioners

From: Chad Voigt, P.E., Deputy Public Works Director *CV*

Date: November 20, 2018

Re: Consent Agenda approval of construction contract for Project No. 2018-54
Replacement of Culvert 0801-1150

This project will replace culvert 0801-1150, located on E 1150 RD. We've been monitoring the structure frequently over the past several months, after observing differential settlement in the walls. Based on supporting soil conditions, we've specified pile foundations for the replacement structure. The construction contract will include design and installation of a structure meeting these requirements.

We opened three bids for this project on November 16th:

Bidder	Total Bid
Bettis Asphalt & Construction	\$198,510.00
Pfefferkorn & Drury Construction	\$233,010.00
WCI, Inc	\$397,730.00
<i>Engineer's Estimate</i>	<i>\$203,010.00</i>

The CIP line item Annual Culvert Replacement and Repairs has adequate funds for this project. We plan to start construction between January and March 2019.

Action Required: Consent Agenda approval to award a contract to Bettis Asphalt & Construction, in the amount of \$198,510.00 for Project No. 2018-54, Replacement of Culvert 0801-1150, and authorization for the Public Works Director to approve change orders up to 10% of the contract amount.

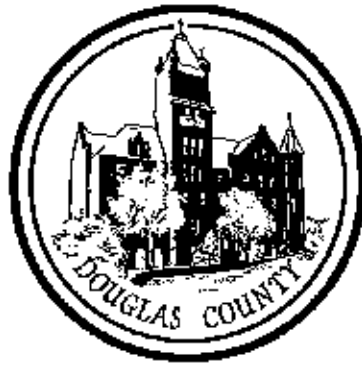
DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2018-54/BID NO. 18-F-0013
CULVERT 08.01N-11.50E REPLACEMENT
BID TABULATION
November 16, 2018

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Bettis Asphalt & Construction		Pfefferkorn & Drury Construction		WCI, Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MATERIAL AND ERECTION OF CULVERT 08.01N-11.50E	L.S.	1	\$200,000.00	\$200,000.00	\$195,500.00	\$195,500.00	\$230,000.00	\$230,000.00	\$394,720.00	\$394,720.00
2	ADDITIONAL COST OF PILE (SET PRICE)	L.F	1	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
3	REDUCTION COST OF PILE (SET PRICE)	L.F	1	(\$30.00)	(\$30.00)	(\$30.00)	(\$30.00)	(\$30.00)	(\$30.00)	(\$30.00)	(\$30.00)
4	PILE SPLICE (SET PRICE)	EA.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
5	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOTAL BID -					\$203,010.00		\$198,510.00		\$233,010.00		\$397,730.00

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2018-54

CULVERT REPLACEMENT
CULVERT NO. 08.01N-11.50E

BID #18-F-0013

Douglas County Commissioners

Nancy Thellman, Chairman

Mike Gaughan, Member

Michelle Derusseau, Member

Approved By:

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

Date: 10/12/2018

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

TABLE OF CONTENTS

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

SPECIAL PROVISIONS

15-DG-1 - SALES TAX EXEMPTION
15-DG-2 - CONTRACTUAL PROVISIONS ATTACHMENT
15-DG-3 - GENERAL DESCRIPTION
15-DG-4 - PLAN SHEET
15-DG-5 - ENGINEER
15-DG-8 - OPERATIONS OF OTHERS
15-DG-11 - INSPECTION
15-DG-12 - RIGHT-OF-WAY
15-DG-14 - SPECIFICATIONS
15-DG-22 - INDEMNITY PROVISION
15-DG-46 - MAINTENANCE AND RESTORATION OF HAUL ROADS
15-DG-108 - SCHEDULING
15-DG-401 - CONCRETE
15-DG-700 - CULVERT NO. 08.01N-11.50E
15-DG-704 - PILING

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

Geotechnical Exploration and Foundation Recommendations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Friday, November 16, 2018, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2018-54 consists of designing a replacement for Structure 08.01N-11.50E within the provided design parameters, supplying materials and constructing the approved structure. All grading, surveying, and removal of existing structures will be performed by Douglas County forces. Douglas County Project 2018-54 is located on E1150 Road approximately 6 miles southwest of Lawrence, KS in Douglas County, KS.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2018-54", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

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

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

Contracts will be awarded only to such Bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids. Consulting Engineers on the bidder's team shall be on KDOT's Pre-Qualified Consultants list or may be approved by Douglas County through a vetting process.

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

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 10/12/2018

Publication Date: Monday October 22, 2018

Saturday, November 10, 2018

cc:	Lawrence Journal World	Douglas County Administrator
	Douglas County Commission	Douglas County Purchasing
	Douglas County Clerk	Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2018-54" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. The contractor shall submit, with the proposal, sufficient information to allow the County Engineer to determine that the proposed structure meets all design criteria. See Special Provision 15-DG-700.
5. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
6. Contracts will be awarded only to such Bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids. Consulting Engineers on the bidder's team shall be on KDOT's Pre-Qualified Consultants list or may be approved by Douglas County through a vetting process.
7. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
8. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
9. Proposals must be signed.
10. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
11. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

SPECIFICATIONS

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

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

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

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

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

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

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

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

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

SPECIFICATIONS (Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

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

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

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 NOTICE TO CONTRACTORS (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from Drexel Technologies at www.drexeltech.com or from Demand star at www.demandstar.com. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

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

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

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

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at Drexel Technologies at www.drexeltech.com or Demand Star at www.demandstar.com and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2018-54", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

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

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

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

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

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

SPECIFICATIONS

(Continued)

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

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

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) "Work Accomplished" and replace with the following – "The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-1120, and other deducts the Contract Documents specify. Douglas County will make one progress payment per month.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013
PROPOSAL

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

1. Proposal of Bettis Asphalt & Construction, Inc. for the performance of "Douglas County Project No. 2018-54", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, as stated in Special Provision 15 DG-108.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

None

Bettis Asphalt & Construction, Inc.

Name of Organization

By:

Randall W. Smith

Randall W. Smith

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

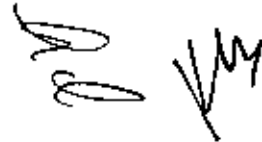
SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>BRIDGE ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MATERIAL AND ERECTION OF CULVERT 08.01N-11.50E	L.S.	1	\$195,500.00	\$195,500.00
2	ADDITIONAL COST OF PILE (SET PRICE)	L.F.	1	\$40.00	\$40.00
3	REDUCTION COST OF PILE (SET PRICE)	L.F.	1	\$30.00	\$30.00
4	PILE SPLICE (SET PRICE)	EA.	1	\$1,000.00	\$1,000.00
5	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00

NOTE: Bidder shall extend all items and total bid.

TOTAL BID \$198,570.00

CONTRACTOR Bettis Asphalt & Construction, Inc.

Handwritten signature and initials, likely of the contractor or a representative.



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To: Board of County Commissioners

From: Chad Voigt, P.E., Deputy Public Works Director *CV*

Date: November 20, 2018

Re: Correction to construction contract for Project No. 2018-54
Replacement of Culvert 0801-1150

The Schedule of Prices listed in the bid documents for Project No. 2018-54 contained an error. Line item #3 should have been -\$30.00. The result of this error is that each bid submitted needs to be reduced by \$60.00. The error was consistent in all of the bids received therefore Bettis Asphalt & Construction still submitted the lowest bid.

The attached corrected Schedule of Prices has been added to the Contract with Bettis Asphalt & Construction.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

CORRECTED SCHEDULE OF PRICES

<u>LINE ITEM NO.</u>	<u>BRIDGE ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MATERIAL AND ERECTION OF CULVERT 08.01N-11.50E	L.S.	1	\$195,500.00	\$195,500.00
2	ADDITIONAL COST OF PILE (SET PRICE)	L.F.	1	\$40.00	\$40.00
3	REDUCTION COST OF PILE (SET PRICE)	L.F.	1	(\$30.00)	(\$30.00)
4	PILE SPLICE (SET PRICE)	EA.	1	\$1,000.00	\$1,000.00
5	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00

NOTE: Bidder shall extend all items and total bid.

TOTAL BID \$198,510.00

CONTRACTOR Bettis Asphalt & Construction, Inc.

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2018-54

BID #18-F-0013

CONTRACT

THIS CONTRACT, made and entered into this 28th day of November, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Bettis Asphalt & Construction, Inc., Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

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

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

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

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

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

CONTRACT (continued)

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-54
BID #18-F-0013

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2018-54 consists of designing a replacement for Structure 08.01N-11.50E within the provided design parameters, supplying materials and constructing the approved structure. All grading, surveying, and removal of existing structures will be performed by Douglas County forces:

Douglas County Project 2018-54 is located on E1150 Road approximately 6 miles southwest of Lawrence, KS in Douglas County, KS

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	COVERSHEET
2	GENERAL NOTES, TYPICAL SECTIONS, BORELOGS, AND QUANTITIES
3	GENERAL LAYOUT AND RIGHT-OF-WAY
4	ROAD PLAN AND PROFILE
5	CHANNEL PLAN AND PROFILE
6	GRADING PLAN
7-8	TRAFFIC CONTROL AND PERMENANT SIGN PLANS

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

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

ENGINEER:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

OPERATIONS OF OTHERS:

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

INSPECTION:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

RIGHT-OF-WAY:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SPECIFICATIONS:

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

INDEMNITY PROVISION:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

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

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

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

Project Scheduling, Working & Clean-up Days, and Liquidated Damages:

1. The Notice to Proceed "NTP" will be issued between Monday, January 14, 2019 and Monday, March 4, 2019 depending on the contractor's schedule.
2. Once the "NTP" has been issued, this project shall be completed and opened to "unrestricted traffic" as defined in section 108.4 of the Specifications within 40 Working Days.
3. Cleanup Time: The Contractor will be allowed 5 clean-up calendar days as per Section 108.6.
4. Liquidated damages shall be as shown in Table 108-1 of the Standard Specifications.

SECTION 401

GENERAL CONCRETE

401.1 DESCRIPTION

Provide the grades of concrete specified in the Contract Documents.
See **SECTION 402** for specific requirements for Structural Concrete.
See **SECTION 403** for specific requirements for On Grade Concrete.
See **SECTION 404** for specific requirements for Prestressed Concrete.

401.2 MATERIALS

Provide materials that comply with the applicable requirements.

Aggregate	DIVISION 1100
Admixtures and Plasticizers	DIVISION 1400
Grade 2 Calcium Chloride	DIVISION 1700
Cement, Fly Ash, Silica Fume, Slag Cement and Blended Supplemental Cementitious.. ..	DIVISION 2000
Water	DIVISION 2400

ADD THE FOLLOWING -

401.25 CONCRETE USED ON DOUGLAS COUNTY PROJECTS

- a. ALL CONCRETE USED ON DOUGLAS COUNTY PROJECTS MUST BE PREVIOUSLY APPROVED BY KDOT (SECTION 401 – LATEST EDITION) FOR A SIMILAR PROJECT OR USE, AND HAVE AN ASSIGNED KDOT MIX DESIGN NUMBER.
- b. ALL MIX DESIGN SUBMITTALS SHALL BE FILLED OUT ON KDOT FORM 694 AND ALL REQUIRED ATTACHMENTS WITH DOUGLAS COUNTY PROJECT AND BID NUMBERS ALONG WITH THE KDOT MIX DESIGN NUMBER.

401.3 CONCRETE MIX DESIGN

- a. **General.** Design the concrete mixes specified in the Contract Documents.
Do not place any concrete on the project until the Engineer approves the concrete mix designs. Once the Engineer approves the concrete mix design, do not make changes without the Engineer's approval.
Take full responsibility for the actual proportions of the concrete mix, even if the Engineer assists in the design of the concrete mix.
Provide aggregate gradations that comply with **DIVISION 1100** and Contract Documents.
If desired, contact the DME for available information to help determine approximate proportions to produce concrete having the required characteristics on the project.
Submit all concrete mix designs to the Engineer for review and approval. Submit completed volumetric mix designs on KDOT Form No. 694 and all required attachments at least 60 days prior to placement of concrete on the project. The Engineer will provide an initial review of the design within 5 business days following submittal.
Include the following with the mix design data:

(1) Test data.

(a) Test data from KT-73 tested at 28 days, KT-79 tested at 28 days or AASHTO T-277 tested at 56 days for all bridge overlays, Moderate Permeability Concrete, and any project with over 250 cubic yards of concrete (this includes structural concrete, on grade concrete etc.). Provide the test data for each mix, tested at the highest paste content (cementitious and water) that meets **subsection 401.3h**. Submit accelerated cure procedures for the Engineer's approval. The field verification test procedure must be the same test procedure as the mix design approval test.

(b) Test data from ASTM C 1567 for field blended cements meeting **subsection 401.3d.(6)** for all concrete utilizing all actual materials proposed for use on the project at designated percentages.

(2) Single point grading for the combined aggregates along with a plus/minus tolerance for each sieve. Use plus/minus tolerances to perform quality control checks and by the Engineer to perform aggregate grading verification testing. The tests may be performed on the combined materials or on individual aggregates, and then theoretically combined to determine compliance.

(3) Laboratory 28 day compressive strength test results on a minimum of 1 set of 3 cylinders produced from the mix design with the highest water to cementitious ratio for the project, utilizing all actual materials proposed for use on the project at designated percentages.

(4) Historical mix production data for the plant producing concrete for the project to substantiate the standard deviation selected for use in **subsection 401.3b**.

(5) Necessary materials to enable the Engineer to test the mix properties and Surface Resistivity, if applicable.

After initial review, the Engineer will perform any testing necessary to verify the design. This may include a 3 cubic yard test batch at the producing plant.

Mix designs will remain approved when verification testing for strength and permeability conducted within the last 12 months indicate continued compliance with the specifications and percentages of constituents including aggregate and cementitious materials and product, type and supplier of admixtures remain the same. Test results on the same mix from other sources are acceptable. Provide ASTM C 1567 results on an annual basis if the mix includes supplemental cementitious materials (SCM).

Improvements in concrete strength, workability, durability and permeability are possible if the combined aggregate grading is optimized. Procedures found in ACI 302.1 or other mix design techniques, approved by the Engineer, are acceptable in optimizing the mix design.

A water-reducing admixture for improving workability may be required. Adjust the designated slump accordingly.

With the exception of concrete for pavement as shown in **SECTION 403**, use the middle of the specified air content range of $6\frac{1}{2} \pm 1.5\%$ for the design of air entrained concrete.

Maximum air content is 10%. Take immediate steps to reduce the air content whenever the air content exceeds 8%.

Determine air content by KT-19 (Volumetric Method). A regularly calibrated KT-18 (Pressure Method) meter may be used for production with random verification by the Volumetric Method. See KT-19 for special requirements when using the Volumetric Method with high cementitious concretes or mixtures with midrange water reducers or plasticizers.

Delay the commencement of tests from 4 to 4½ minutes after the sample has been taken from a continuous mixer. If a batch type mixer is used, take the tests at the point of placement and begin testing immediately.

b. Concrete Mix Design Based On Previous Data. Provide concrete mix designs based on previous 28-day compressive strength test data from similar concrete mixtures. Similar mixtures are within 1000 psi of the specified 28-day compressive strength, and are produced with the same type and sources of cementitious materials, admixtures and aggregates.

Consider sand sources the same, provided they are not more than 25 miles apart on the same river and no tributaries enter the river between the 2 points. Consider crushed locations similar if they are mined in one continuous operation, and there is no significant change in geology. Mixes that have changes of more than 10% in proportions of cementitious materials, aggregates or water content are not considered similar.

Air entrained mixes are not considered similar to non-air entrained mixes.

Mixes tested with admixtures are not the same as mixes tested without those admixtures.

Test data should represent at least 30 separate batches of the mix. One set of data is the average of at least 2 cylinders from the batch. The data shall represent a minimum of 45 days of production within the past 12 months.

Do not include data over 1 year old. When fewer than 30 data sets are available, the standard deviation of the data must be corrected to compensate for the fewer data points.

Provide a concrete mix design that will permit no more than 5% of the 28-day compressive strength tests to fall below the specified 28-day compressive strength (f'_c) based on equation A, and no more than 1% of the 28-day compressive strength tests to fall below the specified 28-day compressive strength (f'_c) by more than 500 psi based on equation B.

Equation A: $f_{cr} = f'_c + 1.62 \cdot k \cdot s$

Equation B: $f_{cr} = (f'_c - 500) + 2.24 \cdot k \cdot s$

Where: f_{cr} = average 28-day compressive strength required to meet the above criteria.
 f'_c = specified 28-day compressive strength
 s = standard deviation of test data
 k = constant based on number of data points
 n = number of data points
 $k = 1.3 - n / 100$, where $15 < n < 30$
 $k = 1$, where $n > 30$

Provide a concrete mix design that has an average compressive strength that is equal to the larger of Equation A or Equation B. Submit all supporting test data with the mix design.

All other concrete mix designs.

For concrete mixes that have fewer than 15 data points, or if no statistical data is available, use Equations A and B to calculate f_{cr} using the following values.

$s = 20\%$ of the specified 28-day compressive strength (f'_c)
 $k = 1$

c. Portland Cement and Blended Hydraulic Cement. Unless specified otherwise in the Contract Documents, select the type of portland cement or blended hydraulic cement according to **TABLE 401-1**.

Design concrete with a maximum water to cementitious ratio of 0.50 and minimum cementitious content of 480 lbs per cubic yard except for concrete for pavement and shoulders.

TABLE 401-1: PORTLAND CEMENT & BLENDED HYDRAULIC CEMENT	
Concrete for:	Type of Cement Allowed
On Grade Concrete	Type IP(x) Portland-Pozzolan Cement Type IS(x) Portland- Slag Cement Type IT(Ax)(By) Ternary Blended Cement Type II Portland Cement
All Concrete other than On Grade Concrete.	Type I Portland Cement Type IP(x) Portland-Pozzolan Cement Type IS(x) Portland- Slag Cement Type IT(Ax)(By) Ternary Blended Cement Type II Portland Cement
High Early Strength Concrete	Type III Portland Cement Type I, IP(x), IS(x), IT(Ax)(By), or II Cement may be used if strength and time requirements are met.

d. Blended Cement Concrete. When approved by the Engineer, the concrete mix design may include SCMs such as fly ash, slag cement, silica fume or blended SCM from an approved source as a partial replacement for portland cement or blended hydraulic cement. Obtain the Engineer's approval before substituting SCMs for Type III cement. Changes in SCM or cement will require a new mix design approval.

- (1) Cements meeting **SECTION 2001** are not field blended cements.
- (2) Cements with SCMs added at the concrete mixing plant are field blended cements.
- (3) Supplementary materials can be combined with cement to create field blended cements. Do not exceed allowable substitution rates noted in **TABLE 401-2**. Substitute 1 pound of SCM for 1 pound of cement.
- (4) SCMs in prequalified cements are to be included in the total combined substitution rate.

TABLE 401-2: ALLOWABLE SUBSTITUTION RATE FOR SUPPLEMENTARY CEMENTITIOUS MATERIAL.	
Material	Substitution Rate*
Slag Cement	40% Maximum
Fly Ash	25% Maximum
Blended SCM	25% Maximum
Silica Fume	5% Max
Total Combined	50%

* Total Substitution Rate includes material in preblended cements and blended SCMs.

(5) Design field blended cement concrete meeting the applicable requirements for Volume of Permeable Voids, Surface Resistivity, or Rapid Chloride Permeability using the parameters described in **subsection 401.3a**.

(6) For field blended cementitious material provide mortar expansion test results from ASTM C 1567 using the project's mix design concrete materials at their designated percentages. Provide a mix with a maximum expansion of 0.10 % at 16 days after casting.

ASTM C 1567 is not necessary for concrete modified with **only** silica fume.

When used, add silica fume with other cementitious materials during batching procedures. If the silica fume cannot be added to the cementitious materials, add the loose silica fume to the bottom of the stationary drum that is wet, but has no standing water, before adding the dry materials. The Engineer may approve shreddable bags on a performance basis, only when a central batch mixing process is used. If so, add the bags to half of the mixing water and mix before adding cementitious materials, aggregate and remainder of water.

Mix silica fume modified concrete for a minimum of 100 mixing revolutions.

(7) Submit complete mix design data including proportions and sources of all mix ingredients, and the results of strength tests representing the mixes proposed for use. The strength data may come from previous KDOT project records or from a laboratory regularly inspected by Cement and Concrete Reference Laboratory (CCRL), and shall equal or exceed the strength requirements for the Grade specified in the Contract Documents as determined by subsection 401.3b. Perform compressive strength tests according to KT-76.

e. Strength. Design concrete to meet TABLE 401-3.

TABLE 401-3: CONCRETE STRENGTH REQUIREMENTS	
Specified 28 Day Compressive Strengths, minimum, psi <i>f'</i> c	
Grade of Concrete:	Non Air Entrained/Air Entrained Concrete
Grade 7.0	7,000
Grade 6.0	6,000
Grade 5.0	5,000
Grade 4.5	4,500
Grade 4.0	4,000
Grade 3.5	3,500
Grade 3.0	3,000
Grade 2.5	2,500

f. High Early Strength Concrete. Design the high early strength concrete mix to comply with strength and time requirements specified in the Contract Documents.

Unless otherwise specified, design high early strength concrete for pavement at a minimum of 1 of the Contractor's standard deviations above 2400 psi (cylinders) at 24 hours.

Submit complete mix design data including proportions and sources of all mix ingredients, and the results of time and strength tests representing the mixes proposed for use. The strength and time data may come from previous KDOT project records or from an independent laboratory, and shall equal or exceed the strength and time requirements listed in the Contract Documents.

g. Slump. Designate a slump for each concrete mix design that is required for satisfactory placement of the concrete application not to exceed 5 inches except where controlled by maximum allowable slumps stated in SECTIONS 402, 403 and 404. Reject concrete with a slump that limits the workability or placement of the concrete.

h. Permeability. Except for Structural Concrete as shown in **SECTION 402**, supply a concrete with either a maximum 28 day Volume of Permeable Voids of 12.0% as per KT-73, a minimum 28 day surface resistivity of 9.0 kΩ-cm as per KT-79, or a maximum 56 day Rapid Chloride Permeability of 3,000 Coulombs as per AASHTO T-277. The field verification test procedure must be the same test procedure as the mix design approval test.

i. Admixtures for Acceleration, Air-Entraining, Plasticizing, Set Retardation and Water Reduction. Verify that the admixtures used are compatible and will work as intended without detrimental effects. Use the dosages recommended by the admixture manufacturers. Incorporate and mix the admixtures into the concrete mixtures according to the manufacturer's recommendations. Determine the quantity of each admixture for the concrete mix design. The Engineer will allow minor adjustments to the dose rate of admixtures to compensate for environmental changes during placement without a new concrete mix design or trial batch.

Redosing is permitted to control slump or air content in the field, when approved by the Engineer, time and temperature limits are not exceeded, and at least 30 mixing revolutions remain before redosing. Redose according to manufacturer's recommendations.

If another admixture is added to an air-entrained concrete mixture, determine if it is necessary to adjust the air-entraining admixture dosage to maintain the specified air content.

(1) **Accelerating Admixture.** When specified in the Contract Documents, or in situations that involve contact with reinforcing steel and require early strength development to expedite opening to traffic, a non-chloride accelerator may be approved. The Engineer may approve the use of a Type C or E accelerating admixture. A Grade 2 calcium chloride accelerator may be used when patching an existing pavement more than 10 years old.

Add the calcium chloride by solution (the solution is considered part of the mixing water).

- For a minimum cure of 4 hours at 60°F or above, use 2% (by dry weight of cement) calcium chloride.
- For a minimum cure of 6 hours at 60°F or above, use 1% (by dry weight of cement) calcium chloride.

(2) **Air-Entraining Admixture.** When specified, use an air-entraining admixture in the concrete mixture.

(3) **Water-Reducers and Set-Retarders.** If unfavorable weather or other conditions adversely affect the placing and finishing properties of the concrete mix, the Engineer may allow the use of water-reducers and set-retarders. Verify that the admixtures will work as intended without detrimental effects. If the Engineer approves the use of water-reducers and set-retarders, their continued use depends on their performance. If at any point, a water-reducer is used to produce a slump equal to or greater than 7 ½ inches, comply with **subsection 401.3g**.

(4) **Plasticizer Admixture.** A plasticizer is defined as an admixture that produces flowing concrete, without further addition of water, and/or retards the setting of concrete. Flowing concrete is defined as having a slump equal to or greater than 7 ½ inches while maintaining a cohesive nature.

Include a batching sequence in the concrete mix design. Consider the location of the concrete plant in relation to the job site, and identify when and at what location the water reducer or plasticizer is added to the concrete mixture.

Manufacturers of plasticizers may recommend mixing revolutions beyond the limits specified in **subsection 401.8**. If necessary, address the additional mixing revolutions in the concrete mix design. The Engineer may allow up to 60 additional revolutions when plasticizers are designated in the mix design.

Before the concrete mixture with a slump equal to or greater than 7 ½ inches is used on the project, conduct tests on at least 1 full trial batch of the concrete mix design in the presence of the Engineer to determine the adequacy of the dosage and the batching sequence of the plasticizer to obtain the desired properties. Determine the air content of the trial batch both before and after the addition of the plasticizer. Monitor the slump, air content, temperature and workability at regular intervals of the time period from when the plasticizer is added until the estimated time of completed placement. At the discretion of the Engineer, if all the properties of the trial batch remain within the specified limits, the trial batch may be used in the project.

Do not add water after plasticizer is added to the concrete mixture.

401.4 REQUIREMENTS FOR COMBINED MATERIALS

a. Measurements for Proportioning Materials.

(1) Cement. Measure cement as packed by the manufacturer. A sack of cement is considered as 0.04 cubic yards weighing 94 pounds net. Measure bulk cement by weight. In either case, the measurement must be accurate to within 0.5% throughout the range of use.

(2) Supplemental Cementitious Materials. Supplemental cementitious materials proportioning and batching equipment is subject to the same controls as required for cement. Provide positive cut off with no leakage from the cut off valve. Cementitious materials may be weighed accumulatively with the cement or separately. If weighed accumulatively, weigh the cement first.

(3) Water. Measure the mixing water by weight or by volume accurate to within 1% throughout the range of use.

(4) Aggregates. Measure the aggregates by weight, accurate to within 0.5% throughout the range of use.

(5) Admixtures. Measure liquid admixtures by weight or volume, accurate to within 3% of the quantity required. If liquid admixtures are used in small quantities in proportion to the cement as in the case of air-entraining agents, use readily adjustable mechanical dispensing equipment capable of being set to deliver the required quantity and to cut off the flow automatically when this quantity is discharged.

b. Testing of Aggregates.

(1) Production of On Grade Concrete Aggregate (OGCA). If OGCA is required, notify the Engineer in writing at least 2 weeks in advance of producing the aggregate. Include the source of the aggregate and the date production will begin. Failure to notify the Engineer, as required, may result in rejection of the aggregate for use as OGCA. Maintain separate stockpiles for OGCA at the quarry and at the batch site and identify them accordingly.

(2) Testing Aggregates at the Batch Site. Provide the Engineer with reasonable facilities at the batch site for obtaining samples of the aggregates. Provide adequate and safe laboratory facilities at the batch site allowing the Engineer to test the aggregates for compliance with the specified requirements.

KDOT will sample and test aggregates from each source to determine their compliance with specifications. Do not batch the concrete mixture until the Engineer has determined that the aggregates comply with the specifications. KDOT will conduct sampling at the batching site, and test samples according to the Sampling and Testing Frequency Chart in Part V. For QC/QA contracts, establish testing intervals within the specified minimum frequency.

After initial testing is complete, and the Engineer has determined that the aggregate process control is satisfactory, use the aggregates concurrently with sampling and testing as long as tests verify compliance with specifications. When batching, sample the aggregates as near the point of batching as feasible. Sample from the stream as the storage bins or weigh hoppers are loaded. If samples cannot be taken from the stream, take them from approved stockpiles, or use a template and sample from the conveyor belt. If test results indicate an aggregate does not comply with specifications, cease concrete production using that aggregate. Unless a tested and approved stockpile for that aggregate is available at the batch plant, do not use any additional aggregate from that source and specified grading until subsequent testing of that aggregate indicate compliance with specifications. When tests are completed and the Engineer is satisfied that process control is satisfactory, production of concrete using aggregates tested concurrently with production may resume.

c. Handling of Materials.

(1) Approved stockpiles are permitted only at the batch plant and only for small concrete placements or for maintaining concrete production. Mark the approved stockpile with an "Approved Materials" sign. Provide a suitable stockpile area at the batch plant so that aggregates are stored without detrimental segregation or contamination. At the plant, limit stockpiles of tested and approved coarse, fine and intermediate aggregate to 250 tons each, unless approved for more by the Engineer. If mixed aggregate is used, limit the approved stockpile to 500 tons, the size of each being proportional to the amount of each aggregate to be used in the mix.

Load aggregates into the mixer such that no material foreign to the concrete or material capable of changing the desired proportions is included.

(2) Segregation. Do not use segregated aggregates. Previously segregated materials may be thoroughly re-mixed and used when representative samples taken anywhere in the stockpile indicated a uniform gradation exists.

(3) Cement and Supplemental Cementitious. Protect cement and supplemental cementitious materials in storage or stockpiled on the site from any damage by climatic conditions which would change the characteristics or usability of the material.

(4) Moisture. Provide aggregate with a moisture content of $\pm 0.5\%$ from the average of that day. If the moisture content in the aggregate varies by more than the above tolerance, take whatever corrective measures are necessary to bring the moisture to a constant and uniform consistency before placing concrete. This may be accomplished by handling or manipulating the stockpiles to reduce the moisture content, or by adding moisture to the stockpiles in a manner producing uniform moisture content through all portions of the stockpile.

For plants equipped with an approved accurate moisture-determining device capable of determining the free moisture in the aggregates, and provisions made for batch to batch correction of the amount of water and the weight of aggregates added, the requirements relative to manipulating the stockpiles for moisture control will be waived. Any procedure used will not relieve the producer of the responsibility for delivering concrete of uniform slump within the limits specified.

(5) Separation of Materials in Tested and Approved Stockpiles. Only use KDOT Approved Materials. Provide separate means for storing materials approved by KDOT. If the producer elects to use KDOT Approved Materials for non-KDOT work, during the progress of a project requiring KDOT Approved Materials, inform the Engineer and agree to pay all costs for additional material testing.

Clean all conveyors, bins and hoppers of any unapproved materials before beginning the manufacture of concrete for KDOT work.

401.5 MORTAR AND GROUT

a. General. Follow the proportioning requirements in **subsection 401.5b.** and **c.** for mortar and grout unless otherwise specified in the Contract Documents, including altering the proportions when a minimum strength is specified.

b. Mortar. Mortar is defined as a mixture of cementitious materials, FA-M aggregate and water, which may contain admixtures, and is typically used to minimize erosion between large stones or to bond masonry units.

Proportion mortar for laying stone for stone rip-rap, slope protection, stone ditch lining or pavement patching at 1 part of portland cement and 3 parts of FA-M aggregate by volume with sufficient water to make a workable and plastic mix.

Proportion mortar for laying brick, concrete blocks or stone masonry at ½ part masonry cement, ½ part portland cement and 3 parts FA-M aggregate, either commercially produced masonry sand or FA-M, by volume with sufficient water to make a workable and plastic mix.

Do not use air-entraining agents in mortar for masonry work.

The Engineer may visually accept the sand used for mortar. The Engineer may visually accept any recognized brand of portland cement or masonry cement that is free of lumps.

c. Grout. Grout is defined as a mixture of cementitious materials with or without aggregate or admixtures to which sufficient water is added to produce a pouring or pumping consistency without segregation of the constituent materials and meeting the applicable specifications.

401.6 COMMERCIAL GRADE CONCRETE

If the Contract Documents allow the use of commercial grade concrete for designated items, then use a commercial grade mixture from a ready mix plant approved by the Engineer.

The Engineer must approve the commercial grade concrete mixture. Approval of the commercial grade mixture is based on these conditions:

- All materials are those normally used for the production and sale of concrete in the vicinity of the project.
- The mixture produced is that normally used for the production and sale of concrete in the vicinity of the project.
- The mixture produced contains a minimum cementitious content of 6 sacks (564 lbs) of cementitious material per cubic yard of concrete.
- The water-cementitious ratio is as designated by the Engineer. The maximum water-cementitious ratio permitted may not exceed 0.50 pounds of water per pound of cementitious material including free water in the aggregate.
- Type I, II, III, IP, IS or IT cement may be used unless otherwise designated. Fly ash, slag cement and blended supplemental materials may be substituted for the required minimum cement content as specified in **subsection 401.3.** No additives other than air entraining agent will be allowed. The Contractor will not be required to furnish the results of strength tests when submitting mix design data to the Engineer.
- In lieu of the above, approved mix designs (including optimized) for all other grades of concrete, Grade 3.0 or above, are allowable for use as commercial grade concrete, at no additional cost to KDOT.

Exercise good engineering judgment in determining what equipment is used in proportioning, mixing, transporting, placing, consolidating and finishing the concrete.

Construct the items with the best current industry practices and techniques.

Before unloading at the site, provide a delivery ticket for each load of concrete containing the following information:

- Name and location of the plant.
- Time of batching concrete.
- Mix proportions of concrete (or a mix designation approved by the Engineer).
- Number of cubic yards of concrete batched.

Cure the various items placed, as shown in **DIVISION 700**.

The Engineer may test commercial grade concrete by molding sets of 3 cylinders. This is for informational purposes only. No slump or unit weight tests are required.

401.7 CERTIFIED CONCRETE

If KDOT inspection forces are not available on a temporary basis, the Engineer may authorize the use of concrete from approved concrete plants. Approval for this operation is based on certification of the plant and plant personnel, according to KDOT standards. KDOT's approval may be withdrawn any time that certification procedures are not followed. Contact the DME for additional information.

The Engineer will not authorize the use of certified concrete for major structures such as bridges, RCB box bridges, RCB culverts, permanent main line and ramp pavement or other structurally, critical items.

Each load of certified concrete must be accompanied by a ticket listing mix proportions, time of batching and setting on revolution counter, total mixing revolutions and must be signed by certified plant personnel.

401.8 MIXING, DELIVERY AND PLACEMENT LIMITATIONS

a. Concrete Batching, Mixing and Delivery. Batch and mix the concrete in a central mix plant, in a truck mixer or in a drum mixer at the work site. Provide plant capacity and delivery capacity sufficient to maintain continuous delivery at the rate required. The delivery rate of concrete during concreting operations must provide for the proper handling, placing and finishing of the concrete.

Seek the Engineer's approval of the concrete plant/batch site before any concrete is produced for the project. The Engineer will inspect the equipment, the method of storing and handling of materials, the production procedures and the transportation and rate of delivery of concrete from the plant to the point of use. The Engineer will grant approval of the concrete plant/batch site based on compliance with the specified requirements. The Engineer may, at any time, rescind permission to use concrete from a previously approved concrete plant/batch site upon failure to comply with the specified requirements.

Clean the mixing drum before it is charged with the concrete mixture. Charge the batch into the mixing drum such that a portion of the water is in the drum before the aggregates and cementitious material. Uniformly flow materials into the drum throughout the batching operation. All mixing water must be in the drum by the end of the first 15 seconds of the mixing cycle. Keep the throat of the drum free of accumulations restricting the flow of materials into the drum.

Do not exceed the rated capacity (cubic yards shown on the manufacturer's plate on the mixer) of the mixer when batching the concrete. The Engineer may allow an overload of up to 10% above the rated capacity for central mix plants and drum mixers at the work site, provided the concrete test data for strength, segregation and uniform consistency are satisfactory, and no concrete is spilled during the mixing cycle.

Operate the mixing drum at the speed specified by the mixer's manufacturer (shown on the manufacturer's plate on the mixer).

Mixing time is measured from the time all materials, except water, are in the drum. If it is necessary to increase the mixing time to obtain the specified percent of air in air-entrained concrete, the Engineer will determine the mixing time.

If the concrete is mixed in a central mix plant or a drum mixer at the work site, mix the batch between 1 to 5 minutes at mixing speed. Do not exceed the maximum total 60 mixing revolutions. Mixing time begins after all materials, except water, are in the drum, and ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. Mix time may be reduced for plants utilizing high performance mixing drums provided thoroughly mixed and uniform concrete is being produced with the proposed mix time. Performance of the plant must conform to Table A1.1 of ASTM C 94, Standard Specification for Ready Mixed Concrete. Five of the 6 tests listed in Table A1.1 must be within the limits of the specification to indicate that uniform concrete is being produced.

If the concrete is mixed in a truck mixer, mix the batch between 70 and 100 revolutions of the drum or blades at mixing speed. After the mixing is completed, set the truck mixer drum at agitating speed. Unless the mixing unit is equipped with an accurate device indicating and controlling the number of revolutions at mixing speed, perform the mixing at the batch plant and operate the mixing unit at agitating speed while travelling from the plant to the work site. Do not exceed 300 total revolutions (mixing and agitating). An additional 60 mixing revolutions may be allowed by the Engineer when plasticizers are designated in the mix design.

If a truck mixer or truck agitator is used to transport concrete that was completely mixed in a stationary central mixer, agitate the concrete while transporting at the agitating speed specified by the manufacturer of the equipment (shown on the manufacturer's plate on the equipment). Do not exceed 200 total revolutions (additional re-mixing and agitating).

Provide a batch slip including batch weights of every constituent of the concrete and time for each batch of concrete delivered at the work site, issued at the batching plant that bears the time of charging of the mixer drum with cementitious materials and aggregates. Include quantities, type, product name and manufacturer of all admixtures on the batch ticket.

On paving projects and other high volume work, the Engineer will evaluate the haul time, and whether tickets will be collected for every load. Thereafter, random checks of the loads will be made. Maintain all batch tickets when not collected.

When non-agitating equipment is used for transportation of concrete, place within 30 minutes of adding the cement to the water. Provide approved covers for protection against the weather when required by the Engineer.

When agitating equipment is used for transportation of the concrete, place concrete within the time and temperature conditions shown in TABLE 401-5.

TABLE 401-5: AMBIENT AIR TEMPERATURE AND AGITATED CONCRETE PLACEMENT TIME		
T = Ambient Air Temperature at Time of Batching (°F)	Time limit agitated concrete must be placed within, after the addition of cement to water (hours)	Admixtures
$T < 75$	1 ½	None
$75 \leq T$	1	None
$75 \leq T < 90$	1 ½	Set Retarder

In all cases, if the concrete temperature at time of placement is 90°F or above, or under conditions contributing to quick stiffening of the concrete, place the concrete within 45 minutes of adding the cement to the water. Do not use concrete that has developed its initial set. Regardless of the speed of delivery and placement, the Engineer will suspend the concreting operations until corrective measures are taken, if there is evidence that the concrete cannot be adequately consolidated.

Weather conditions and the use of admixtures can affect the set times for the concrete. Do not use the time limits and total revolutions as the sole criterion for rejection of concrete. Exceed the time limits and total revolutions only after demonstrating that the properties of the concrete can be improved. Evaluation of the consistency and workability should be taken into consideration. Reject concrete that cannot be adequately consolidated.

Adding water to concrete after the initial mixing is prohibited, with this exception: If the concrete is delivered to the work site in a truck mixer, the Engineer will allow water (up to 2 gallons per cubic yard) be withheld from the mixture at the batch site, and if needed, added at the work site to adjust the slump to the specified requirements. Determine the need for additional water as soon as the load arrives at the construction site. Use a calibrated water-measuring device to add the water, and add the water to the entire load. Do not add more water than was withheld at the batch site. After the additional water is added, turn the drum or blades an additional 20 to 30 revolutions at mixing speed. The Engineer will supervise the adding of water to the load, and will allow this procedure only once per load. Conduct all testing for acceptance and produce any required cylinders after all water or admixtures have been added.

Do not add water at the work site if the slump is within the designated slump tolerance, even if water was withheld.

Do not add water at the work site if the percent air is above 8%, regardless of the slump, even if water was withheld.

Do not withhold and add water if plasticizer is added to the concrete mixture at the batch site.

If at any time during the placement of concrete it is determined that redosing with water is adversely affecting the properties of the concrete, the concrete will be rejected and the Engineer will suspend the practice.

b. Placement Limitations.

(1) **Placing Concrete at Night.** Do not mix, place or finish concrete without sufficient natural light, unless an adequate, artificial lighting system approved by the Engineer is provided.

(2) **Placing Concrete in Cold Weather.** Unless authorized by the Engineer, discontinue mixing and concreting operations when the descending ambient air temperature reaches 40°F. Do not begin concreting operations until an ascending ambient air temperature reaches 35°F and is expected to exceed 40°F.

If the Engineer permits placing concrete during cold weather, aggregates may be heated by either steam or dry heat system before placing them in the mixer. Use an apparatus that heats the mass uniformly and is so arranged as to preclude the possible occurrence of overheated areas which might injure the materials. Do not heat aggregates directly by gas or oil flame or on sheet metal over fire. Aggregates that are heated in bins, by steam-coil or water-coil heating, or by other methods not detrimental to the aggregates may be used. The use of live steam on or through binned aggregates is prohibited. Unless otherwise authorized, maintain the temperature of the mixed concrete between 50 to 90°F at the time of placing. Do not, under any circumstances, continue concrete operations if the ambient air temperature is less than 20°F.

If the ambient air temperature is 35°F or less at the time the concrete is placed, the Engineer may require that the water and the aggregates be heated to between 70 and 150°F.

Do not place concrete on frozen subgrade or use frozen aggregates in the concrete.

Make adjustments for potential longer set time and slower strength gain for concrete with SCMs. Adjust minimum time requirements as stated in **SECTION 710** for concrete used in structures. For concrete paving, be aware of the effect that the use of SCMs (except silica fume) may have on the statistics and moving averages.

401.9 INSPECTION AND TESTING

Unless otherwise designated in the Contract Documents or by the Engineer, obtain samples of fresh concrete for the determination of slump, weight per cubic yard and percent of air from the final point of placement.

The Engineer will cast, store and test strength test specimens in sets of 3.

KDOT will conduct the sampling and test the samples according to **DIVISION 2500** and the Sampling and Testing Frequency Chart in Part V. For QC/QA contracts, establish testing intervals within the specified minimum frequency.

The Engineer will reject concrete that does not comply with specified requirements.

The Engineer will permit occasional deviations below the specified cementitious content, if it is due to the air content of the concrete exceeding the designated air content, but only up to the maximum tolerance in the air content.

Continuous operation below the specified cementitious content for any reason is prohibited.

As the work progresses, the Engineer reserves the right to require the Contractor to change the proportions if conditions warrant such changes to produce a satisfactory mix. Any such changes may be made within the limits of the specifications at no additional compensation to the Contractor.

APPENDIX A – NON-MANDATORY INFORMATION

GENERAL CONCRETE

Design general concrete according to **TABLE 401-A1** meeting the applicable requirements for Volume of Permeable Voids, Surface Resistivity, or Rapid Chloride Permeability as required in **subsection 401.3h**.

TABLE 401-A1: GENERAL CONCRETE

Grade of Concrete	lb. of Cementitious per yd of Concrete, minimum	lb. of Water per lb. of Cementitious, maximum
Grade 7.0(**):MA Gradation	700	0.35
Grade 6.0(**):MA Gradation	650	0.35
Grade 5.0(**):MA Gradation	602	0.35
Grade 4.5(**):MA Gradation	602	0.40
Grade 4.0(**):MA Gradation	602	0.44
Grade 3.5 and 3.0(**):MA Gradation	564	0.46
Grade 2.5(**):MA Gradation	526	0.50

General Concrete (*) (**)

*Grade as specified in the Contract Documents

Air Entrained meeting **subsection 401.3a.

Air entrained concrete with a target air of 6.5 ± 1.5 percent.

Maximum water to cementitious ratio of 0.50 and a minimum cementitious content of 480 lbs per cubic yard. Maximum limit of lb. of water per lb. of cementitious material includes free water in aggregates, but excludes water of absorption of the aggregates.

APPENDIX B – NON-MANDATORY INFORMATION

SUGGESTED GUIDELINES FOR MEETING KDOT'S PERMEABILITY SPECIFICATIONS

General:

Water and chlorides permeate through the mortar and paste of the concrete mixes. They do not readily permeate through the larger aggregates. Permeability can be improved by decreasing the mortar and paste of the concrete mix and increasing the coarse aggregate portions.

The use of optimized mix designs, blended cements, and/or supplementary cementitious materials (SCMs) can reduce the permeability of concrete. **SECTIONS 1102 and 1116, Aggregates for Concrete** describes optimized aggregate gradations for concrete mixes. Additional testing for alkali silica reaction (ASR) is required when SCMs are used in concrete as per **SECTION 401**. The amount of SCMs required to pass the ASR testing may be different than the amount required to comply with the permeability specifications. SCMs may also lower the necessary water cement (w/c) ratio and may slow set times and strength gain.

Optimizing the coarse aggregate gradations can decrease permeability. This includes mixes with more than 60% retained on the # 8 sieve and gradations with fineness modulus above 4.75. A fineness modulus of over 5.0 can yield even better results. Use the largest practical nominal maximum size aggregate allowed.

In general, keeping the w/c ratio below 0.43 may help meet the permeability specifications, as may lower cementitious content mixes when using Type I/II cements. These two properties control the paste in the mix. Concrete mixes with less than 25% paste (as displayed on KDOT Form 694) are more likely to pass the permeability specifications. Acceptable concrete can be mixed with paste contents of 23% or lower. Water cement ratios below 0.39 often do not provide enough water for all constituents to properly react, especially when admixtures are used, and may be counterproductive. High early strength concrete mixes using Type III cement and higher cementitious contents have also been able to pass the Standard Permeability requirements because of their low w/c ratios.

In general, the use of water reducers is helpful in reducing the paste content. Material compatibilities, following the admixture suppliers' recommendations for dosage rates, and the order of introduction of the chemicals into the mix are paramount to meeting KDOT specifications. Contractors should work with their admixture suppliers to find an admixture that works well with their combination of materials.

Changes made to an approved mix design will change the permeability, especially additional water, or redosing water that was withheld from the mix at a concrete plant. It is also recommended that concrete producers verify their mixes with a minimum of 3 cubic yards after doing their laboratory mix designs.

Standard Permeability Concrete (SPC) Requirements:

- Volume of Permeable Voids 12.0% max, or
- Surface Resistivity 9.0 kΩ-cm min, or
- RCPT 3000 Coulombs max.

The SPC requirements may be met without the use of optimized mix designs, blended cements or SCMs.

With certain aggregates, 25% slag cement will be required to pass the ASR testing. With other aggregates, a minimum of 30% slag cement by weight of total cementitious materials is usually needed. Some fly ashes require a minimum of 18% to 20% of the total cementitious material to pass the ASR test. Class C fly ash will react differently than Class F fly ash.

Some people believe that lower absorption aggregates have a better chance of meeting the permeability specification, but higher absorption aggregates have been used in concrete mixes utilizing these guidelines and have met the SPC specifications. KDOT has found that the properties of the concrete are often more important than the absorption of the aggregate when meeting this specification.

Moderate Permeability Concrete (MPC) Requirements:

Volume of Permeable Voids 11.0% max, or
Surface Resistivity 13.0 k Ω -cm min, or
RCPT 2000 Coulombs max.

Concrete mixes for MPC will require aggregates with a minimum Soundness of 0.95, a maximum LA Wear of 40, and a minimum Acid Insoluble Residue of 85%. These aggregates, by nature, are harder aggregates with very low absorption. MPC may rely more heavily on optimized gradations, blended cements or SCMs in order to meet the specification. Consideration could be given to ternary blends of cementitious materials, using more than one SCM, or combining a blended cement with an additional SCM. Combinations of 25% to 30% slag cement with as little as 10% to 25% Class C fly ash have been very effective in keeping permeabilities below the level required for MPC. Incorporation of 20% Class F Fly Ash will often satisfy the requirements of the MPC specification.

Low Permeability Concrete (LPC) Requirements:

Volume of Permeable Voids 9.5% max, or
Surface Resistivity 27.0 k Ω -cm min, or
RCPT 1000 Coulombs max.

LPC will also use harder aggregates with very low absorption. These mixes must be optimized with the MA-6 gradation. Mix designs with 5% silica fume and 95% Type I/II cement often meet the LPC requirements. These mixes have traditionally been known as silica fume concrete. Ternary mix designs are useful in meeting these requirements. Consider using 3% to 5% silica fume with 25% to 30% slag cement, or 25% to 30% slag cements with 10% to 25% Class C fly ash. Class F fly ash alone may also be effective in reducing the permeability to these levels.

Contact KDOT's Bureau of Research or the District Office for additional guidance in meeting the Permeability Specifications.

CULVERT NO. 08.01N-11.50E REPLACEMENT

700.1 DESCRIPTION

The contractor shall submit, with the proposal, sufficient information to allow the County Engineer to determine that the proposed structure meets all design criteria as shown on plan sheet 4 of 8 (also listed below). The information submitted shall include:

- Structure Description
- Method of Construction
- Culvert Dimensions and Configuration
- Material Types
- Preliminary plans may be submitted if available
- Engineering Consultant

BID ITEMS

Material and Erection of Culvert 08.01N-11.50E

UNITS

Lump Sum

700.2 MATERIALS

Provide materials that comply with the **KDOT Specifications**.

700.3 REQUIREMENTS

a. General Requirements:

(1) The Engineer may request references of at least three (3) owners of previous projects performed by the prospective bidder. Previous projects should be of similar scope and magnitude.

(2) Designers shall submit the Type & Size configuration to allow Douglas County to determine the proposed structure meet all design criteria.

700.4 DESIGN CRITERIA FOR CULVERT 08.01N-11.50E

(1) Unless otherwise specified below, design and construction work shall be performed in accordance with the latest version of applicable federal and state specifications.

- a. KDOT standard specifications for road and bridge construction
 - b. KDOT bridge design manual
 - c. AASHTO standard specifications for highway bridges
 - d. AASHTO LRFD bridge design specifications
- (2) Design Loading: Live load--HL-93
 - (3) Foundation: Driven piles (Based on 45-FT individual pile length)
 - (4) Minimum span of structure: 14' single span, as measured along centerline of the road.
 - (5) Maximum span of structure: 20' single span, as measured along centerline of the road.
 - (6) Minimum roadway structure width: 24'
 - (7) Maximum roadway structure width: 26'
 - (8) Skew: 30° Left
 - (9) The proposed deck shall be reinforced concrete
 - (10) An at-grade deck shall have a crown with a 2.00% cross slope perpendicular to road centerline

CULVERT 08.01N-11.50E REPLACEMENT

700.4 DESIGN CRITERIA FOR CULVERT 08.01N-11.50E (Cont.)

- (11) Bridge rail:
 - A. Thrie beam or W-beam bridge rail for the full structure length
 - B. SRT End Shoe at each rail end with no guardrail approach terminals
 - C. Supported on posts spaced at 6'-3" on-center
 - D. 2'-3" Minimum rail height above edge of road elevation
- (12) Proposed waterway opening: Equal to or greater than 140 SQ. FT.
- (13) Culvert shall be designed and plans sealed by a professional engineer licensed in the State of Kansas
- (14) Shop drawings shall be submitted to the County Engineer for review and approval
- (15) All required permits have been acquired by Douglas County.
- (16) Geotech Reference: Geotechnical Exploration – Crossing Structure 08.01N-11.50E Replacement – Pleasant Grove, Kansas; Dated July 26, 2018; Prepared by Geotechnology, Inc.

700.5 MEASUREMENT AND PAYMENT

The Engineer will measure Culvert 08.01N-11.50E as a lump sum.
Payment for "Material and Erection of Culvert 08.01N-11.50E" at the contract unit price is full compensation for the specified work.

SECTION 704

PILING

704.1 DESCRIPTION

Drive the specified types of piles to the penetration and bearing values shown in the Contract Documents.

BID ITEMS

Piles (*) (**)

Additional Cost of Pile (set price)

Reduction Cost of Pile (set price)

Pile Splice (set price)

Test Piles (*) (**)

Test Piles (Special) (*) (**)

Cast Steel Pile Points

Pre-Drilled Pile Holes

*Type: Cast-In-Place Concrete, Prestressed Concrete, Steel or Steel Sheet, Corrugated Metal Sheet *

**Size

*Black or Galvanized

UNITS

Linear Foot

Linear Foot

Linear Foot

Each

Linear Foot

Linear Foot

Each

Linear Foot

704.2 MATERIALS

Provide materials that comply with the applicable requirements.

Concrete	SECTIONS 401 & 402
Aggregates for Concrete Not On Grade	SECTIONS 1102
Prestressed Concrete Piles	DIVISION 700
Steel Bars for Concrete Reinforcement	DIVISION 1600
Steel Piling and Steel Pile Points	DIVISION 1600
Type B Preformed Expansion Joint Filler	DIVISION 1500
Paint Materials	DIVISION 1800

704.3 PILE DRIVING EQUIPMENT

a. **General.** Pile driving hammers other than drop hammers shall be of the size needed to develop the energy required to drive piles at a penetration rate of not less than 0.10 inches per blow at the minimum driving resistance according to the appropriate pile driving formula in TABLE 704-1.

In addition to all other requirements, single and double acting diesel hammers and air/steam hammers require the following:

(1) **Open-End (Single Acting) Diesel Hammer.** Equip open-end (single acting) diesel hammers with a device such as rings on the ram or a scale (jump stick) extending above the ram cylinder, to permit the Engineer to visually determine hammer stroke at all times during pile driving operation. Also, provide the Engineer a chart from the hammer manufacturer equating stroke and blows per minute for the open-end diesel hammer to be used.

(2) **Closed-End (Double Acting) Diesel Hammer.** Equip closed-end (double acting) diesel hammers with a bounce chamber pressure gauge, mounted near ground level so as to be easily read by the Engineer. Also, provide the Engineer a chart, calibrated to actual hammer performance, equating bounce chamber pressure to either equivalent energy or stroke for the closed-end diesel hammer to be used.

(3) The weight of the striking part of air/steam hammers used shall be a minimum of $\frac{1}{2}$ the weight of the pile and drive cap, and in no case shall the striking part have a weight less than 2,750 pounds.

b. **Hammers for Steel Piles, Steel Sheet Piles and Shells for Cast-in-Place Concrete Piles.** If a gravity hammer is used for driving steel piles, steel sheet and shells for cast-in-place concrete piles, use one with a minimum weight of 3,500 pounds. In no case may the weight of the gravity hammer be less than the pile being driven plus the weight of the driving cap. In lieu of weighing the hammer, a certification may be provided by the Contractor. Equip all gravity hammers with hammer guides to maintain concentric impact on the drive head or pile cushion. Regulate the fall to avoid injury to the piles. The fall shall be a maximum of 12 feet. If diesel or air/steam hammers are used, the maximum fall shall be 90% of the maximum fall recommended by the hammer manufacturer. If steam or diesel hammers are used, its rated gross energy in foot-pounds shall be a minimum of 2 $\frac{1}{2}$ times the weight of the pile in pounds. The hammer shall develop a minimum of 6,000 foot-pounds of energy per blow.

c. **Hammers for Pre-stressed Concrete Piles.** Unless otherwise provided, drive pre-stressed concrete piles with a diesel or air/steam hammer that can develop an energy per blow at each full stroke of the piston of a

minimum of 1 foot-pound for each pound of weight driven. The hammer shall develop a minimum of 6,000 foot-pounds of energy per blow.

d. Vibratory Hammers. Vibratory hammers may only be used when specifically allowed by the Contract Documents or in writing by the Engineer. If approved, vibratory hammers shall be used in combination with pile load testing and re-tapping with an impact hammer. In addition, 1 of every 10 piles driven with a vibratory hammer shall be re-tapped with an impact hammer of suitable energy to verify that acceptable load capacity was achieved.

e. Additional Equipment. The plant and equipment provided for air/steam hammers shall have sufficient capacity to maintain, under working conditions, the pressure at the hammer specified by the manufacturer. In case the required penetration or bearing is not obtained by the use of a hammer complying with the above minimum requirements, provide a hammer of greater energy or when permitted, resort to jetting or pre-drilling at Contractor expense. Use of the pile driving analyzer may be required when minimum requirements are not obtained or results are doubtful.

f. Leads. Construct pile-driving leads to afford freedom of movement for the hammer. Hold them in position with guys or stiff braces to support the pile during driving. Except where piles are driven through water, use leads of sufficient length that the use of a follower shall not be necessary. Leads shall be of sufficient length to allow them to be spiked into the ground at the onset of driving.

g. Hammer Cushion. Equip all impact pile driving equipment except gravity hammers with a suitable thickness of hammer cushion material to prevent damage to the hammer or pile and to maintain uniform driving behavior. Use hammer cushions made of durable, manufactured material that shall retain uniform properties during driving. Wire rope and asbestos hammer cushions are prohibited. Place a striking plate on the hammer cushion to maintain uniform compression of the cushion material. Inspect the hammer cushion in the presence of the Engineer when beginning pile driving at each structure or after each 100 hours of pile driving, whichever is more frequent. Replace the hammer cushion whenever there is a reduction of hammer cushion thickness exceeding 25% of the original thickness, or when the cushion begins deteriorating, tearing, etc., before continuing driving.

The following are acceptable types of pile cap material. Other materials may be used with approval of the Bureau of Construction and Materials.

(1) Micarta (Conbest) - This is an electrical insulating material composed of fabric and phenol. Replace when it starts to powderize or when it disintegrates into various layers.

(2) Nylon (2-inch thick blocks) - Occasional vertical cracking is not detrimental. However, replace after the cushion develops horizontal cracks.

(3) Hamortex (metallized paper reels) - Pay attention as it may compress or disintegrate.

(4) Force 10, Forbon, and Fosterlon - These materials are provided by manufacturers of pile driving equipment.

(5) Aluminum - Aluminum is often used to separate layers of softer cushioning material. Replace once the aluminum is deformed or broken.

(6) Wood (plywood or hardwood) should only be used with gravity hammers.

h. Pile Driving Head. Fit piles driven with impact hammers with an adequate driving head to distribute the hammer blow to the pile head. Axially align the driving head with the hammer and the pile. The driving head is guided by the leads and shall not be free swinging. The driving head shall fit around the pile head in a manner that prevents transfer of torsional force during driving while maintaining proper alignment of hammer and pile.

i. Water Jets. When jets are permitted, the number of jets and the volume and pressure of water at the jet nozzle shall be sufficient to freely erode the material adjacent to the pile. Use a plant with sufficient capacity to deliver a minimum of 100 pounds per square inch pressure at ¾-inch jet nozzles at all times. At a minimum of 5 feet before the desired penetration is reached, withdraw the jets and drive the piles to secure the final penetration with an approved hammer.

704.4 CONSTRUCTION REQUIREMENTS

a. Order Lists, Piles and Test Piles. The order list is the same as the estimated quantity (number and length of piles) shown in the Contract Documents.

For piles and test piles, provide the Engineer with the completed "Pile and Driving Equipment Data" sheet a minimum of 3 weeks before the scheduled date of driving piling. The Engineer will forward this information for Test Pile (Special) to the Chief Geologist.

When a restrike is required by the Engineer, follow subsection 704.4e, for restrike procedures. Provide piles for the structure according to the order list (number and length of piles) prepared by the Engineer.

Drive the specified test piles at the locations shown in the Contract Documents. The Engineer will use the test pile information to determine the pile tip elevation.

If multiple hammers are used on a project requiring test pile or test pile (special), drive a test pile or test pile (special), whichever is specified, with each hammer.

b. Test Pile (Special). Pile Driving Analyzer (PDA). The Engineer will use the PDA to monitor the driving of the test piles (special). Provide the Engineer with the completed "Pile and Driving Equipment Data" sheet a minimum of 3 weeks before the scheduled date of driving piling. The Engineer will forward this information to the Chief Geologist.

In order to mobilize the PDA, notify the Engineer a minimum of 5 working days before driving the test piles (special). Prior to driving the test pile (special), the Engineer will require approximately 1½ hours to prepare the test piling (special) and install the dynamic measuring equipment. If with prior approval, the piles are to be welded prior to the Engineer attaching the testing equipment, provide the Engineer with safe and reasonable means of access to the pile for preparing the pile and attaching the instruments.

When a restrike is required by the Engineer, follow subsection 704.4e.(3). for restrike procedures.

To obtain the estimated ultimate loads, the Engineer will use the PDA to take dynamic measurements as the test pile (special) is driven to the required driving resistance. If non-axial driving is indicated by dynamic test equipment measurements, immediately realign the driving system. The Engineer will use the PDA results to provide the Contractor with a blow count for production driving.

c. Driving Piles. Drive the piles with a gravity hammer, a diesel hammer, an air/steam hammer or a combination of pre-drilled holes or water jetting and a hammer. Use equipment that complies with subsection 704.3.

Drive the piles at the locations and to the vertical or battered lines shown in the Contract Documents. Use leads of sufficient length to allow them to be spiked into the ground at the onset of driving the pile.

Do not drive piles until the footing, webwall or abutment excavation is completed. Drive all of the piles required for the footing or abutment before placing any concrete in the footing or abutment, unless the foundation is a minimum of 20 feet away or has cured a minimum of 24 hours.

When specified, drill pile holes before driving the piles. Drill the holes accurately so that the piles are set as shown in the Contract Documents. The maximum size of the pre-drilled holes is equal to the diameter of the pile plus 3 inches. The depth of pre-drilled pile holes is shown in the Contract Documents. If pre-drilled pile holes are not specified, the Contractor may choose to pre-drill pile holes, provided the Engineer approves the Contractor's method and limits. After the piles are driven to their final positions in the pre-drilled holes, fill the holes with loose sand or material specified in the Contract Documents. If concrete is specified, allow sufficient concrete slump and provide vibration to fill all voids around the pile.

Drive all pile heads perpendicular to the longitudinal axis of the piles to prevent eccentric impacts from the drive head of the hammer. Use pile caps on all piles during the pile driving operations. For pile caps of concrete piles and prestressed concrete piles, use a suitable cushion next to the pile head that fits into a casting that supports a timber shock block. On pile caps for steel piles and steel sheet piles, provide grooves in the bottom of the cap to accommodate the shape of the piles to hold the axis of piles in line with the axis of the hammer. On pipe pile, use a helmet with a minimum interior guide of 6 inches.

If specified, use the type of cast steel pile points shown in the Contract Documents. Use pile points that provide full bearing for the piles. Provide an experienced welder to attach the cast steel pile points to the piles.

Use full-length piles where practicable. It is preferred that steel piling is not spliced. Splices may be made with the permission of the Engineer, or when shown in the Contract Documents. Make splices as shown in the Contract Documents. Use an approved welding process as provided in DIVISION 700 to make the splices. Provide an experienced welder qualified under SECTION 713 to make the welded splices for structural steel piling and shell piling. Correct or replace any failure in the splice at own expense.

Avoid extensions, splices or build-ups on prestressed concrete piles whenever possible. When splicing is necessary, make them as shown in the Contract Documents.

If the pile driving procedure causes crushing or spalling of the prestressed concrete piles, or deformation of the steel piles, remove and replace the damaged piles with new, longer piles. A second pile may be driven adjacent to the damaged pile, when approved by the Engineer and can be accomplished without detriment to the structure.

Do not force misaligned piles into proper position. Remove and replace piles driven out of their proper location with new, longer piles.

- If the driven pile is 35 feet or less in length, the maximum allowable variation from the vertical or battered lines shown in the Contract Documents is ¼ inch per foot of length.
- If the driven pile is greater than 35 feet in length, the maximum allowable variation from the vertical or battered lines shown in the Contract Documents is ½ inch per foot of length.
- The maximum allowable variation on the head of the driven pile from the position shown on the Contract Documents is 2 inches for piles used in bents, and 6 inches for foundation piles.
- Drive all piles in the orientation shown on the Plans. If the axial orientation of the pile rotates or twists by more than 10°, the Field Engineer will contact the Bureau of Structures and Geotechnical Services.

Re-drive all piles pushed up by the driving of adjacent piles, or by any other cause.

d. Bearing Values and Required Penetration. Drive the piling to attain, as a minimum, the specified bearing value, penetration and pile tip elevation. Stop driving the piling (regardless of the penetration) if $1\frac{1}{2}$ times the specified minimum driving resistance is attained. Stop driving the piling if, in the opinion of the Engineer, the specified minimum driving resistance, penetration and pile tip elevation can not be attained without damage to the piling. If the specified minimum driving resistance is not attained with the specified number and length of piling, the Engineer may allow additional piling be driven so that the maximum load on any pile does not exceed its safe carrying capacity.

In the absence of loading tests, determine the safe bearing values of piles by the formulas in TABLE 704-1.

TABLE 704-1: PILE FORMULAS		
Hammer	Pile Type	Formula
Gravity	Timber	$P = \frac{2 W H}{S + 1.0}$
Gravity	Steel Steel Shell Steel Sheet	$P = \frac{3 W H}{S + 0.35} \left(\frac{W}{(W+X)} \right)$
Air/Steam (Single Acting)	All Types	$P = \frac{2 W H}{S + 0.1}$
Air/Steam (Double Acting)	All Types	$P = \frac{2 E}{S + 0.1}$
Delmag and McKierman-Terry*	All Types	$P = \frac{1.6 W H}{S + 0.1} \left(\frac{X^{**}}{W} \right)$
Link-Belt*	All Types	$P = \frac{1.6 E}{S + 0.1} \left(\frac{X^{**}}{W} \right)$

*diesel hammers

** For diesel hammers, the quantity X/W shall not be less than 1.

P = safe bearing power in pounds

W = weight in pounds, of striking part of hammer

H = height of fall in feet

E = energy of ram in foot-pounds per blow

S = the average penetration in inches per blow for the last 5 blows for gravity hammers and the last 20 blows for air/steam or diesel hammers

X = weight in pounds of the pile plus the weight of any cap and/or anvil used on the pile during driving

The above formulas are applicable only when:

- The hammer has a free fall;
- The penetration is reasonably quick and uniform; and
- There is no appreciable bounce after the blow.

If water jets are used in connection with the driving, determine the bearing capacity by the formulas above from the results of driving after the jets have been withdrawn, or a load test may be applied.

The energy rating used to determine if any type or brand of diesel hammer is of adequate size other than those shown in TABLE 704-1, is 80% of the energy rating as listed by the manufacturer.

Use an energy rating of 100% of the energy rating listed by the manufacturer for computing bearing values and to determine if an air/steam is of adequate size. If the number of blows per minute for an air/steam hammer deviates significantly from the number designated by the manufacturer, take corrective action as directed by the manufacturer.

e. Piling Restrike Procedure.

If a pile does not attain the minimum driving resistance within a few feet of the plan elevation, the pile restrike procedure may be used. Contact the Regional Geology Office for guidance before using the restrike procedure. Restrike procedures differ depending on whether a Test Pile, Test Pile (Special) or neither is called for in the Contract Documents. When a PDA is used, the restrike procedure will be as directed by the Regional Geologist.

(1) Use the following procedure when neither a Test Pile nor a Test Pile (Special) is called for in the Contract Documents, and the PDA is not available. The following procedure shall be used.

- Drive all of the piling in a group to within 2 feet of plan elevation;
- A group of piling is defined as all piles contained within a single footing.
- All of the piling in the pile group shall sit undisturbed for a minimum of 24 hours;
- Prior to starting the restrike procedure, warm the hammer up at a location as far away from the pile group as practical, preferably in another substructure member or pile group;
- Using the warmed up hammer, immediately restrike 20% of the piles in a group, with a minimum of 2 in a group restruck. Of these, restrike the piles in a single group with the furthest spacing away from each other. When possible, restrike those with the lowest resistance during driving.
- Restrike for 20 blows or until the pile penetrates an additional 4 inches, whichever comes first. Record the penetration for every 5 blows. In the event the pile movement is less than 1/2 inch during the restrike, the restrike may be terminated after 10 blows.
- Restrike additional (the 20% or 2 minimum specified above) pile in the group as directed by the Engineer.

The driving resistance of the piling is computed based on the average penetration, if any, for the first 5 blows. The driving resistance of each piling is the driving resistance computed for the pile that was restruck. If the computed driving resistance is less than the design pile load, splice additional length onto each piling in the group and resume driving each piling until the required driving resistance is achieved.

(2) Use the following procedure when a Test Pile is called for in the Contract Documents, and the PDA is not available. The following procedure must be used.

- Drive the Test Pile to within 2 feet of plan elevation;
- The Test Pile shall sit undisturbed for a minimum of 24 hours;
- Prior to starting the restrike procedure, warm the hammer up at a location as far away from the Test Pile as practical, preferably in another substructure member or pile group;
- The Test Pile is then immediately restruck with the warmed-up hammer for 20 blows or until the pile penetrates an additional 4 inches, whichever comes first. Record the penetration for every 5 blows. In the event the pile movement is less than 1/2 inch during the restrike, the restrike may be terminated after 10 blows.

The driving resistance of the Test Pile is computed based on the average penetration, if any, for the first 5 blows. If the computed driving resistance is less than the design pile load, splice additional length and resume driving until the minimum driving resistance is achieved.

(3) When a Test Pile (Special) is called for on the plans, or a PDA is available, follow the recommendations of the Regional Geologist for the Restrike Procedure.

f. Pile Cut-Off and Pile Painting.

(1) After the piles are driven as specified, cut the piles off at the designated elevation. If capping is required, make the connection as shown in the Contract Documents.

Pile cut-off material becomes the property of Douglas County, if the Engineer determines the pile cut-off material is worth salvaging. Store the salvageable material at the site selected by the Engineer. Pile cut-off material determined to not be salvageable becomes the property of the Contractor.

(2) Paint the exposed portion of steel piles, steel sheet piles, or the shells or castings of cast-in-place concrete piles. Unless otherwise noted in the Contract Documents, apply the paint in the field. Use the same kind of paint and total number of coats as specified for the structural steel on the structure. If a paint system is not specified for the structure, use a prime coat of inorganic zinc as required for the shop coat and an acrylic or polyurethane finish coat, as specified in DIVISION 700 for the final coat. Apply the paint to the pile for a distance of 1 foot below the bottom of the channel, top of the embankment, natural ground or normal low water elevation.

g. Cast-In-Place Concrete Piles. After the steel shells are driven as specified, remove all loose material from inside the steel shell. Unless specified otherwise in the Contract Documents, use Grade 3.5 concrete to fill the steel shells. Do not place concrete in the steel shell until the driving of all steel shells within a radius of 15 feet from the pile is completed, or until all the piles for any one bent are driven. If this can not be done, discontinue all driving within the above limits until the concrete in the last pile cast is a minimum of 7 days old. Remove accumulations of water from inside the steel shells before concrete is placed. Consolidate the concrete in the upper 15 feet of the steel shell by internal vibration.

h. Sheet Pile. Use a fabricated or cast driving head with corrugations to match the top of the sheeting while driving the sheet piling.

704.5 MEASUREMENT AND PAYMENT

The Engineer will measure the length of steel pile, steel sheet pile, cast-in-place concrete pile and prestressed concrete pile remaining in the structure, by the linear foot.

The Engineer will measure the length of prestressed concrete from the tip of the pile to the point that concrete is removed to provide the connection with the cap or footing. This measurement does not include the length of reinforcing steel extending beyond the pile and into the cap or footing.

The Engineer will measure the actual length of ordered and accepted test pile and test pile (special) by the linear foot.

The Engineer will measure each cast steel pile point used.

If after driving the ordered and accepted length of pile, plan bearing is not achieved and additional pile is required, the Engineer will measure for payment each pile splice needed to lengthen the pile to achieve bearing. The Engineer will not measure for payment pile splices shown in the Contract Documents or pile splices approved for the Contractor's convenience.

The Engineer will measure pre-drilled pile holes by the linear foot. The Engineer will measure pre-drilled pile holes from the elevation at the bottom of the hole to the bottom of the footing or abutment elevation shown in the Contract Documents. If the Contractor drills the pile holes to an elevation below that shown in the Contract Documents for bottom of hole, the additional drilling below the elevation shown in the Contract Documents is not

measured for payment. Pre-drilled pile holes not specified, but drilled for the Contractor's convenience are not measured for payment.

The Engineer will measure pile cut-off by the linear foot for Pile (*) (**). Pile cut-off is the difference between the length of pile ordered and accepted and the actual length of pile remaining in the structure. If the Contractor (for convenience or method of operation) uses a length of pile that exceeds the length of pile ordered and accepted, the excess length is not measured as pile cut-off.

The Engineer will not measure pile cut-off of Test Pile (*) (**) and Test Pile (Special) (*) (**) for payment. If the pile for these items is cutoff and used/spliced on the project, the pile will not be measured for separate payment. Splices will be paid for according to this subsection.

The Pile Restrike procedure shall not be paid for separately, but shall be subsidiary to the bid item "Piling", "Test Pile" and "Test Pile (Special)".

Payment for the various types of "Piles" and "Test Piles", "Cast Steel Pile Points" and "Pre-Drilled Pile Holes" at the contract unit prices is full compensation for the specified work.

Payment for pile splices is at the set price in the contract documents, of the type of pile spliced is full compensation for the specified work.

Payment for pile cut-off per linear foot is at the set price in the contract documents, is full compensation for the specified work.

The costs of all load tests ordered by the Engineer will be paid for as Extra Work as shown in **SECTION 104.**



**GEOTECHNICAL EXPLORATION
CROSSING STRUCTURE 0801-1150 REPLACEMENT
PLEASANT GROVE, KANSAS**

Prepared for:
**DOUGLAS COUNTY PUBLIC WORKS
LAWRENCE, KANSAS**

Prepared by:
**GEOTECHNOLOGY, INC.
OVERLAND PARK, KANSAS**

Date:
JULY 26, 2018

Geotechnology Project No.:
J032639.01

**SAFETY
QUALITY
INTEGRITY
PARTNERSHIP
OPPORTUNITY
RESPONSIVENESS**



July 26, 2018

Ms. Agamahi Seh, P.E.
Douglas County Public Works
3755 East 25th Street
Lawrence, Kansas 66046

Re: Geotechnical Exploration
Crossing Structure 0801-1150 Replacement
Pleasant Grove, Kansas
Geotechnology Project No. J032639.01

Dear Ms. Sen:

Presented in this report are the results of our geotechnical exploration completed for the referenced project. Our services were performed in general accordance with our Proposal J032639.01, dated July 9, 2018. This report includes our project understanding, observed site condition, conclusions and/or recommendations, and support data as given in the Table of Contents.

We appreciate the opportunity to provide geotechnical services for this project. If you have any questions regarding this report, or if we may be of any additional service to you, please contact either of the undersigned.

Respectfully submitted,

GEOTECHNOLOGY, INC.



MT/FC/SDG:mti/sdg


Sheryl D. Gallagher, P.E., D.GE
Principal Engineer



TABLE OF CONTENTS

	<u>Page</u>
1.0 Introduction	1
2.0 Project Information	1
3.0 Subsurface Exploration	1
4.0 Laboratory Review and Testing	2
5.0 Subsurface Conditions	2
5.1 Stratification	2
5.2 Groundwater Conditions	2
6.0 Recommendations	3
6.1 Site Grading	4
6.2 Seismicity	5
6.3 Lateral Earth Pressures	5
6.4 Dewatering	7
6.5 Temporary Excavations	7
7.0 Recommended Additional Services	8
8.0 Limitations	8

LIST OF FIGURES

	<u>Page</u>
Figure 1. Below-Grade Wall Backfill Placement Angle	6

LIST OF TABLES

	<u>Page</u>
Table 1. Compaction Summary	4
Table 2. Lateral Earth Pressures for Level (Horizontal) Ground Surfaces	5

APPENDICES

- Appendix A – Important Information about This Geotechnical-Engineering Report
- Appendix B – Site Location and Plan Topography – Plate 1
- Appendix C – Logs of Borings B-1 and -2
 - Boring Log: Terms and Symbols



**GEOTECHNICAL EXPLORATION
CROSSING STRUCTURE 0801-1150 REPLACEMENT
PLEASANT GROVE, KANSAS
July 26, 2018 | Geotechnology Project No. J032639.01**

1.0 INTRODUCTION

Geotechnology, Inc. (Geotechnology) prepared this geotechnical exploration report for the referenced project. The services documented in this report were provided in general accordance with the terms and scope of services described in our Proposal P032639.01, dated July 9, 2018 and authorized by a representative of Douglas County (County).

The purposes of the geotechnical exploration were to: evaluate the general subsurface profile at the site and the engineering properties of the soils; and develop recommendations for the geotechnical aspects of the design and construction of the project, as defined in our proposal. Our scope of service included site reconnaissance, geotechnical borings, laboratory testing, engineering analyses, and reporting.

2.0 PROJECT INFORMATION

We understand the project will include the reconstruction of a water crossing structure identified as 0801-1150 which spans a small creek in Douglas County, Kansas. The structure is located under E 1150 Road, near its intersection with N 801st Street, and will be replaced by a reinforced concrete box (RCB) structure. The site location is shown on Plate 1. We understand the bottom of the RCB will be located approximately 1 foot below the flowline of the creek and will have wingwalls extending out of the box with a concrete mat covering the bottom of the box and the area between the wing walls.

We understand that the County is planning to place the RCB on the existing soils, avoid deep foundation systems and to construct it using their own crews. In addition, the county is interested in recycling the existing concrete structure after demolition. These issues were taken into consideration as we developed our recommendations.

3.0 SUBSURFACE EXPLORATION

The subsurface exploration consisted of drilling two borings designated as Borings B-1 and -2. The boring locations were selected by Geotechnology relative to the site features. The boring elevations shown on the boring logs were provided to us by the County. The locations of the borings are shown on Plate 2.

The borings were drilled with a track-mounted all-terrain Diedrich D-50 drill rig using 3 3/4-inch flight augers. Sampling of the overburden soils was accomplished ahead of the augers at the depths indicated on the boring logs, with 2-inch-outside-diameter (O.D.) split-spoons or 3-inch-O.D., thin-walled Shelby tube samplers in general accordance with the procedures



outlined in ASTM D1586 and ASTM D1587, respectively. Standard penetration tests (SPTs) were performed on the split-spoon samples to obtain the N-values¹ of the sampled material. Observations for groundwater were made in the borings during drilling, at the completion of drilling, and before backfilling the boring holes. Our drillers obtained the samples and prepared field logs for the material encountered. An engineer from Geotechnical provided technical direction during the field exploration.

Unless noted on the boring logs, the lines designating the changes between various strata represent approximate boundaries. The transition between materials could be gradual or could occur between recovered samples. The stratification given on the boring logs, or described herein, is for use by Geotechnical in its analyses and should not be used as the basis of design or construction cost estimates without realizing that there can be variation from that shown or described.

The boring logs and related information depict subsurface conditions only at the specific locations and time where sampling was conducted. The passage of time could result in changes in conditions, interpreted to exist, at or between the locations where sampling was conducted.

4.0 LABORATORY REVIEW AND TESTING

Laboratory testing was performed on selected soil samples to estimate engineering and index properties. Laboratory testing of the selected soil samples included moisture content, Atterberg limits, dry densities and unconsolidated undrained tests. The results of these tests are presented on the boring logs.

5.0 SUBSURFACE CONDITIONS

5.1 Stratification

In general, 4-inches of topsoil were encountered at the surface of the borings. Below the topsoil, medium stiff to soft, native lean clays were encountered. The lean clays extended to depths of 29 and 32 feet in Borings B-1 and -2, respectively. The clays were underlain by gray, moderately weathered soft shale. The borings were terminated at auger and split spoon refusal at an approximate depth of 40 feet in both borings.

5.2 Groundwater Conditions

Groundwater was encountered in the borings during drilling at 15 and 23 feet in Borings B-1 and -2, respectively. Groundwater levels may vary with creek water level and might not have stabilized, particularly in less permeable soil. Groundwater might also be perched near the top

¹ The Standard Penetration Test Value, or N-value, is defined as the number of blows required to drive the split-spoon sampler 12 inches with a 140-pound hammer falling 30 inches. Since the split-spoon sampler is driven 18 inches or until refusal, the blows for the first 6 inches are for seating the sampler, and the number of blows for the final 12 inches is the N-value. Additionally, "refusal" of the split-spoon sampler occurs when the sampler is driven less than 6 inches with 50 blows of the hammer within a given 6-inch measurement.



of rock. Consequently, the indicated groundwater levels, or lack thereof, might not represent present or future levels. Water might collect in permeable pockets of fill and in utility trenches backfilled with clean rock. Groundwater levels might vary substantially over time due to the effects of seasonal variation in precipitation, recharge, or other factors not evident at the time of exploration. Therefore, groundwater levels during construction might be higher or lower than the levels indicated on the boring logs.

6.0 RECOMMENDATIONS

We understand that the base slab of the RCB will be located at 1 foot below the flow line, which appears to be between 16 and 18 feet in depth (EI 902 and 901). The soils below these elevations are soft and water is present which would create a construction challenge. In our opinion, the RCB can be supported on these soils provided our recommendations herein are followed:

- Divert creek water away from construction site. The manner of diverting the water can be determined by the contractor.
- Once the excavation reaches the planned bottom of the RCB and concrete wing walls, excavate laterally 5 ft on either side of the structure and the wingwalls, and 2 feet vertically below them.
- We understand the existing concrete structure will be reprocessed. The broken pieces can be used to develop a working construction platform by pushing the processed pieces of the old structure into the soft subgrade. If there is insufficient material additional rock boulders can be used. The reprocessed concrete and the rock boulders should have a maximum size of 8-inches.
- Place finer rock and filter fabric, such as Mirafi 140N or equivalent, on top of the stabilized subgrade.
- Place, in compacted lifts, 2 feet of open graded crushed rock, maximum size 2 inches, on top of the filter fabric and wrap open graded crushed rock with the filter fabric. Overlap the filter fabric a minimum of 3 feet.
- Place the structure on this platform.

Provided the bearing materials are prepared as described, the RCB foundations may be proportioned for a net allowable bearing pressure of 1,000 pounds per square foot (psf). Footings should be embedded 36 inches below the lowest adjacent exterior grade to provide protection from seasonal moisture variations and frost penetration. Greater depths may be required if scour is a concern. A mat slab can be designed using a modulus of subgrade reaction of 10 pci.



Foundations, proportioned and constructed as recommended herein, could settle approximately 1 inch. Differential settlement between adjacent footings could be approximately 3/4 inch. Estimated settlement values contained in this report are based on the results of the laboratory tests and our experience with projects of a similar nature.

6.1 Site Grading

Site Preparation. In general, cut areas and areas to receive new fill should be stripped of existing topsoil, soft soil and other deleterious materials, if any. If very soft zones of soil are encountered at footing bearing elevations, excavations should be extended through the very soft soil to firmer material, then the recommendations detailed above can be followed.

Suitable Fill Materials. On-site materials generated from excavations are expected to include topsoil, lean clay and processed concrete from the existing structure. Topsoil, if encountered, may be hauled off the site. Lean clay can be used for engineered fill provided it is moisture conditioned and free of deleterious materials. Processed concrete from the existing structure may be used to develop the work platform below the RGB provided it has a maximum size of 8-inches and is topped with well graded crushed rock. Imported fill should consist of lean, fine-grained soil (liquid limit less than 45) or well-graded crushed limestone with a 2-inch maximum particle size. Acceptable fill soils include non-organic materials designated CL, CL-ML, and GW in accordance with ASTM D 2487.

Fill and Backfill Placement. Fill or backfill should be placed in uniform thick lifts and compacted. The loose lift thickness should not exceed 8 inches. The fill should be systematically compacted to the levels given in Table 1. The soil should be placed at moisture contents compatible with the required unit weight. Depending on the soil moisture at the time of construction, aeration or wetting might be required to achieve compaction. Deleterious material should not be included in fill, and the fill should not be placed on soft materials or frozen ground.

Table 1. Compaction Summary

Category	Minimum Compaction ^a
Fine-Grained Soil	95% ^b
Well-Graded Crushed Limestone	98%

^a Measured as a percent of the maximum unit weight as determined by the standard Proctor test (ASTM D 698, AASHTO T 99).

^b Moisture content within zero to plus 4% of the optimum moisture content.

Subgrade Protection. The construction areas should be protected from water during foundation excavations. Finished foundation excavations should be kept free of standing water. Concrete should be placed in foundation excavations the same day they are completed.

Collection and Disposal of Site Water. Final grades should be sloped away from the structures. Managing the site water is important in successful foundation performance. Water from surface runoff should be collected and discharged through an effective site drainage system.



Control of surface runoff should be maintained in compliance with the rules and regulations set forth in the Federal Water Pollution Control Act. Additionally, permits related to site grading activities and control of storm water during construction activities should be obtained from the applicable governmental jurisdiction(s).

Site Grading Considerations. We recommend that the earthwork operations be carried out during the drier season of the year and that a sufficient gradient be maintained at the ground surface to reduce ponding of surface water. Regardless of the time of year, concrete or fill should not be placed over frozen or saturated soils, and frozen or saturated soils should not be used as compacted fill or backfill.

6.2 Seismicity

Per the general procedures of Section 1613.3 of the 2012/2015 editions of the International Building Code (IBC), the soil profile at the project site can be defined as Class C, Dense Soil and Soft Rock. Based on the computer program *U.S. Seismic Design Maps Web Application* prepared by the United States Geological Survey (USGS), the mapped maximum considered earthquake spectral response acceleration is approximately 0.113 g at short periods (S_s) and 0.061 g at 1-second periods (S_1).

6.3 Lateral Earth Pressures

Below grade walls should be designed to withstand lateral earth pressures caused by adjacent soil and surcharge loads. Design lateral pressures from surcharge loads should be added to the lateral earth pressure load. Lateral earth pressures can vary with wall restraint conditions, type of backfill, slope of the ground surface behind the wall, and method of backfill compaction.

The lateral earth pressure values provided for low to medium plasticity clay (CL) may be used for the imported lean clays (after verification of suitability). Moderate to highly plastic clay (liquid limit value of more than 45 percent) and fat clays should not be used for wall backfill.

Table 2. Lateral Earth Pressures for Level (Horizontal) Ground Surfaces

Description of Backfill	Design Soil Lateral Load (psf per foot of depth)		
	At-rest	Active	Passive ^a
Inorganic Clays of Low to Medium Plasticity (CL)	$65h + 0.55q$	$50h + 0.40q$	$300h + 2.5q$
Well-Graded Crushed Stone (GW)	$58h + 0.40q$	$35h + 0.25q$	$530 + 3.8q$

^a Passive resistance may be considered where concrete is cast against free-standing vertical faces of soil or bedrock; however, passive resistance should be ignored in the upper 36 inches below proposed grade due to seasonal variations in moisture and frost penetration. If the ground is sloping down and away from the foundation in the area of passive resistance, we should be contacted to provide site-specific recommendations.

Where:

h = depth below adjacent grade, feet
 q = surcharge load, psf



In giving these values, it is assumed that hydrostatic pressures will not develop behind the walls and that the wall backfill will be compacted as previously recommended. Therefore, below-grade walls and retaining walls should be provided with a drain system to allow for dissipation of water pressures from behind the wall. Undrained walls might be subjected to additional pressures from groundwater, perched water, or surface water infiltration. For clay soils in undrained conditions, equivalent fluid weights of 94 pcf, 85 pcf and 200 pcf may be used for at-rest, active and passive case designs, respectively. For crushed limestone backfill, equivalent fluid weights of 93 pcf, 80 pcf, and 350 pcf may be used for at-rest, active and passive case designs, respectively.

For the equations in Table 2 to be valid for crushed stone backfill, the backfill should be placed in a wedge extending upward and away from the edge of the footings at an angle ' ρ ' of 45 degrees or flatter (see Figure 1). If crushed stone is to be placed within a wedge at an angle ' ρ ' of more than 45 degrees from the edge of the footings, the values for low to medium plasticity soil provided in Table 2 should be used. Soft, uncompacted soil on the excavation slope should be removed prior to placement of backfill. Design drawings should reflect this requirement.

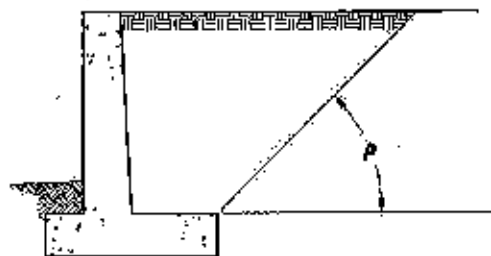


Figure 1. Below-Grade Wall Backfill Placement Angle

If the structure is not designed to resist hydrostatic forces, backfill behind the walls should include a clean, granular material that should be positively drained to prevent buildup of static water level/hydrostatic pressures against walls. "Clean" indicates less than 2 percent finer than the No. 200 sieve. Clean material should be wrapped with a geotextile such as Mirafi 140N and capped with 2 feet of lean clay. The thickness of the backfill zone should be at least 24 inches behind the base of the wall to allow proper drainage. A drain system should be installed around the perimeter of the walls. The perimeter drain system should consist of a 4-inch PVC or equivalent pipe with 1/4-inch perforations. Drainage should be either to a sump pump or by gravity. The pipe should be placed with the perforations down and enveloped with an open-graded gravel (ASTM C 33 Size No. 57). The gravel should be surrounded with Mirafi 140N filter cloth or equivalent.

As an alternate to the use of granular drainage materials, consideration may be given to the use of sheet drains. Sheet drains should drain away from the culvert walls in a similar manner as the rock drainage system described above. The specifications of the sheet drain system can be



determined by the manufacturer. Observation of the installation of sheet drains is recommended. Damaged sheet drains should not be installed and/or should be removed and replaced.

6.4 Dewatering

Creek water should be diverted during construction. Surface drainage should be controlled to prevent flow of surface water into the excavations. Seepage forces might increase risk of instability of excavations. It is anticipated that groundwater into excavations can be controlled by use of sumps and pumps. If sumps cannot control the groundwater seepage, Geotechnology should be contacted to review the method of dewatering proposed by the contractor.

6.5 Temporary Excavations

Temporary slopes should be protected from water during construction. Final slopes should not be steeper than 3H:1V (horizontal:vertical). Geotechnology should be given the opportunity to review the final plans to assess the need for such analyses.

Temporary excavation slopes should be consistent with safety regulations. Worker safety and classification of soil type is the responsibility of the contractor. The materials encountered during excavations for the proposed project are anticipated to consist of fine-grained soil, cohesive fill and rock. The natural fine-grained soil can generally be classified as OSHA Type C soil. Excavations in Type C materials may be constructed at 1V:1.5H.

The contractor should be aware that excavation depths and inclinations (including adjacent existing slopes) should not exceed those specified in local, state or federal safety regulations, e.g., OSHA Health and Safety Standards for Excavations, 29 CFR, or successor regulations. Such regulations are strictly enforced and, if not followed, the contractor, or earthwork or utility subcontractors could be subjected to substantial penalties. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations.

Temporary slopes left open may undergo sloughing and result in an unstable situation. The contractor should evaluate stability and failure consequences before open cut slopes are made. Minor sloughing of open face slopes may occur. If the slope is expected to remain open for an extended time, an impermeable membrane covering the slopes could be considered as a means to reduce the potential for slope degradation and instability.

It is important to note that soils encountered in the construction excavations might vary across the sites, and that even if the OSHA criteria are used, there is a potential for slope failure. If different subsurface conditions are encountered at the time of construction, we recommend that Geotechnology be contacted to evaluate the conditions.



7.0 RECOMMENDED ADDITIONAL SERVICES

The conclusions and recommendations given in this report are based on: Geotechnology's understanding of the proposed design and construction, as outlined in this report; site observations; interpretation of the exploration data; and our experience. Since the intent of the design recommendations is best understood by Geotechnology, we recommend that Geotechnology be included in the final design and construction process, and be retained to review the project plans and specifications to confirm that the recommendations given in this report have been correctly implemented. We recommend that Geotechnology be retained to participate in prebid and preconstruction conferences to reduce the risk of misinterpretation of the conclusions and recommendations in this report relative to the proposed construction of the subject project.

Since actual subsurface conditions between boring locations may vary from those encountered in the borings, our design recommendations are subject to adjustment in the field based on the subsurface conditions encountered during construction. Therefore, we recommend that Geotechnology be retained to provide construction observation services as a continuation of the design process to confirm the recommendations in this report and to revise them accordingly to accommodate differing subsurface conditions. Construction observation is intended to enhance compliance with project plans and specifications. It is not insurance, nor does it constitute a warranty or guarantee of any type. Regardless of construction observation, contractors, suppliers, and others are solely responsible for the quality of their work and for adhering to plans and specifications.

8.0 LIMITATIONS

This report has been prepared on behalf of, and for the exclusive use of, the client for specific application to the named project as described herein. If this report is provided to other parties, it should be provided in its entirety with all supplementary information. In addition, the client should make it clear that the information is provided for factual data only, and not as a warranty of subsurface conditions presented in this report.

Geotechnology has attempted to conduct the services reported herein in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The recommendations and conclusions contained in this report are professional opinions. The report is not a bidding document and should not be used for that purpose.

Our scope of service for this phase of the project did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors noted or unusual or suspicious items or conditions observed are strictly for the information of our client. Our scope of service did not include an assessment of the effects of flooding and erosion of creeks or rivers adjacent to or on the project site.



The analyses, conclusions, and recommendations contained in this report are based on the data obtained from the subsurface exploration. The field exploration methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Consequently, subsurface conditions may vary gradually, abruptly, and/or nonlinearly between sample locations and/or intervals.

The conclusions or recommendations presented in this report should not be used without Geotechnology's review and assessment if the nature, design, or location of the facilities is changed, if there is a substantial lapse in time between the submittal of this report and the start of work at the site, or if there is a substantial interruption or delay during work at the site. If changes are contemplated or delays occur, Geotechnology must be allowed to review them to assess their impact on the findings, conclusions, and/or design recommendations given in this report. Geotechnology will not be responsible for any claims, damages, or liability associated with any other party's interpretations of the subsurface data or with reuse of the subsurface data or engineering analyses in this report.

The recommendations included in this report have been based in part on assumptions about variations in site stratigraphy that may be evaluated further during earthwork and foundation construction. Geotechnology should be retained to perform construction observation and continue its geotechnical engineering service using observational methods. Geotechnology cannot assume liability for the adequacy of its recommendations when they are used in the field without Geotechnology being retained to observe construction.

A copy of "Important Information about This Geotechnical-Engineering Report" that is published by the Geotechnical Business Council (GBC) of the Geoprofessional Business Association (GBA) is included in A for your review. The publication discusses some other limitations, as well as ways to manage risk associated with subsurface conditions.

APPENDIX A

Important Information about This Geotechnical-Engineering Report

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. Do not rely on a geotechnical-engineering report whose adequacy may have been affected by: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. Contact the geotechnical engineer before applying this report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.

Rely on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your GBC-Member geotechnical engineer for more information.



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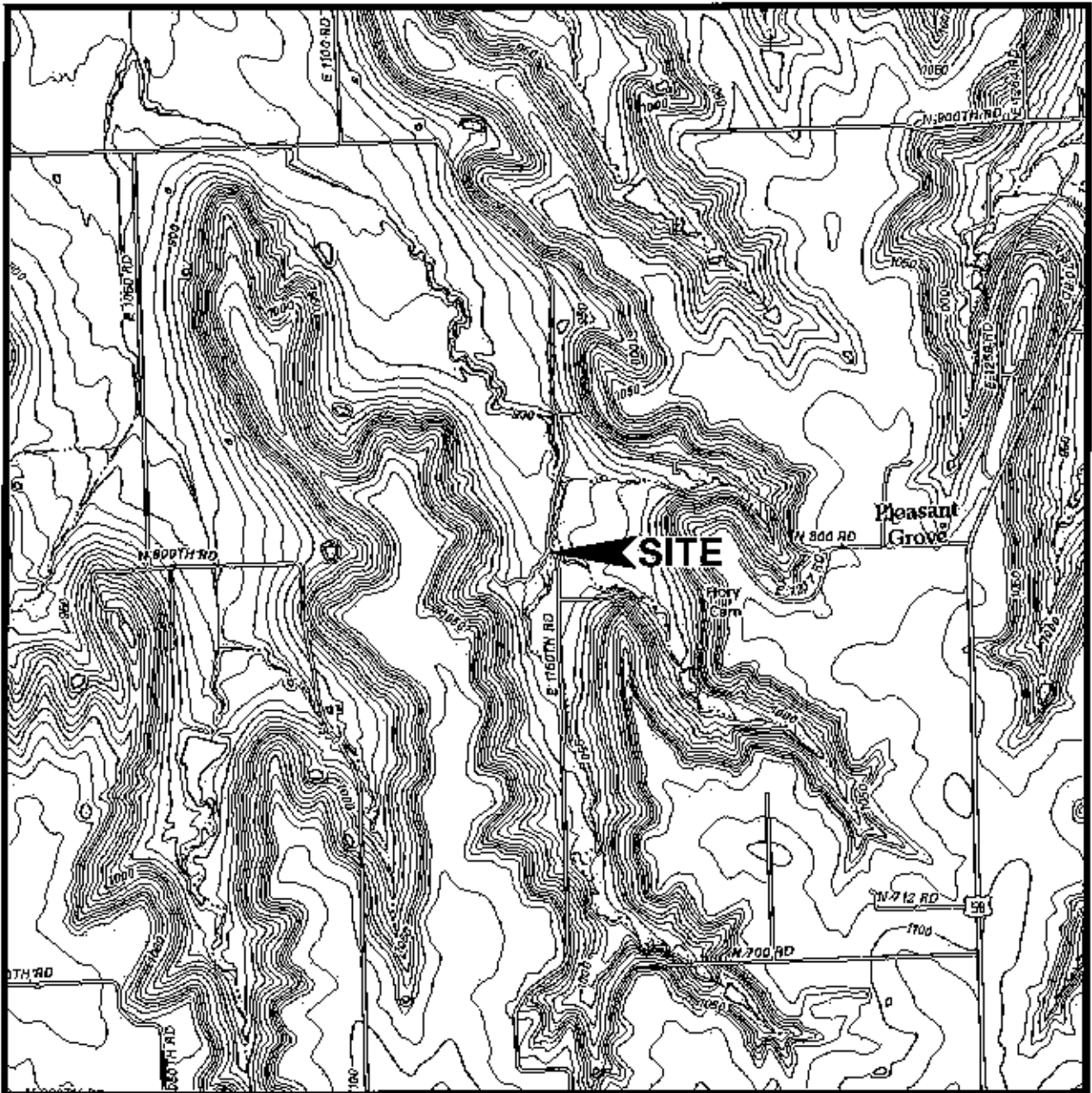
e-mail: info@geoprofessional.org www.geoprofessional.org

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APPENDIX B

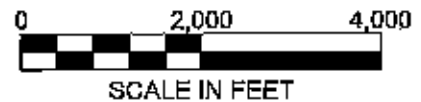
Site Location Plan and Topography - Plate 1

Aerial Photograph of Site and Boring Locations - Plate 2



NOTES

1. Plan adapted from a 7.5 minute U.S.G.S. map for Lone Star, Kansas quadrangle, last revised in 2012.



Drawn By: WAH	Ckd By: MTI	App'd By: FC
Date: 7-25-18	Date: 7-25-18	Date: 7-25-18

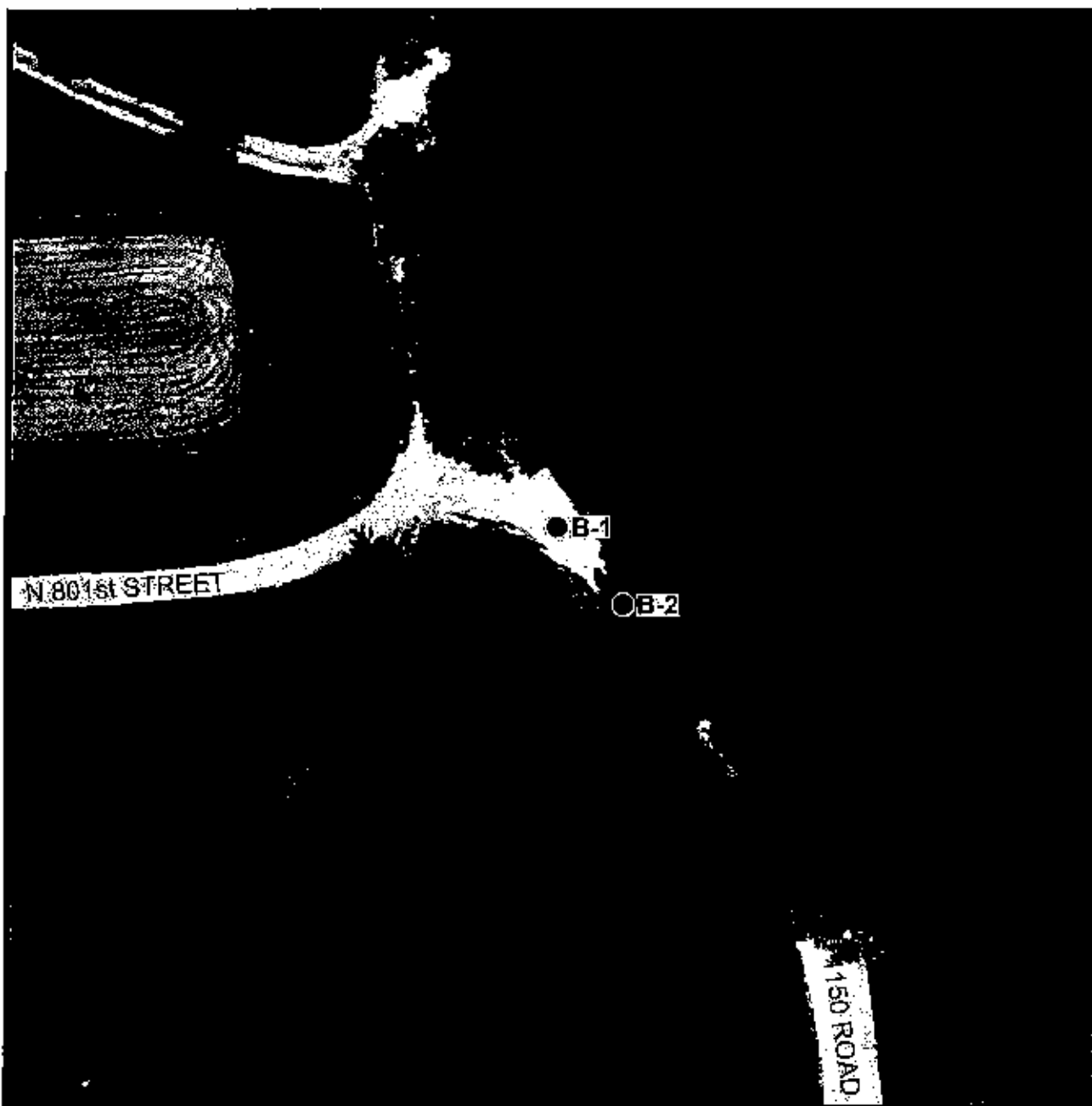


Crossing Structure 0801-1150
Replacement
Pleasant Grove, Kansas

SITE LOCATION AND TOPOGRAPHY

Project Number
J032639.01

PLATE 1



NOTES

1. Plan adapted from an August 3, 2017 aerial photograph courtesy of Google Earth.
2. Borings were located in the field with reference to site features and are shown approximate only.

LEGEND

- Boring Location

0 50 100



SCALE IN FEET

Drawn By: WAH	Cl'd By: MTI	App'vd By: FC
Date: 7-25-18	Date: 7-25-18	Date: 7-25-18



Crossing Structure 0801-1150
Replacement
Pleasant Grove, Kansas

AERIAL PHOTOGRAPH OF SITE AND BORING LOCATIONS

Project Number
J032639.01

PLATE 2



APPENDIX C

Logs of Borings B-1 and -2

Boring Log: Terms and Symbols

Surface Elevation <u>919.87</u> Datum <u>NAVD 88</u>		Completion Date: <u>7/19/18</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY(%)		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0.5 1.0 1.5 2.0 2.5																																																																				
DEPTH IN FEET		DESCRIPTION OF MATERIAL						STANDARD PENETRATION RESISTANCE (ASTM D-1586) ▲ N-VALUE (BLOWS PER FOOT)																																																																				
								WATER CONTENT, % PLI 10 20 30 40 50 LL																																																																				
TOPSOIL - 4 inches CLAY - dark brown to gray, fat, medium stiff to soft, sandy, trace to with gravel - (CL)				5-5-4	SS1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">10</td> <td style="width: 20%; text-align: center;">20</td> <td style="width: 20%; text-align: center;">30</td> <td style="width: 20%; text-align: center;">40</td> <td style="width: 20%; text-align: center;">50</td> <td style="width: 20%; text-align: center;">LL</td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">▲</td> <td style="text-align: center;">●</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					10	20	30	40	50	LL	▲	●					▲	●					▲	●					▲	●					▲	●					▲	●					▲	●					▲	●					▲	●					▲	●				
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28-50/5"	SS10																																																																											
21-50/5"	SS11																																																																											
Boring terminated at auger and spoon refusal.																																																																												

GROUNDWATER DATA

ENCOUNTERED AT 15 FEET ±

DRILLING DATA

___ AUGER 3 3/4" HOLLOW STEM
 WASHBORING FROM ___ FEET
 RRM DRILLER ASC LOGGER
 Diedrich D-50 DRILL RIG
 HAMMER TYPE Auto

Drawn by: RFJ Check by: MTI App'd by: PC
 Date: 7/23/18 Date: 7/25/18 Date: 7/25/18

GEOTECHNOLOGY
FROM THE GROUND UP

Crossings Structure
 0801-1150 Replacement
 Pleasant Grove, Kansas

LOG OF BORING: B-1

Project No. J032639.01

REMARKS:

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>919.57</u> Datum <u>NAVD 88</u>		Completion Date: <u>7/19/18</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/ROD		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0.5 1.0 1.5 2.0 2.5				
DEPTH IN FEET		DESCRIPTION OF MATERIAL						STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)				
								WATER CONTENT, %				
								PLI 10 20 30 40 50 LI				
0	TOPSOIL - 4 inches		3-4-4	SS1								
5	CLAY - dark brown and gray, medium stiff to soft - (CL)		3-4-5	SS2								
10			2-3-4	SS3								
15			2-2-3	SS4								
20	some shale		97	ST5								
25	silty		1-1-2	SS6								
30			1-2-1	SS7								
35			1-2-1	SS8								
40	SHALE - gray, moderately weathered, soft		13-30 50/5"	SS9								
45	Boring terminated at auger and spoon refusal.		21-50/5"	SS10								

GROUNDWATER DATA

ENCOUNTERED AT 23 FEET 2

DRILLING DATA

___ AUGER 3 3/4" HOLLOW STEM
 WASHBORING FROM ___ FEET
 RRM DRILLER ASC LOGGER
Diedrich D-50 DRILL RIG
 HAMMER TYPE Auto

Drawn by: RFJ Check by: MTI App'd by: FC
 Date: 7/23/18 Date: 7/25/18 Date: 7/25/18

Crossings Structure
 0801-1150 Replacement
 Pleasant Grove, Kansas

LOG OF BORING: B-2

Project No. J032839.01

REMARKS:

BORING LOG: TERMS AND SYMBOLS

GENERAL NOTES

- Information on each boring log is a compilation of subsurface conditions based on soil or rock classifications obtained from the field as well as from laboratory testing of samples. The strata lines on the logs may be approximate or the transition between the strata may be gradual rather than distinct. Water level measurements refer only to those observed at the times and places indicated, and may vary with time, geologic condition or construction activity.
- Relative composition and Unified Soil Classification designations are based on visual estimates and are approximate only. If laboratory tests were performed to classify the soil, the unified designation is shown in parentheses.
- Value given in Unit Dry Weight/SPT Column is either a unit dry weight in pounds per cubic foot, if adjacent to a ST sample designation, or blows per 6-inch increment if adjacent to a SS sample designation.

ABBREVIATIONS

- UU/2 Shear Strength from Unconsolidated - Undrained Triaxial Test (ASTM D2850)
 QU/2 Shear Strength from Unconfined Compression Test (ASTM D2166)
 SV Shear Strength from Field Vane (ASTM D2573)
 PL Plastic Limit (ASTM D4318)
 LL Liquid Limit (ASTM D4318)

LEGEND

CS	Continuous Sampler
GB	Grab Sample Taken From Auger Cuttings or Wash Water Return
NX	NX Rock Core with Percent Recovery/R.Q.D. Given in Adjacent Column
100	
42	
PST	Three Inch Diameter Piston Tube Sample
SS	Split Spoon Sample (Standard Penetration Test)
ST	Three Inch Diameter Shelby Tube Sample
*	Sample Not Recovered
SV	Field Vane Test

SPLIT - BARREL SAMPLER DRIVING RECORD

Blow per Foot (N-Value)

25	25 blows drove sampler 12 inches after initial 6 inches of seating.
76/10	75 blows drove sampler 10 inches after initial 6 inches of seating.
50/3	50 blows drove sampler 3 inches during initial 6 inch seating interval.

- NOTES: 1. To avoid damage to sampling tools, driving is limited to 60 blows during any six inch interval.
 2. N-Value (Blow Count) is the standard penetration resistance based on the total number of blows, using a 140-lb hammer with 30-inch free fall, required to drive a split spoon the last two of three, 6-inch drive increments. (Example: 47/9, N = 7 + 9 = 16). Values are shown as a summation on grid plot and may be shown as 47/9 in Unit Dry Weight - SPT column.

RELATIVE COMPOSITION

Trace..... 0-10 %
 With/Some..... 11-35 %
 Soil modifier such..... > 35 %
 As silty, clayey, sandy, etc.

DENSITY OF GRANULAR SOILS

Descriptive Term: N-Value
 Very Loose..... 0-4
 Loose..... 5-10
 Medium Dense..... 11-30
 Dense..... 31-50
 Very Dense..... > 50

STRENGTH OF COHESIVE SOILS

Consistency	Undrained Shear Strength Tons Per Sq. Ft.	Field Test	Approximate N-Value Range
Very Soft.....	less than 0.12	Thumb will penetrate soil more than 1"	0 - 1
Soft.....	0.13 to 0.25	Thumb will penetrate soil about 1"	2 - 4
Medium Stiff.....	0.26 to 0.50	Thumb will penetrate soil about 1/4"	5 - 8
Stiff.....	0.51 to 1.00	Thumb hardly indents soil	9 - 15
Very Stiff.....	1.01 to 2.00	Thumb will not indent soil, but readily indented with thumbnail	16 - 30
Hard.....	greater than 2.00	Thumbnail will not indent soil	> 30

SOIL GRAIN SIZE

U.S. STANDARD SIEVE

12"	3"	3/4"	4	10	40	200		
BOULDERS	COBBLES	GRAVEL		SAND			SILT	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		
300	76.2	19.1	4.75	2.00	0.42	0.075	0.002	

SOIL GRAIN SIZE IN MILLIMETERS

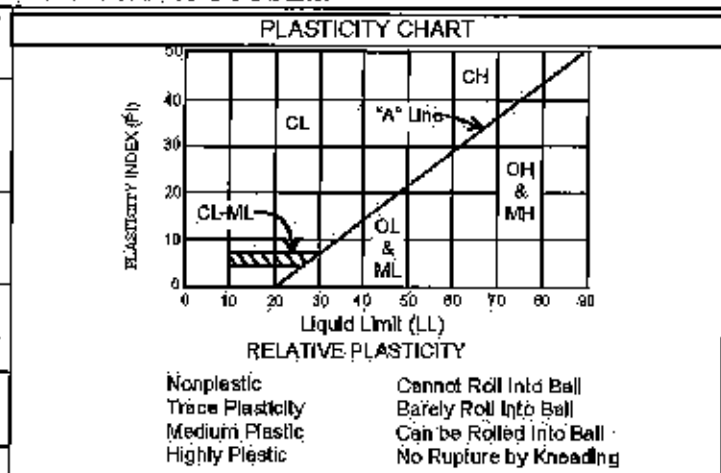
SOIL STRUCTURE

Calcareous - Having appreciable quantities of carbonate.
Fissured - Containing shrinkage or relief cracks, often filled with sand or silt, usually more or less vertical.
Slickensided - Having planes of weakness that appear slick and glossy. The degree of slickensidedness depends upon the spacing of slickensides and the ease of breaking along those planes.
Layer - Inclusion greater than 3 inches thick.
Seam - Inclusion 1/8 inch to 3 inches thick extending through the sample

Parting - Inclusion less than 1/8 inch thick.
Pocket - Inclusion of material of different texture that is smaller than the diameter of the sample.
Intertayered - Soil samples composed of alternating layers of different soil types.
Intermixed - Soil samples composed of pockets of different soil types and a layered or laminated structure is not evident.
Laminated - Soil sample composed of alternating partings or seams of different soil type.

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYMBOL	DESCRIPTION
Coarse-Grained Soils (More than 50% Larger than No. 200 Sieve Size)	Gravel and Gravelly Soils	Clean Gravels Little or no Fines	GW	Well-Graded Gravel, Gravel-Sand Mixture
		Gravels with Appreciable Fines	GP	Poorly-Graded Gravel, Gravel-Sand Mixture
			GM	Silty Gravel, Gravel-Sand-Silt Mixture
	Sand and Sandy Soils	Clean Sands Little or no Fines	SW	Well-Graded Sand, Gravelly Sand
		Sands with Appreciable Fines	SP	Poorly Graded Sand, Gravelly Sand
			SM	Silty Sand, Sand-Silt Mixture
Fine-Grained Soils (More than 50% Smaller than No. 200 Sieve Size)	Silt and Silty Soils	Liquid Limit Less Than 50	ML	Silt, Clayey Silt, Silty or Clayey Very Fine Sand, Slight Plasticity
			CL	Clay, Silty Clay, Silty or Clayey Low to Medium Plasticity
			OL	Organic Silt, or Silty Clay of Low Plasticity
	Silt and Silty Soils	Liquid Limit More Than 50	MH	Silt, Fine Sandy or Silty Soil with High Plasticity
			CH	Clay, High Plasticity
			OH	Organic Clay of Medium to High Plasticity
	Highly Organic Soils		PT	Peat, Humus, Swamp Soil



VISUAL DESCRIPTION CRITERIA*

TABLE 1: CRITERIA FOR DESCRIBING ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	Particles are similar to angular description, but have rounded edges
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges
Rounded	Particles have smoothly curved sides and no edges

TABLE 2: CRITERIA FOR DESCRIBING PARTICLE SHAPE

Description	Criteria
Flat	Particles with width/thickness X3
Elongated	Particles with length/width X3
Flat and Elongated	Particles meet criteria for both flat and elongated

TABLE 3: CRITERIA FOR DESCRIBING MOISTURE CONDITION

Description	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp, but no visible water
Wet	Visible free water, usually soil is below the water table

TABLE 4: CRITERIA FOR DESCRIBING REACTION WITH HCL

Description	Criteria
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming rapidly

TABLE 6: CRITERIA FOR DESCRIBING CEMENTATION

Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure
Moderate	Crumbles or breaks with considerable finger pressure
Strong	Will not crumble or break with finger pressure

TABLE 8: CRITERIA FOR DESCRIBING DRY STRENGTH

Description	Criteria
None	The dry specimen crumbles into powder with mere pressure of handling
Low	The dry specimen crumbles into powder with some finger pressure
Medium	The dry specimen breaks into pieces or crumbles with considerable finger pressure
High	The dry specimen cannot be broken with finger pressure. Specimen will break into pieces between thumb and a hard surface.
Very High	The dry specimen cannot be broken between the thumb and a hard surface

TABLE 9: CRITERIA FOR DESCRIBING DILATANCY

Description	Criteria
None	No visible change in the specimen
Slow	Water appears slowly on the surface of the specimen during shaking and does not disappear or disappears slowly upon squeezing.
Rapid	Water appears quickly on the surface of the specimen during shaking and disappears quickly upon squeezing.

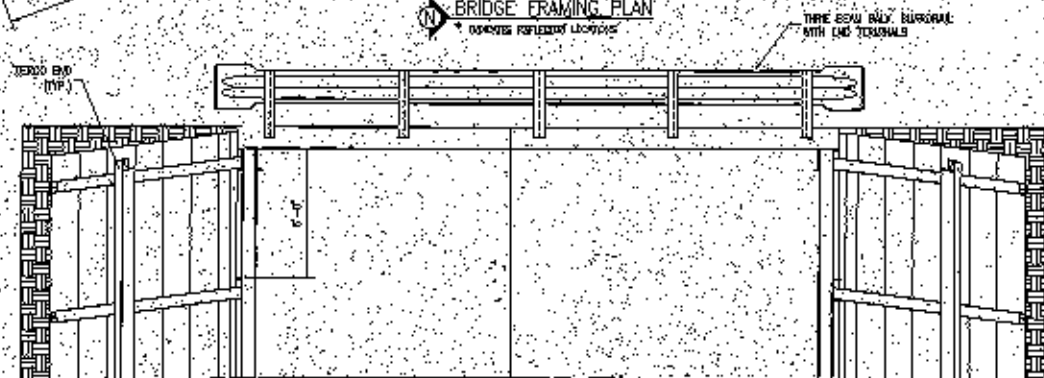
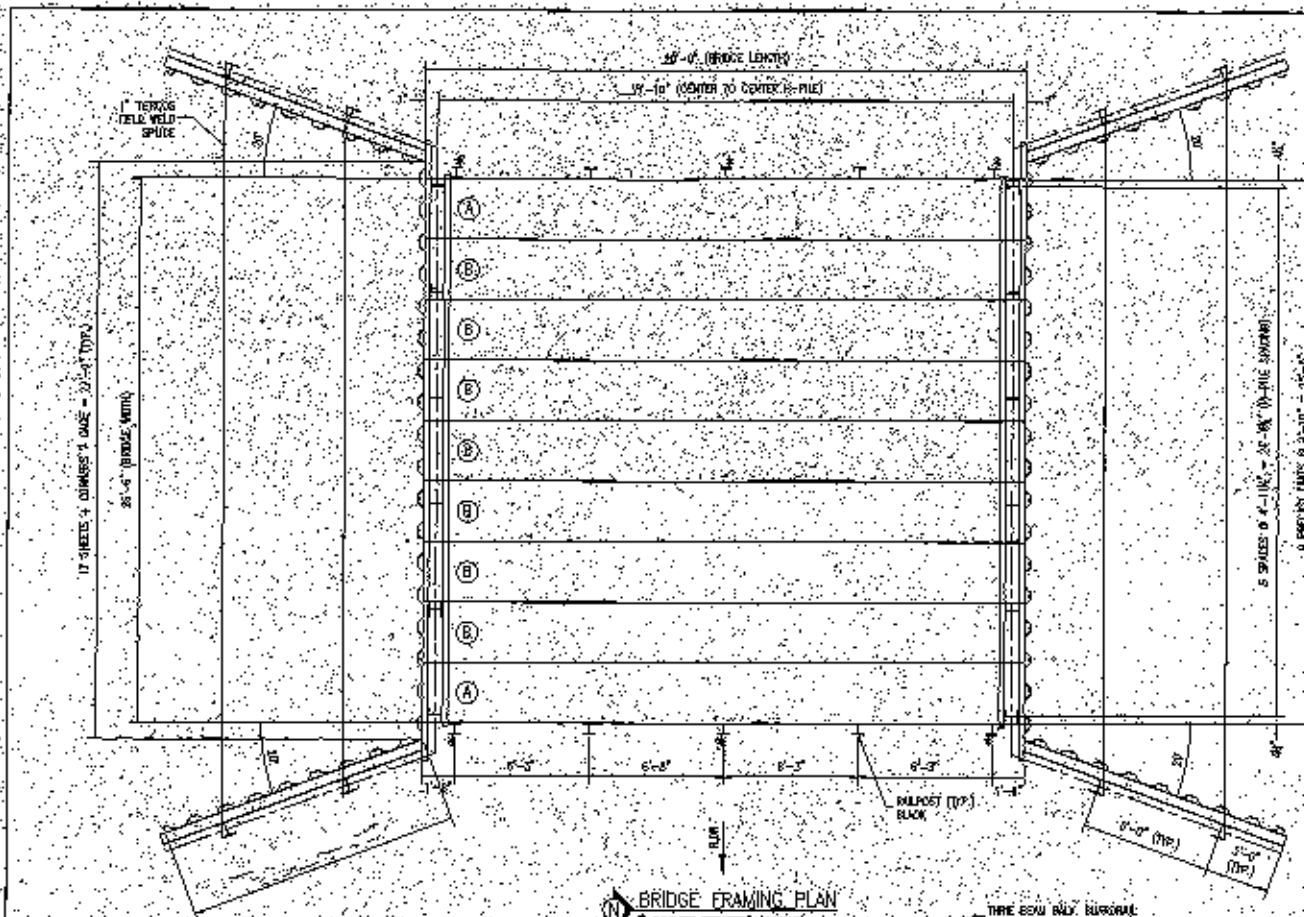
TABLE 10: CRITERIA FOR DESCRIBING TOUGHNESS

Description	Criteria
Low	Only slight pressure is required to roll the thread near the plastic limit. The thread and the lump are weak and soft.
Medium	Medium pressure is required to roll the thread to near the plastic limit. The thread and the lump have medium stiffness
High	Considerable pressure is required to roll the thread to near the plastic limit. The thread and the lump have very high stiffness

TABLE 12: IDENTIFICATION OF INORGANIC FINE-GRAINED SOILS FROM MANUAL TESTS

Soil Symbol	Dry Strength	Dilatancy	Toughness
ML	None to low	Slow to rapid	Low or thread cannot be formed
CL	Medium to high	None to slow	Medium
MH	Low to medium	None to slow	Low to medium
CH	High to very high	none	High

*NOTES: 1. Tables adapted from ASTM D2489 "Description and Identification of Soils" (Visual-Manual Procedure)
2. Tables 5, 7 and 11 incorporated into other information on this plate.



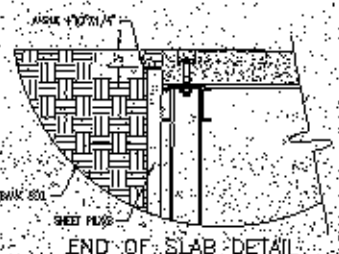
NOTES:

1. ALL STEEL SHALL CONFORM TO ASTM A572, GRADE 50.
2. LOADS FOR BRIDGE SHALL BE 30.0 KIPS PER LINE AT 10' SPACING.
3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
4. ALL DIMENSIONS AND CHANGES THEREON SHALL BE SHOWN ON THE CONTRACT DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
6. BRIDGE SHALL BE BUILT TO THE DESIGN.

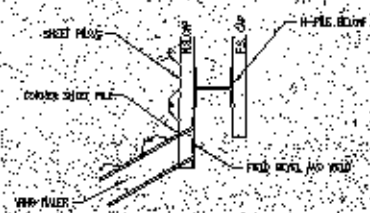


THIS SAMPLE DRAWING IS TO INDICATE BASIC DESIGN. THE FINAL BRIDGE WILL BE DESIGNED AS SHOWN ON THE CONTRACT DRAWINGS.

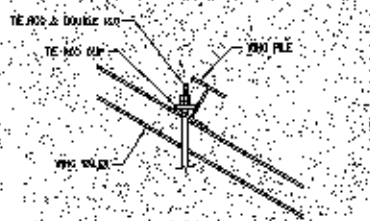
EUSKER STEEL			
P.O. BOX 200 (400) 200-2000 (400) 200-2000			
DATE	20-01-2020	DESIGNED BY	DES
DATE FOR REVIEW	20-01-2020	CHECKED BY	DES
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020
DATE FOR REVIEW	20-01-2020	DATE	20-01-2020



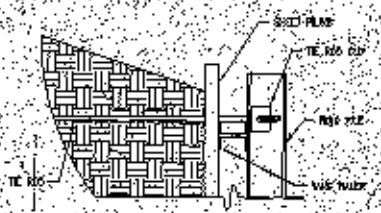
END OF SLAB DETAIL



CORNER DETAIL



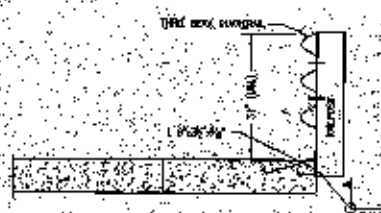
DETAIL AT TIE-ROD ENDS



SECTION THROUGH WING



REFLECTOR PLACEMENT

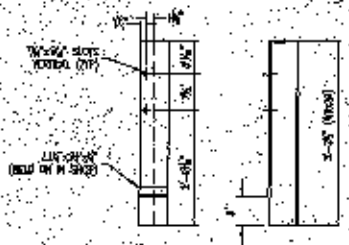


EDGE OF SLAB DETAIL



8 REQ'D.
TIE ROD CLIPS

REQ'D. 4 CORNERS
MC. 70' TYPE 'E'
SHEET PILE CORNER DETAIL



HUSKER STEEL			
P.O. Box 66 (403) 464-6677 FAX (403) 464-6677			
SULLYVILLE, IOWA 50248			
DATE	25-11-11	PROJECT	111111
REV. FOR APPROVAL		DESIGNER	111111
DESIGNER	111111	CHECKER	111111
BY	111111	DATE	111111
FOR APPROVAL	111111	DATE	111111
REMARKS	111111	DATE	111111
BY	111111	DATE	111111

Memorandum

City of Lawrence

City Manager's Office

TO: Tom Markus, City Manager
CC: Diane Stoddard, Assistant City Manager
Casey Toomay, Assistant City Manager
FROM: Britt Crum-Cano, Economic Development Coordinator
DATE: December 18, 2018
RE: Consider BTBC request for proposed lease repayment schedule on the BTBC expansion facility.

Please place the following item on the December 18, 2018 City Commission Meeting agenda:

Consider 3^d amendment to the lease agreement between the City of Lawrence, Douglas County and the Bioscience Technology Business Center (BTBC) to extend the lease repayment schedule for the BTBC expansion facility located at 4950 Bob Billings Parkway for one year through 2019, as requested by the BTBC.

Background:

The City and County are partners, along with other stakeholders, in BTBC (Bioscience and Technology Business Center) business incubator facilities and services. In January 2010, the City of Lawrence and Douglas County, Kansas entered into a lease agreement with the BTBC (formerly Lawrence-Douglas County Bioscience Authority) for the building located at 4950 Bob Billings Parkway. Commonly known as the BTBC-West or expansion facility, the City and County agreed to subsidize rent for this facility for the initial years of operations. As per Article V, Section 5.01, the BTBC,

"...agrees to pay as Basic Rent to the City and County on each February 1 and August 1 (each a "Rent Payment Date") beginning August 1, 2010 through and including August 1, 2014, the sum of \$12,500.00. On each Rent Payment Date thereafter, the BTBC shall pay as Basic Rent to the City and the County the principal portion of Basic Rent as shown on Schedule I hereto plus the Interest Portion of Basic Rent."

The BTBC submitted a letter dated February 23, 2015, requesting, "...the bond payment structure of the last five years be extended for an additional three years through 2017. Under this proposed extension, the City and County would continue to make the bond payments with semi-annual lease payments provided by BTBC."

On March 31, 2015, the City Commission considered and authorized the 1st amendment to the lease agreement which extended the BTBC expansion facility's lease repayment schedule for three years, through 2017 as requested.

On August 15, 2017, the City Commission considered and authorized the 2nd amendment to the lease agreement which extended the BTBC expansion facility's lease repayment schedule for one year, through 2018 as requested.

Annually, since the lease was executed, the BTBC has been paying two semi-annual payments of \$12,500 each (or \$25,000 total per year), with the City and County splitting annual bond payments. Starting in 2019, BTBC rent payments are to include both an interest and principal portion that would cover all bond debt service.

Request for 3rd Amendment:

The City received a letter from the BTBC in April 2018 requesting the previous bond payment structure be extended for an additional year through 2019.

If approved, the extension will provide the City an opportunity to work with BTBC staff and the County on long-term options related to the BTBC expansion facility. Note the City has budgeted for this extension in the 2019 budget, having assumed equal payments from the City and County to cover bond debt service and the BTBC paying a total of \$25,000 in rent for the year.

BTBC West Facility: Annual Rent & Bond Coverage				
	BTBC Basic Rent	City	County	Total Annual Bond Payment
Total Due in 2019	\$25,000.00	\$116,008.75	\$116,008.75	\$257,017.50

As shown above, the BTBC contribution would remain at \$12,500 twice per year (a total of \$25,000 annually) for one extra year, through 2019. The City and County would cover 2019 bond debt service, estimated at \$116,008.75 each. Approval of the request would result in a net decrease in BTBC rent payments of approximately \$232,117.50 for 2019.

A 3rd amendment to the lease agreement along with a revised basic rent schedule has been prepared to respond to the request.

In addition to the City Commission, Douglas County will need to consider approving the 3rd amendment at a future County Commission meeting.

Requested Action:

Approve 3rd amendment to the lease agreement between the City of Lawrence, Douglas County and the Bioscience Technology Business Center (BTBC) to extend the lease repayment schedule for the BTBC expansion facility located near Bob Billings Parkway on Wakarusa Drive for one year through 2019.

BTBC Rent Schedule 2019					
	Date	Payment	Interest	Principal	Balance
Loan	1/1/2018				2,975,000
1	1/1/2018	12,500	-	-	2,975,000
2	7/1/2018	12,500	-	-	2,975,000
1	1/1/2019	12,500	-	-	2,975,000
2	7/1/2019	12,500	-	-	2,975,000
3	1/1/2020	114,500	59,500	55,000	2,920,000
4	7/1/2020	113,400	58,400	55,000	2,865,000
5	1/1/2021	112,300	57,300	55,000	2,810,000
6	7/1/2021	111,200	56,200	55,000	2,755,000
7	1/1/2022	112,600	55,100	57,500	2,697,500
8	7/1/2022	111,450	53,950	57,500	2,640,000
9	1/1/2023	110,300	52,800	57,500	2,582,500
10	7/1/2023	109,150	51,650	57,500	2,525,000
11	1/1/2024	110,500	50,500	60,000	2,465,000
12	7/1/2024	109,300	49,300	60,000	2,405,000
13	1/1/2025	110,600	48,100	62,500	2,342,500
14	7/1/2025	109,350	46,850	62,500	2,280,000
15	1/1/2026	108,100	45,600	62,500	2,217,500
16	7/1/2026	106,850	44,350	62,500	2,155,000
17	1/1/2027	108,100	43,100	65,000	2,090,000
18	7/1/2027	106,800	41,800	65,000	2,025,000
19	1/1/2028	108,000	40,500	67,500	1,957,500
20	7/1/2028	106,650	39,150	67,500	1,890,000
21	1/1/2029	107,800	37,800	70,000	1,820,000
22	7/1/2029	106,400	36,400	70,000	1,750,000
23	1/1/2030	107,500	35,000	72,500	1,677,500
24	7/1/2030	106,050	33,550	72,500	1,605,000
25	1/1/2031	107,100	32,100	75,000	1,530,000
26	7/1/2031	105,600	30,600	75,000	1,455,000
27	1/1/2032	106,600	29,100	77,500	1,377,500
28	7/1/2032	105,050	27,550	77,500	1,300,000
29	1/1/2033	108,500	26,000	82,500	1,217,500
30	7/1/2033	106,850	24,350	82,500	1,135,000
31	1/1/2034	107,700	22,700	85,000	1,050,000
32	7/1/2034	106,000	21,000	85,000	965,000
33	1/1/2035	106,800	19,300	87,500	877,500
34	7/1/2035	105,050	17,550	87,500	790,000
35	1/1/2036	108,300	15,800	92,500	697,500
36	7/1/2036	106,450	13,950	92,500	605,000
37	1/1/2037	109,600	12,100	97,500	507,500
38	7/1/2037	107,650	10,150	97,500	410,000
39	1/1/2038	108,200	8,200	100,000	310,000
40	7/1/2038	106,200	6,200	100,000	210,000
41	1/1/2039	109,200	4,200	105,000	105,000
42	7/1/2039	107,100	2,100	105,000	-
			1,359,850	2,975,000	

Source: City of Lawrence Finance Department, 8-13-18

Attachments:

1. Lease Agreement
2. Cooperative Agreement
3. 1st & 2nd Amendments to Lease Agreement
4. BTBC Request Letter (April 20, 2018)
5. 3rd Amendment to Lease Agreement

April 20, 2018

Mr. Tom Markus
Lawrence City Manager
6 E. 6th Street
Lawrence, KS 66044

Mr. Craig Weinaug
Douglas County Administrator
1100 Massachusetts
Lawrence, KS 66044

We are providing this letter as our request for an additional year of deferment on the West Bond payments as part of the City and County funding requests.

When the West facility was acquired in 2010 by the City of Lawrence and Douglas County the purposes were distinct and clear, viz., (i) community retention of an emerging major bioscience company, as an anchor tenant, offering modern specialized laboratory and office space for that company to grow, (ii) provide expansion space for the BTBC Main facility on KU's research campus, if necessary, and (iii) development of an important nexus to KU's bio-refining Center for Environmentally Beneficial Catalysis (CEBC), which is headquartered immediately adjacent to the West facility, and offering unique commercialization space for KU.

All of these purposes were successfully achieved. CritiTech remained in Lawrence and has grown, significantly expanding its employee base, although it has since graduated into its own building in North Lawrence. The West facility has provided important laboratory and office space to numerous companies, now three. One of those companies is Archer Daniels Midland (ADM), recruited to Lawrence as part of its collaborative relationship with CEBC; it has established its Lawrence operations in the West facility tripling its space since 2012 and is a potential private-industry partner for an additional West campus Phase III project. For your information, an ADM delegation of scientists and business planners has scheduled a trip to KU and Lawrence in mid-May. The purpose of the visit is to explore expansion of ADM's Lawrence operations.

We believe the West facility can also provide additional strategic value while BTBC continues to develop Phase III of the technology park on West campus. With space unavailable at the Main facility, BTBC will attempt to utilize the West facility to continue its core mission of economic development by continuing to create, recruit, grow, and retain companies. Even if the West facility's occupancy increases over the next 12 - 24 months, the facility will never generate the revenue to sustainably manage under the current structure and make the fully amortized bond payments.

Our business analysis that was originally conducted in 2014 indicates, however, in light of the facility's specialized laboratories and limited size (the leasable square footage is less than 15,000), some level of public support will always be needed. Whether that is a priority for the City and County, as part of a long term economic development plan, needs to be determined as part of an extended assessment period.

When the West facility was acquired in 2010 the underlying financing structure provided for bond payments to be made, jointly, by the City and County with a token semi-annual lease payment made by BTBC. The original payment plan adjusted in 2015 when BTBC was scheduled to assume the bond payment, in full. This adjustment was based on the assumption that the facility would retain its initial anchor tenant with additional smaller tenancies if space was available. It was also assumed the initial five year period would be sufficient for BTBC, the City and County, to make a meaningful determination of the facility's long term value as an economic development asset. The original plan was then extended three years through 2017.

In the Fall of 2017, BTBC has initiated a strategic plan for the West facility to lease or sell the building in the next 24 months with the following goals: 1. Create a collaborative sales force of local realtors, the

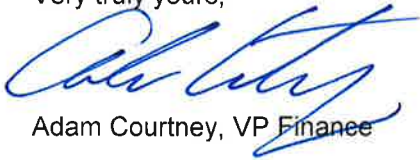
Lawrence Chamber, and the BTBC to promote and market the building to outside parties; 2. Exploit specific opportunities for a potential sale or lease of the building with emphasis on KU as the preferred buyer.

BTBC is requesting a continued deferment of the bond payments as requested previously. Under this proposed extension the City and County would continue to make the bond payments with semi- annual lease payments provided by BTBC. BTBC would continue to make the ad valorem tax payments to Douglas County during this time as has been the case the last nine years.

This extension would allow BTBC, the City, and the County to continue its West Plan and pursue opportunities to dispose of the building, including exploration of greater utilization by the University of Kansas as a commercialization repository. The extension would also allow BTBC to continue to direct its limited budget resources to create new companies, develop phase III of the technology park, and recruit firms to move their business operations to Kansas.

Thank you for considering our request for your partnership support.

Very truly yours,



Adam Courtney, VP Finance

3rd AMENDMENT TO LEASE AGREEMENT

THIS 3rd AMENDMENT TO LEASE AGREEMENT, entered into as of the ____ day of ____, 2018, by and between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”) and **DOUGLAS COUNTY, KANSAS**, a body corporate and politic organized and existing under the laws of the State of Kansas (the “County”), as lessors, and **BIOSCIENCE AND TECHNOLOGY BUSINESS CENTER, INC.**, a Kansas not for profit corporation (“BTBC”), formerly known as **LAWRENCE-DOUGLAS COUNTY BIOSCIENCES AUTHORITY, INC.**, as lessee.

WHEREAS, BTBC, the City, and the County entered into a certain Lease Agreement dated January 1, 2010, pertaining to certain real estate legally described as:

LOT 2, BLOCK ONE, IN OREAD CENTER (A REPLAT OF LOT 1B OF A LOT SPLIT OF LOT ONE, OREAD WEST NO. 8), A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.

WHEREAS, Section 14.1 of the Lease Agreement provides that the Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of all parties thereto; and

WHEREAS, BTBC, the City, and the County desire to amend, change, modify, or alter the Lease Agreement in the following manner;

NOW THEREFORE, in consideration of the mutual representations, covenants, and agreements herein contained, the City, the County, and BTBC do hereby amend said Lease Agreement as follows:

1. Section 5.1(a) of the original Lease Agreement dated January 1, 2010 is hereby amended to state in its entirety as follows:

“Section 5.1. Basic Rent.

(a) The BTBC covenants and agrees to pay as Basic Rent to the City and the County on each February 1 and August 1 (each, a “Rent Payment Date”) beginning August 1, 2010 through and including August 1, 2019, the sum of \$12,500.00. On each Rent Payment Date thereafter, the BTBC shall pay as Basic Rent to the City and the County the Principal Portion of Basic Rent as shown on **Amended Schedule III**, plus the Interest Portion of Basic Rent. The Interest Portion of Basic Rent on each Rent Payment Date shall be determined by (a) multiplying the Cumulative Outstanding Principal Amount as shown on **Amended Schedule III** hereto on each Rent Payment Date by the Annual Interest Rate, as determined from time to time, and (b) dividing such amount by two. The City shall give notice of the Annual Interest Rate to BTBC and the County by January 15 of each year.”

The remaining provisions of Section 5.1 remain unaltered.

2. This Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

3. The City, the County, and BTBC mutually agree and acknowledge that, except as herein expressly provided, the original Lease Agreement dated January 1, 2010 remains in full force and effect.

CITY OF LAWRENCE, KANSAS

By: _____
Mayor, Stuart Boley

ATTEST:

Sherri Riedemann, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2018, before me the undersigned, a notary public, came Stuart Boley, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the CITY OF LAWRENCE, KANSAS, a municipal corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

DOUGLAS COUNTY, KANSAS

By: _____
Nancy Thellman, Chair of the Board of
County Commissioners

ATTEST:

County Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2018, before me the undersigned, a notary public, came Nancy Thellman, to me personally known, who, being by me duly sworn, did say that he is the Chair of the Board of County Commissioners of DOUGLAS COUNTY, KANSAS, a body corporate and politic duly organized and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed in behalf of said County by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

**BIOSCIENCE AND TECHNOLOGY
BUSINESS CENTER, INC.**

By: _____
E. LaVerne Epp, Executive Chairman

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2018, before me the undersigned, a notary public, came E. LaVerne Epp, to me personally known, who, being by me duly sworn, did say that he is the President and Chairman of BIOSCIENCE AND TECHNOLOGY BUSINESS CENTER, INC., a not for profit corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said organization, and that said instrument was signed and sealed in behalf of said organization by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said organization.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

BTBC Rent Schedule 2019					
	Date	Payment	Interest	Principal	Balance
Loan	1/1/2018				2,975,000
1	1/1/2018	12,500	-	-	2,975,000
2	7/1/2018	12,500	-	-	2,975,000
1	1/1/2019	12,500	-	-	2,975,000
2	7/1/2019	12,500	-	-	2,975,000
3	1/1/2020	114,500	59,500	55,000	2,920,000
4	7/1/2020	113,400	58,400	55,000	2,865,000
5	1/1/2021	112,300	57,300	55,000	2,810,000
6	7/1/2021	111,200	56,200	55,000	2,755,000
7	1/1/2022	112,600	55,100	57,500	2,697,500
8	7/1/2022	111,450	53,950	57,500	2,640,000
9	1/1/2023	110,300	52,800	57,500	2,582,500
10	7/1/2023	109,150	51,650	57,500	2,525,000
11	1/1/2024	110,500	50,500	60,000	2,465,000
12	7/1/2024	109,300	49,300	60,000	2,405,000
13	1/1/2025	110,600	48,100	62,500	2,342,500
14	7/1/2025	109,350	46,850	62,500	2,280,000
15	1/1/2026	108,100	45,600	62,500	2,217,500
16	7/1/2026	106,850	44,350	62,500	2,155,000
17	1/1/2027	108,100	43,100	65,000	2,090,000
18	7/1/2027	106,800	41,800	65,000	2,025,000
19	1/1/2028	108,000	40,500	67,500	1,957,500
20	7/1/2028	106,650	39,150	67,500	1,890,000
21	1/1/2029	107,800	37,800	70,000	1,820,000
22	7/1/2029	106,400	36,400	70,000	1,750,000
23	1/1/2030	107,500	35,000	72,500	1,677,500
24	7/1/2030	106,050	33,550	72,500	1,605,000
25	1/1/2031	107,100	32,100	75,000	1,530,000
26	7/1/2031	105,600	30,600	75,000	1,455,000
27	1/1/2032	106,600	29,100	77,500	1,377,500
28	7/1/2032	105,050	27,550	77,500	1,300,000
29	1/1/2033	108,500	26,000	82,500	1,217,500
30	7/1/2033	106,850	24,350	82,500	1,135,000
31	1/1/2034	107,700	22,700	85,000	1,050,000
32	7/1/2034	106,000	21,000	85,000	965,000
33	1/1/2035	106,800	19,300	87,500	877,500
34	7/1/2035	105,050	17,550	87,500	790,000
35	1/1/2036	108,300	15,800	92,500	697,500
36	7/1/2036	106,450	13,950	92,500	605,000
37	1/1/2037	109,600	12,100	97,500	507,500
38	7/1/2037	107,650	10,150	97,500	410,000
39	1/1/2038	108,200	8,200	100,000	310,000
40	7/1/2038	106,200	6,200	100,000	210,000
41	1/1/2039	109,200	4,200	105,000	105,000
42	7/1/2039	107,100	2,100	105,000	-
			1,359,850	2,975,000	



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
cweinaug@douglaskountyks.org

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Fairgrounds Policy, Procedures and Fee Schedule Update

DATE: November 28, 2018

Attached for your consideration and approval are revisions to the Douglas County Fairground Policies and Procedures, and proposed 2019 facility rental fee schedule. The last update to the policies and procedures and fee schedule occurred in October of 2016 in anticipation of the completed Fairgrounds facility updates and expansion. Since that time the facilities have experienced frequent use for various private and public events and are managed on a day to day basis by a full-time Fairgrounds Manager, with support from Maintenance staff.

The most significant change to the proposed revisions to the policies and procedures, and fee schedule, is the removal of the "501c3" usage and fee category, and addition of a "Non-Profit" category. According to the previous policy, the "501c3" category was described as follows:

- **501c3** - An event which is sponsored by a 501c3 community or service organization that meets the following criteria:

- No goods, services and/or products are sold (excluding food/beverage)
- No admission fee, charge, or donation is assessed or collected.

Examples include charitable fundraising events, animal adoption, and community workshops or training. Requests to waive rental fees will only be considered for non-profit community or service organization and are determined at the discretion of the County Administrator or their designee on a case by case basis.

The revised policy replaces the "501c3" category with the new "Non-Profit" category which states the following (page 1):

- **Non-Profit** – This rate applies to any non-profit groups who are using a facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising. The organization must be registered with the State of Kansas as a non-profit 501c3 community or similar qualifying non-profit entity.

Examples include charitable fundraising events, animal adoption, and community workshops or training. These events are charged a reduced base rental rate and are subject to Tier 1 & 2 deposits and miscellaneous fees. Requests to waive rental fees will only be considered for Douglas County non-profit community or service organization and are determined at the discretion of the County Administrator or their designee on a case by case basis.

In addition, the “**Douglas County Agencies and Departments**” category has been modified to include Douglas CountyFair Board among the organizations that will be exempted from facility rental fees.

The corresponding change to the proposed 2019 Fee Schedule is the addition of the “Non-Profit” rate category, which provides for a 50% reduction of standard rental rates. This practice is consistent with facility rental policies and rates at county fairgrounds in comparable communities. The end result of these proposed changes is a reduction to the organizations that have historically been exempted from facility rental fees. County Administration and Fairgrounds Management believe that these rates are competitive with comparable community event facilities, and are reflective of actual and presumed future usage.

Fairgrounds Management reported that approximately \$56,000 in facility rental fees were waived in FY 2017, many of which are been considered within the “Youth” category. Factoring in all exemptions for Extension Office usage, this amount is approximately \$53,000.

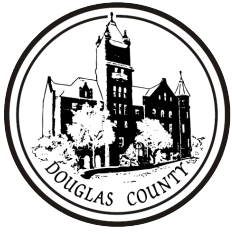
The proposed fee schedule will affect *all new 2019 reservations and will not apply to any existing reservations for 2019.* A copy of the previous fee schedule is attached for comparative purposes.

In addition, the following changes are reflected in the proposed changes and highlighted in red in the attached 2019 Fee Schedule:

- Removal of damage deposit for regular facility rentals that are not considered “Major Events” (page 3) in the Tier 1 and Tier 2 categories.
- Increase Alcohol Permit from \$25.00 to \$50.00.

The changes reflected in the revised policies and procedures, as well as the proposed 2019 fee schedule are informed by the experiences and various events that have occurred over the last 18 months. Further, the proposed changes are consistent with the directive provided by the Board of County Commissioners as part of the FY 2019 budget process to increase facility rental rates and reduce the number of fee exemptions from community agencies that rent space for events and meetings.

The following motion is recommended to approve these items: ***“Approve revisions to the Fairgrounds Policies and Procedures and 2019 Fee Schedule.*”**



DOUGLAS COUNTY MAINTENANCE

Judicial & Law Enforcement Center
111 E 11th Street, Unit 2
Lawrence, KS 66044-2981
(785) 832-5296 Fax (785) 832-5262
www.douglascountyks.org

Douglas County Fairgrounds Policies and Procedures *Effective January 1, 2019*

Quick Basics

- Fairgrounds Fees can be viewed at: douglascountyks.org/depts/maintenance/fairgrounds-fees
- Event host is responsible for the actions of their employees, guests, and attendees.
- Reservations can only be made by an adult 18 and older with identification and in their own name.
- Events on Fridays & Saturdays must end by midnight; events on all other days must end by 10pm.
- Vehicles left on premises after 12:00 pm the day following the event may be towed at the vehicle owner's expense.
- Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein or parked on County property.
- The County reserves the right at any time to make changes to these rules and regulations.

Fee Schedule Categories

There are four categories of usage and associated rental deposits/fees at the Douglas County Fairgrounds, including:

- **Youth** – Free use is available for events which are produced, managed and attended in full by non-profit 501c3 organizations operating in Douglas County and serving youth (17 years of age and younger) who reside in Douglas County. Examples include Lawrence USD 497, Douglas County 4-H, Boys and Girls Clubs, Douglas County Scout events, etc.
- **Standard** – An event which is not open to the general public, is not sponsored by community or service organizations, and meets the following criteria:
 - No goods, services and/or products are sold (excluding food/beverage)
 - No admission fee, charge, or donation is assessed or collected.Examples include wedding receptions, anniversary parties, company functions, birthday parties, etc.
- **Non-Profit** – This rate applies to any non-profit groups who are using a facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising. The organization must be registered with the State of Kansas as a non-profit 501c3 community or similar qualifying non-profit entity. Examples include charitable fundraising events, animal adoption, and community workshops or training. These events are charged a reduced base rental rate and are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.
- **Commercial** – An event which is open to the general public but is not sponsored by community or service organizations. This also includes any event at which goods, services and/or products are sold (excluding food/beverage) or an admission fee, charge, or donation is assessed or collected. Examples include craft shows, consignment sales, clinics, seminars, meetings, sporting and recreational events, etc.

- **Douglas County Government Agencies and Departments** –All events sponsored by the County, County Extension Office, Fair Board, and agencies working at the direction of or on behalf of the County. The following conditions apply to free use of the Fairgrounds by Douglas County Governmental Departments:
 - All uses must be for official business of Douglas County Government.
 - Free, internal County use is available (based on availability) Monday – Wednesday (8:00 am – 4 pm) and Thursday (8 am – 12pm).
 - Free, internal use outside of these days/times is available, however; priority exceptions will be made for non-County uses with advance reservations of facilities that may require rescheduling or facility changes for County events and reservations, with the exception of any official business conducted by County departments.
 - All facility use requires a Reservation Agreement, signed by Fairgrounds Management, and is subject to these Regulations and any other reservation and use requirements. This includes, but is not limited to, cleanup, damage, insurance, permits and restrictions. Standard charges apply for extended hours, equipment, supplies, extra cleaning, etc. even if rental fees have been waived.

*****If fees are waived for any event, please note that Fairgrounds Management has the authority to move a function to a different location on the Fairgrounds up to 10 days prior to the event. *****

<i>Scheduling Your Event</i>

- | |
|--|
| <ul style="list-style-type: none"> • Several items are necessary to schedule and prepare for your event: <ul style="list-style-type: none"> ○ Facility Rental Booking – basic information, location, dates, rental fee and damage deposit. ○ Rental Agreement (s) – overall contract for the Facility rental, which may include one of the following: <ul style="list-style-type: none"> • <u>Event Camping with Electrical Hookups Permit</u> - For events with overnight camping. Agreement is required to obtain a permit. All permits are issued by Fairgrounds Management and payment should be made directly to Douglas County, not to the event holder. • <u>Culinary Commons Agreement</u>- For exclusive use of the Culinary Commons. ○ Insurance Information – if required, a copy of the Certificate of Insurance with the mandatory coverages, limits, and additional insureds must be provided to Fairgrounds Management. • The damage deposit, rental fee, and a signed Rental Agreement must be delivered to the Fairgrounds Office no later than 30 days prior to the event. Failure to deliver these items to the Fairgrounds Office within the 30-day period will result in forfeiture of all rental rights and fees, including access to the Fairgrounds. If you lose your Rental Agreement and need a new copy, you will be charged the actual costs for providing a new copy. • All facility reservations and deposits made via credit card will be assessed a non-refundable 2.35% convenience fee. • Notice of cancellation is required within 72 hours of reservation in order to receive full refund. Failure to comply with this contractual obligation will result in forfeiture of any and all rental fees paid to date for the associated reservation. • Changes to the Rental Agreement must be agreed upon at least 30 days prior to event and are at the discretion of Fairgrounds Management. • No reservation will be accepted more than twelve (12) months in advance of the event or activity. Any individual may reserve a facility up to twelve (12) months in advance for purposes of regular/monthly meetings or activities and must be renewed on an annual basis. • Tier 1 and Tier 2 event deposit holders with enough balance in their deposit account may reserve facilities up to two (2) years in advance following consultation and confirmation with Fairgrounds Management. • Renter is responsible for all set up, including tables, chairs and any other special requirements related to their events. • WI-FI: If needed, please request it before your event's start date. |
|--|

Major Event Liability Insurance and Damage Deposits

- For purposes of collecting the required damage deposit related to major event reservations, Fairgrounds Management will determine whether the event falls within the following categories in order to assess the appropriate amount:
 - **Tier 1** - Low-impact events involving small animals and/or activities that do not require any special equipment or high-risk activities. Examples include car shows, bird/reptile/canine/feline shows or competitions, and some barn/farm animal shows or sales including swine, goats, sheep, etc.
 - **Tier 2** – High-impact events involving large animals, large audiences/attendees, special equipment, usage of a substantial portion of the Fairgrounds, some events where alcohol is made available, and high-risk activities. Examples include barn/farm animal events including llama, horse and cattle shows, demolition derbies, carnivals, and swap meets.
- Major Event Liability Insurance may be required at the discretion of Fairgrounds Management.
- Liquor Liability Insurance and/or Major Event Liability Insurance including liquor liability coverage may also be required at the discretion of Fairgrounds Management.
- Major Event Liability Insurance is generally not required for meetings, small social gatherings and/or family celebrations that do not require special equipment and/or activities.
- If required, the renter shall obtain and maintain, for the duration of the Rental Agreement, satisfactory general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and \$500,000 for property damage and/or satisfactory liquor liability coverage with a limit of not less than \$1,000,000. The cost of insurance shall be borne solely by the renter.
- If insurance is required for your event, you must provide a Certificate of Insurance which confirms the coverages and limits and which names Douglas County, Kansas and the Douglas County Board of County Commissioners, 1100 Massachusetts Street, Lawrence, KS 66044 as additional insureds. Proof of insurance must be presented to the County Fairgrounds Reservation Office no less than thirty days before the event.
- If needed, renters may request information regarding such insurance by contacting the Fairgrounds office at 785-832-5296.

Security

- The Douglas County Sheriff, County Administrator, or Fairgrounds Management reserves the right to require security at any and all events. If security is required, renters will be given additional information.
- In the event of an emergency situation, the Douglas County Sheriff has the authority to cancel, move, or terminate any function in any of the buildings at the Douglas County Fairgrounds, for whatever the Sheriff determines is necessary to carry on the functions of the Douglas County Jail, or public safety issues. It is the Sheriff's prerogative to do without any notification to the Department of Buildings and Grounds or the groups that may be occupying the buildings.
- All buildings at the Douglas County Fairgrounds are subject to entry and inspection by members of the Douglas County Sheriff's Office, other law enforcement agencies, or Fairgrounds Management at any time and without advance notice or warning, and users must fully comply with and accommodate their requests for entrance and inspection.
- Private security may be retained by Event Holders for their event or after hours with advanced approval by Fairgrounds Management. Fairgrounds Management reserves the right to deny any person(s) or company to be hired for security and requests for security review must be requested at least 30 days prior to the event. If approved, private security is limited to the Fairgrounds parking areas included in the approved reservation. At no time will private security be granted access to any of the interior buildings in the approved reservation.

End of the Event

- End of Event - 12:00 am (Midnight)
 - Music/loud noise for inside events stops no later than - 11:45 pm
 - Music/loud noise for outside events must stop no later than - 10:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 11:30 pm
- Sunday-Thursday Events End of Event - 10:00 pm
 - Music/loud noise for inside events stops no later than - 9:45pm
 - Music/loud noise for outside events must stop no later than - 8:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 9:30 pm
- Time out must not exceed 10:00 P.M. Sunday – Thursday and 12:00 A.M. on Fridays and Saturdays. **Any overage of time beyond the check-out time will be billed at an hourly rate of the building/area rented, with a one hour minimum, plus \$45.**
- While your event may end at midnight or at 10:00 pm (depending on the above information), you should set aside enough time for cleanup. Cleanup must be complete by the close of your event.
- **Renter is responsible for removing all personal items including “garbage”, any and all animal waste, and general cleaning and picking up of the facility. Please refer to attached *Event Guidelines and Procedures* document for additional details.**
- **If additional time is needed to clean the facility (tables/chairs, floors, etc.), by Fairgrounds staff, the renter will be charged \$45 per hour/per staff for the extra needed cleaning.**
- Renter is responsible for the actual repair and/or replacement costs for any damage to Fairground property.
- If there is an amount due to the County, over and above the normal costs already paid (including damages), following the event, it is due immediately upon receipt of the invoice. Interest of 1% will be charged monthly on any unpaid balance after 30 days.

Other Considerations

- The following activities are prohibited and reservations that include any and all of these activities will not be eligible to reserve facilities at the Douglas County Fairgrounds:
 - Firearms and weapons shows and/or sales;
 - Exotic animals, including circus events;
 - Large indoor or outdoor musical events with sound amplification

The violation of these prohibitions will result in a fine and, in addition, Douglas County may refuse to allow future use of the facilities by the violator.

- Posting Signs for Event: If you want to post signs advertising your event, be aware that the City of Lawrence makes it illegal to post placards, advertisements, pamphlets posters, and other such signs on trees, street light poles, trash containers, and public right of way. Any signs that are posted in these areas will be removed without notice and you may be subject to a fine. For more information, call the Building Inspection Department at (785) 832-3100.
- Horses: Do not ride or walk horses in the following areas: (1) Behind the Extension Office, (2) On the sidewalk or around the bus stop on Harper Street,
- Vending Machines: Do not unplug, cover, or place an ‘Out of Order’ sign on Fairgrounds drink vending machines.

Kansas Tort Claims Act

No provision of this Guide for Fairgrounds Rental Use will be given effect that attempts to: (1) expand liability beyond what is imposed under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*); and/or (2) waive or otherwise limit any immunity provisions available under the Kansas Tort Claims Act.

IF YOUR EVENT WILL NOT HAVE ALCOHOL, SKIP THIS PAGE

Alcohol

- If you would like to have alcoholic liquor, wine, beer, or cereal malt beverages available for consumption at your event, you must get an event permit from the County Administrator or Fairgrounds Management and comply with your permit and any rules governing alcohol at the Fairgrounds. Applicant must be the event holder and at least 21 years of age with a valid driver's license. If you are issued an event permit, this authorization is solely for serving, consuming, possessing, and/or carrying alcohol and does not allow for the sale of alcohol.
 - Once you have an event permit, alcoholic liquor (ex: rum, whiskey), wine, beer, and cereal malt beverages (ex: 3.2% beer) shall only be served, consumed, possessed, or carried upon those areas of the Fairgrounds premises as designated in the event permit.
 - Unless otherwise stated in an event permit, alcoholic liquor, wine, beer, and cereal malt beverages may only be served, consumed, possessed, or carried upon the designated areas of the Fairgrounds between the hours of 11:00 a.m. and 11:30 p.m. on Fridays and Saturdays and 11:00 a.m. and 9:30 p.m. on Sundays through Thursdays. All alcoholic liquor, wine, beer, and cereal malt beverages must be removed from public view and not available for consumption during all other times.
 - Anyone serving, consuming, possessing, or carrying alcoholic liquor, wine, beer, or cereal malt beverage on the Fairgrounds premises must comply with all applicable state and local laws.
 - Understand that only those individuals and entities identified in the event permit are authorized to serve or provide alcoholic liquor, wine, beer, or cereal malt beverages at the Fairgrounds premises. Violation of this policy will result in forfeiture of rental fee, damage deposit and immediate closure of the event.
- Prohibitions:
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during events given or hosted for persons under 21 years of age. Misrepresenting the nature of the event could result in closing the event and forfeiture of all fees.
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during the Douglas County Fair or any 4-H event.
 - The County Administrator reserves the right to prohibit alcoholic liquor, wine, beer, and cereal malt beverages for other events at the Fairgrounds premises.
- The County Administrator or their Fairgrounds Management reserves the right to deny an event permit application involving alcohol based on the applicant's prior history of failing to comply with a permit, any rules governing alcohol at the Fairgrounds, and/or any applicable state or local laws.

2019 DOUGLAS COUNTY FAIRGROUNDS FEE SCHEDULE
PROPOSED

Fee Type	Daily Rate (business hours)	Description	6 Hour Block	Non-Profit Rate	Per Hour	Non-Profit Rate
		Does not include miscellaneous extra charges		*does not apply to Douglas County 4-H/ Fair/Extension		*does not apply to Douglas County 4-H/ Fair/Extension
Entire Fairgrounds	\$ 1,500.00					
Building #21	\$ 440.00		\$225.00	\$110.00	\$ 75.00	\$ 35.00
Building #21 Kitchen	\$ 25.00	With event only				
Building #21 North (300 capacity)	\$ 240.00		\$120.00	\$60.00	\$ 40.00	\$20.00
Building #21 South (235 capacity)	\$ 200.00		\$105.00	\$50.00	\$ 35.00	\$15.00
Cooking Only in Building #21 Kitchen	\$ 50.00		\$25.00	\$12.00		
Meeting Hall	\$ 660.00		\$ 400.00	\$200.00	\$ 80.00	\$40.00
Meeting Hall East (130 capacity)	\$ 330.00		\$ 200.00	\$100.00	\$ 40.00	\$20.00
Meeting Hall West (130 capacity)	\$ 330.00		\$ 200.00	\$100.00	\$ 40.00	\$20.00
Meeting Hall Kitchenette	\$ 15.00	With event only				
Community Indoor Arena	\$ 520.00		\$255.00	\$125.00	\$ 85.00	\$43.00
Comm. Bldg. Concession Stand	\$ 60.00	With event only		\$30.00		\$15.00
Comm. Bldg. Meeting Room	\$ 35.00	Upon request		\$15.00		\$8.00
Open Pavilion	\$ 660.00	Includes judging arena and livestock pens	\$ 330.00	\$165.00	\$110.00	\$55.00

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2019 DOUGLAS COUNTY FAIRGROUNDS FEE SCHEDULE

PROPOSED

Fee Type	Daily Rate (business hours)	Description	6 Hour Block	Non-Profit Rate
Outdoor Areas				
Outdoor Event Arena	\$ 250.00		\$ 125.00	\$125.00/\$63.00
Outdoor Event Arena & Lights	\$ 300.00		\$ 175.00	\$150.00/\$88.00
Grassy Areas (includes parking)	\$ 300.00	With event only	\$ 150.00	\$150.00/\$75.00
Shelters	\$ 15.00			\$ 8.00
Deposits				
Non-Major Event Deposit				
<i>*Please see Fairgrounds Policies for definition of non-major event</i>	\$ 150.00	Per building, building side or kitchen; eligible for refund	\$ 75.00	n/a
Major Event Deposit (Tier 1)				
<i>*Please see Fairgrounds Policies for definition of major event</i>	\$ 500.00	Per building, building side or kitchen; eligible for refund	\$ 250.00	n/a
Major Event Deposit (Tier 2)				
<i>*Please see Fairgrounds Policies for definition of major event</i>	\$ 2,250.00	Per building, building side or kitchen; eligible for refund	\$ 1,125.00	n/a

2019 DOUGLAS COUNTY FAIRGROUNDS FEE SCHEDULE
PROPOSED

Fee Type	Daily Rate (business hours)	Description	6 Hour Block	Non-Profit Rate
<u>Hourly Labor Charges</u>				
Set-up/Tear-down	\$1.00	Per person		n/a
Cleaning	\$45.00	Hourly		n/a
Tractor Hire (regular time)	\$25.00	Hourly		n/a
Tractor Hire (unscheduled time)	\$45.00	Hourly		n/a
<u>Miscellaneous</u>				
Alcohol Permit	\$ 25.00	With event only		n/a
		Hourly rate of rental with 1		
Holdover charge	<i>TBD</i>	hour minimum + \$45		n/a
		With event only, permit		
RV Electrical	\$ 15.00	required		n/a
Open Ride	\$ 15.00	Per adult		n/a
Livestock Pens	\$100.00	Per 20 pens		n/a
Livestock Shavings	<i>TBD</i>	Market price		n/a

<u>Fee Type</u>	<u>Amount</u>	<u>Description</u>
<u>Building #1</u>	\$40.00	6 Hour Block(s) @ \$40.00
<u>Building #1</u>	\$17.00	Weekend Hours @ \$17.00 Each
<u>Building #1 & #2</u>	\$80.00	6 Hour Block(s) @ \$80.00 Each
<u>Building #1 & #2</u>	\$34.00	Weekend Hours @ \$34.00 Each
<u>Building #1 Kitchen</u>	\$10.00	Day(s) @ \$10.00 Each
<u>Building #1, #2 & #21</u>	\$104.00	Weekend Hours @ \$104.00 Each
<u>Building #2</u>	\$40.00	6 Hour Block(s) @ \$40.00
<u>Building #2</u>	\$17.00	Weekend Hours @ \$17.00 Each
<u>Building #21</u>	\$160.00	6 Hour Block(s) @ \$160.00 Each
<u>Building #21</u>	\$70.00	Weekend Hours @ \$70.00 Each
<u>Building #21 Kitchen</u>	\$15.00	Day(s) @ \$15.00 Each with Event
<u>Building #21 North</u>	\$80.00	6 Hour Block(s) @ \$80.00 Each
<u>Building #21 North</u>	\$35.00	Weekend Hours @ \$35.00 Each
<u>Building #21 South</u>	\$80.00	6 Hour Block(s) @ \$80.00 Each
<u>Building #21 South</u>	\$35.00	Weekend Hours @ \$35.00 Each
<u>Caretaker Set-Up & Take Down</u>	\$100.00	As Contracted
<u>Cleaning Deposit for One Building</u>	\$100.00	This is a refundable amount
<u>Cleaning Deposit for Two Buildings</u>	\$200.00	This is a refundable amount
<u>Comm. Bldg. Concession Stand</u>	\$50.00	Day(s) @ \$50.00 Each
<u>Comm. Bldg. Meeting Room</u>	\$30.00	Day(s) @ \$30.00 Each
<u>Comm. Bldg. Set-Up</u>	\$0.00	Day(s) @ No Fee
<u>Comm. Bldg. Tractor Hire</u>	\$15.00	Hours @ \$15.00 Per Hour
<u>Community Building</u>	\$70.00	Hours @ \$70.00 Per Hour
<u>Community Building</u>	\$400.00	Weekday Day(s) @ \$400.00 Each Day
<u>Community Building</u>	\$450.00	Weekend Days(s) @ \$450.00 Each Day
<u>Cooking Only in Building #21 Kitchen</u>	\$25.00	\$25.00 Per 6-hour Blocks if Available
<u>Cooking Only in Building #21 Kitchen</u>	\$50.00	\$50.00 Per (2) 6-hour Blocks if Available
<u>Entire Fairgrounds</u>	\$1,250.00	Day(s) @ 1250.00 Each
<u>Grassy Areas</u>	\$0.00	Available Areas @ No Fee
<u>Judging Arena</u>	\$25.00	Day(s) @ \$25.00 Each
<u>Livestock Barns</u>	\$20.00	Full Day(s) @ \$20.00 Each
<u>Livestock Barns</u>	\$60.00	Day(s) @ \$60.00 Each (3 barns)
<u>Livestock Barns & Judging Arena</u>	\$85.00	Day(s) @ \$85.00 Each
<u>Major Deposit</u>	\$1,500.00	Day(s) @ 1500.00 Each
<u>Open Ride</u>	\$15.00	Each Adult @ \$15.00
<u>Outdoor Arena</u>	\$25.00	Day(s) @ \$25.00 Each
<u>Outdoor Arena & Lights</u>	\$75.00	Day(s) @ \$75.00 Each
<u>Poultry Barn</u>	\$20.00	Day(s) @ \$20.00 Each
<u>Rabbit Barn</u>	\$20.00	Day(s) @ \$20.00 Each
<u>Scale Barn</u>	\$20.00	Day(s) @ \$20.00 Each
<u>Set-Up #1, #2 & #21</u>	\$240.00	6 Hour Block(s) @ \$240.00 Each
<u>Set-Up Per Day</u>	\$100.00	Day(s) @ \$100.00 Each
<u>Shelters</u>	\$15.00	Full Day
<u>Swine Barn</u>	\$20.00	Day(s) @ \$20.00 Each
<u>Trailer Camping Electrical</u>	\$10.00	Day(s) @ \$10.00 Each
<u>Usage Fee for Parking</u>	\$250.00	Each Event



DOUGLAS COUNTY MAINTENANCE

Judicial & Law Enforcement Center
111 E 11th Street, Unit 2
Lawrence, KS 66044-2981
(785) 832-5330 Fax (785) 832-5262
www.douglascountyks.org

David Sparkes
Director, Buildings and Grounds

EVENT GUIDELINES

Our goal at the Fairgrounds is to meet the needs of our customers in such a way as to minimize the negative impact on the facilities, and to leave the facility in good condition to maximize the efficiency of our small staff. You can assist in this endeavor if you will follow these guidelines. These guidelines are an addition to the Fairgrounds Policy Statement and are not all-inclusive.

These guidelines are for the following buildings/areas; Flory Meeting Hall East, West, and/or Kitchenette, Building #21 North, South, and/or Kitchen), Open Pavilion, the Community Building, the Shower house, driveways, parking lots, grassy areas and camping areas. Douglas County does not provide cleaning services; Janitor carts with all supplies are located in each building closet area for Event holder's use.

All Buildings- Decoration, Set-up, and Cleanup

- No tape, staples, nails, tacks, putty, command strips, etc. are allowed to be placed on walls, floors or ceiling.
- No glitter or confetti of any kind allowed in any of the buildings on the Fairground.
- All doors are emergency exits; please keep clear and unobstructed
- Children are to be supervised at all times
- Remove all belongings (including any catering items and rented equipment)
- All County buildings are smoke free facilities
- Wipe off chairs and stack 10 high (do not exceed 10) and return to designated storage area
- Wipe off tables and stack like-colored tables on dolly and return to designated storage area
- Sweep or shake doormats clean
- All trash in building, including restrooms, must be bagged and placed into dumpsters outside Building #21 and all liners replaced
- Clean kitchen counters, stoves, microwaves, sinks, steamer, and refrigerators. Remove all food from the refrigerator and freezer
- Sweep and wet-mop bathrooms, entry ways, kitchens, meeting rooms, arena apron and hall floors
- Clean all restrooms including counters, mirrors, trash, floors, and flush all toilets

Open Pavilion

- Sweep bathroom floors, remove trash, and flush toilets
- Sweep Pavilion floor, empty trash barrels into dumpsters

Parking Lots & Driveways

- It is the renter's responsibility to remove all trash, animal waste, and straw from buildings, parking lots, driveways, and grassy areas. Wheelbarrows and rakes are available upon request
- All waste materials and trash must be placed inside the dumpster

FAILURE TO CLEAN BUILDINGS, REMOVE CATERED/RENTED ITEMS, PARKING LOTS, DRIVEWAYS, OR POLE BARN OF TRASH OR ANIMAL WASTE WILL RESULT IN A CLEANING

CHARGE OF \$45.00 PER HOUR/PER STAFF WITH A ONE HOUR MINIMUM AND PLACED AGAINST YOUR DEPOSIT OR INVOICED.

Safety

The Event Holder understands that Douglas County Fairgrounds facilities and services are being made available only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Douglas County Fairgrounds. This includes any intentional or accidental tampering or interference with facility operational systems including, fire, electrical, HVAC, and plumbing. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Douglas County Fairgrounds, and to follow all reasonable directions and instructions of Douglas County officials, including hired security personnel.

Douglas County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Douglas County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, Douglas County, KS or its representatives shall make arrangements for the immediate removal of such person from Douglas County Fairgrounds property.

I have read and understand the **Event Guidelines and Policies** listed above. I understand that if the guidelines are not followed, a financial penalty may be incurred.

EVENT: _____

DATE: _____

EVENT LOCATIONS: _____

SIGNATURE OF EVENT HOLDER: _____ **DATE:** _____

NAME & ORGANIZATION: _____

BOCC Memo Draft Text for Intensive Care Coordination Services

Attached for your consideration is a proposal for DCCCA to implement SAMHSA's Strategic Prevention Framework in Douglas County and to conduct an Opioid Summit in 2019.

In November, the Community Health Plan identified prevention as one of three strategic focus areas to be addressed over the next five years. The Douglas County Behavioral Health Leadership Coalition has also identified implementation of the Strategic Prevention Framework and the hosting of an Opioid Summit as key priorities of Proposition One. To that end, DCCCA now proposes a nine-month planning process utilizing an evidence-based prevention planning model designed to address substance misuse and behavioral health problems in communities. This nine-month planning process will be followed by a six-month implementation and evaluation process. Preliminary planning began in October of 2018 and will continue through December of 2019.

The Strategic Prevention Framework (SPF) is a five-step planning model including assessment, capacity building, planning, implementation and evaluation. The SPF also highlights two guiding principles, sustainability and cultural competence, to ensure a comprehensive process to address behavioral health prevention needs.

Strategic planning will be completed in coordination with community partners utilizing available data from the health department, hospital, schools and law enforcement agencies. DCCCA will engage key stakeholders from all Douglas County communities to ensure that diverse perspectives and input is considered for comprehensive planning.

DCCCA also proposes a one-day summit to discuss opioids in Douglas County. A diverse selection of topics will be offered, with final selection based on feedback of key stakeholders. DCCCA will offer CME and CNE credits for medical professionals well as contact hours for BSRB. Up to 200 slots will be allocated for attendees.

Additionally, DCCCA will provide virtual and small group training options for prescribers on prescribing guidelines after the summit as an opportunity to continue engaging this population in the conversation. After the summit, DCCCA will provide a final report and evaluation summary highlighting recommendations to be included as part of strategic prevention planning to address opioid issues in the county.

The following motion is recommended to approve these items: ***“Consider approval for DCCCA to serve as the lead agency in convening and implementing SAMHSA’s Strategic Prevention Framework and hosting an Opioid Summit in Douglas County with a cost not to exceed \$180,000.*”**



DCCCA PREVENTION SERVICES

DCCCA operates two prevention programs in Kansas funded through grants from the [Kansas Department for Aging and Disability Services \(KDADS\)](#): training and technical assistance to community coalitions and a prescription drug prevention program – Kansas Partnerships for Success.

DCCCA offers training, guidance, and consultation not only to community coalitions funded by KDADS but also to communities in whatever stage of progress toward development of a prevention infrastructure.

The Kansas Partnership for Success project prevents and reduces the incidence of prescription drug misuse and abuse among individuals ages 12-24 in high-risk, high need areas across the state. The project also increases public knowledge and understanding about the consequences associated with prescription drug misuse and abuse.

DCCCA is a partner in the Kansas Prevention Collaborative, which was created to integrate and innovate behavioral health prevention efforts across the state of Kansas.

Kansas Prevention Collaborative

<http://kansaspreventioncollaborative.org>

Register for announcements and information pertaining to membership of the collaborative.

Two regular trainings –

- Prevention TalkS- online first Thursday 12:00-1:00
- Prevention WorkS- quarterly face-to-face 10:00-3:30

DCCCA Offers E-Learning

<https://www.dcca.org/prevention-resources/>

Topic areas include, but are not limited to –

- Adverse Childhood Experiences
- Suicide Prevention
- Prescription Drug Misuse Prevention
- E-cigarettes and Vaping
- Problem Gambling Prevention
- Strategic Prevention Framework
- Social Media
- Coalition Development

Kansas Communities That Care Survey

The KCTC Survey is administered through the schools to 6th, 8th, 10th, and 12th grades. The survey provides data on students' attitudes and is an excellent mirror to the community. The Social Emotional Learning mandate from KSDE is met by the KCTC.



DCCCA PREVENTION SERVICES

Strategic Prevention Framework

SAMHSA's Strategic Prevention Framework (SPF) is a planning process for preventing substance use and misuse. The five steps and two guiding principles of the SPF offer coalitions a comprehensive process for addressing the substance misuse and related behavioral health problems facing their communities. The effectiveness of the SPF begins with a clear understanding of community needs and involves community members in all stages of the planning process.

The steps of the SPF include:

Step 1: Assess Needs: What is the problem, and how can I learn more?

Step 2: Build Capacity: What do I have to work with?

Step 3: Plan: What should I do and how should I do it?

Step 4: Implement: How can I put my plan into action?

Step 5: Evaluate: Is my plan succeeding?



The SPF also includes two guiding principles:

Cultural competence: The ability to interact effectively with members of diverse populations

Sustainability: The process of achieving and maintaining long-term results

Distinctive Features of the SPF

The SPF planning process has four distinctive features. The SPF is:

- **Data driven:** The SPF is designed to help coalitions gather and use data to guide all prevention decisions—from identifying which substance misuse problems to address in their communities, to choosing the most appropriate ways to address problems.
- **Dynamic:** Assessment is more than just a starting point. Coalitions will return to this step again and again: as the prevention needs of their communities change and as community capacity to address these needs evolve.
- **Focused on population-level change:** Effective prevention means implementing multiple strategies that address the constellation of **risk and protective factors** associated with substance misuse in a given community.
- **Intended to guide prevention efforts for people of all ages:** Substance misuse prevention has traditionally focused on adolescent use. The SPF challenges coalitions to look at substance misuse among populations that are often overlooked but at significant risk, such as young adults ages 18 to 25 and adults age 65 and older.
- **Reliant on a team approach:** Each step of the SPF benefits from the participation of diverse community partners. The individuals you involve will change as your initiative evolves over time, but the need for prevention partners will remain constant.

Proposal for Douglas County Prevention Services

Strategic Planning (October 2018-December 2018)

Strategic planning will be completed in coordination with community partners utilizing available data from the health department, hospital, schools and law enforcement agencies. DCCCA will engage key stakeholders from all Douglas County communities to ensure diverse perspectives and input is considered for comprehensive planning. We propose a nine-month planning process utilizing an evidence-based prevention planning model designed to address substance misuse and behavioral health problems in communities. The first three months of the strategic planning process will occur during the final quarter of calendar year 2018.

The Strategic Prevention Framework (SPF) is a five-step planning model including assessment, capacity building, planning, implementation and evaluation. It also highlights two guiding principles, sustainability and cultural competence, to ensure a comprehensive process to address behavioral health prevention needs. An overview of the strategic planning process includes –

- October 2018 – Identify stakeholders, gather initial available data points in coordination with health department, provide overview of planning model
- November 2018 – Engage individual stakeholders in initial conversations about behavioral health prevention needs and current resources
- December 2018 – Convene stakeholders within the county (12 sectors as starting point), define purpose of group, begin initial data review, complete capacity assessment

Prevention Strategic Planning and Implementation Budget 2018

Item	Cost
.5 FTE for strategic planning facilitation/process implementation	\$8,563
.5 FTE benefits @ 35 percent	\$2,997
Local Travel (150 miles/month/3 months) @ \$.35/mile	\$157
Supplies (flip charts, markers, general office, copies) @ \$100/month	\$300
Technology (options for virtual meetings) @\$100/month	\$300
Facilities (office and community spaces) @ \$250/month	\$750
Total Direct Costs	\$13,067
Indirect (10 percent)	\$1,307
TOTAL COST	\$14,374

Strategic Planning (January 2019-June 2019)

- January 2019 – Begin community readiness interviews to determine awareness of issues and design targeted approach to education and community buy-in, continue data review
- February 2019 – Finalize community readiness interviews, begin data/need prioritization process based on available data and community interviews
- March 2019 – Convene evidence-based practice workgroup to explore evidence-based strategies for prevention services based on data review
- April 2019 - Identify final evidence-based strategies for prevention based on priorities, develop implementation plan and timeline
- May 2019 – Develop summary report highlighting engaged stakeholders, key data points, prioritization process, evidence-based strategy summary, implementation plan and timeline
- June 2019 - Develop prevention marketing plan including television, radio, billboards and social media based on strategic planning efforts

Strategic Plan Implementation (July 2019-December 2019)

- July 2019 – Develop prevention marketing materials to begin educating community members about substance use prevention issues in the county
- August 2019 – Implement strategic plan and prevention marketing
- September 2019 – Implement strategic plan and prevention marketing
- October 2019 – Implement strategic plan and prevention marketing
- November 2019 – Implement strategic plan and prevention marketing
- December 2019 - Conduct year-end evaluation review of strategic plan implementation and prevention marketing effectiveness

Prevention Strategic Planning and Implementation Budget 2019

Item	Cost
.5 FTE for strategic planning facilitation/process implementation	\$34,250
.5 FTE benefits @ 35 percent	\$11,988
Local Travel (150 miles/month/12 months) @ \$.35/mile	\$630
Supplies (flip charts, markers, general office, copies) @ \$100/month	\$1,200
Technology (options for virtual meetings) @\$100/month	\$1,200
Facilities (office and community spaces) @ \$250/month	\$3,000
Marketing Materials (development, printing, implementing)	\$25,000
Total Direct Costs	\$77,268
Indirect (10 percent)	\$7,727
TOTAL COST	\$84,995



Douglas County Opioid Summit (Spring 2019)

DCCCA proposes a one-day summit to discuss opioids in Douglas County. We will offer a diverse selection of topics, with final selection based on feedback of key stakeholders. DCCCA will offer CME and CNE credits for medical professionals well as contact hours for BSRB. We will allocate up to 200 slots for attendees. Potential topics include –

- Operation Unite (Kentucky)
 - This agency hosts the National Rx Drug Abuse and Heroin Summit, the largest national collaboration of professionals impacted by prescription drug misuse.
- K-TRACS data (Douglas County specific prescribing practices)
 - K-TRACS is the Prescription Monitoring Program (PMP) in Kansas. All schedule II-IV controlled substance prescriptions are recorded in K-TRACS.
- General data overview (Douglas County specific comparisons to state/national)
 - All data points will focus on Douglas County and how we compare to state and national averages to paint a picture of opioid misuse in the county.
- Best practices for prescribing (pain management specific)
 - Centers for Disease Control prescribing guidelines will be highlighted as best practices in addition to alternatives to pain management.
- Drug identification (law enforcement specific – KHP)
 - This session will include signs of opioid use based on standardized information and highlight new trends emerging in opioid misuse.
- Facilitated table discussion for county planning
 - Discussion will be focused on Douglas County needs and how they tie into the state planning for prescription drug misuse and abuse.

Additionally, DCCCA will provide virtual and small group training options for prescribers on prescribing guidelines after the summit as an opportunity to continue engaging this population in the conversation. After the summit, DCCCA will provide a final report and evaluation summary highlighting recommendations to be included as part of strategic prevention planning to address opioid issues in the county.

As part of the opioid initiative, we will engage five pharmacies in Douglas County with a safe disposal project. Through this project, we will work with individual pharmacies to provide medication disposal bags to clients encouraging safe disposal of prescription medications, specifically opioids.

Douglas County Opioid Summit Budget

Item	Cost
.25 FTE for summit coordination and follow up physician/pharmacist engagement	\$11,960
.25 benefits @ 35 percent	\$4,186
Local Travel (150 miles/month @ \$.35/mile)	\$630
Facility (rooms and snacks/meals)	\$12,000
Speaker stipends	\$5,000



Medication Disposal Bags	\$10,000
Promotion (printed and virtual materials)	\$1,500
CNE/CME (\$1,750 for event and accreditation fee, \$15 per person up to 25 people)	\$2,125
Supplies (name badges, general office)	\$1,500
Virtual Training for prescribers	\$6,000
Pharmacy Engagement – safe disposal	\$15,000
Total Direct Costs	\$69,901
Indirect Costs (10 percent)	\$6,990
TOTAL COST	\$76,891

Total Proposal Request

Item	Cost
Strategic Planning 2018	\$14,374
Strategic Planning/Implementation 2019	\$84,995
Opioid Summit	\$76,891
Total Cost	\$176,260

New Directions for Behavioral Health in Douglas County

Prioritizing Prevention

Community Health Plan

Behavioral Health Plank Goal

Build an integrated system of care that moves from crisis and illness as a norm to recovery and prevention as a practice.

Three Focus Areas:

- Prioritize Prevention*
- Promote Integration Across the System of Care*
- Improve Access to Care*

*Of people age 18-25 years old in the state of Kansas,
20.7% meet the criteria for alcohol dependence or
abuse.*

About 7.7% of Douglas County residents meet the criteria for being heavy drinkers.

*Suicide is the second leading cause of death for 18-44
year olds in Douglas County*

PREVENTION Strategies:

- *Develop a Comprehensive Strategic Plan
by Implementing SAMHSA's Strategic Prevention Framework (SPF)*
- *Provide MyStrength App for all Douglas County Residents*
- *Convene an Opioid Summit in Douglas County*
- *Implement Zero Suicide*

NEW INITIATIVES IN 2018

- Develop an Integrated Crisis Team at LMH
- Train and Certify a Cadre of 25 Peer Specialists
- Double Psychiatry Services at Heartland CHC and Bert Nash
- Support Capital Costs of a Crisis Stabilization Unit at LMH
- Remove Barriers for Men and the Uninsured to Access Regional Social Detox Services
- Pilot Nine Months of SUD Treatment for Eight Women at the Douglas County Jail



Sandra J Shaw Community Health Park

DOUGLAS COUNTY CRISIS CENTER

PADA

DROP-OFF

PICK-UP / DELIVERY

STAFF PARKING

VISITOR PARKING

VISITOR PARKING

DROP-OFF

127 TOTAL STALLS

FUTURE PARKING

W 2nd St.

W 2nd St

MAINE ST.

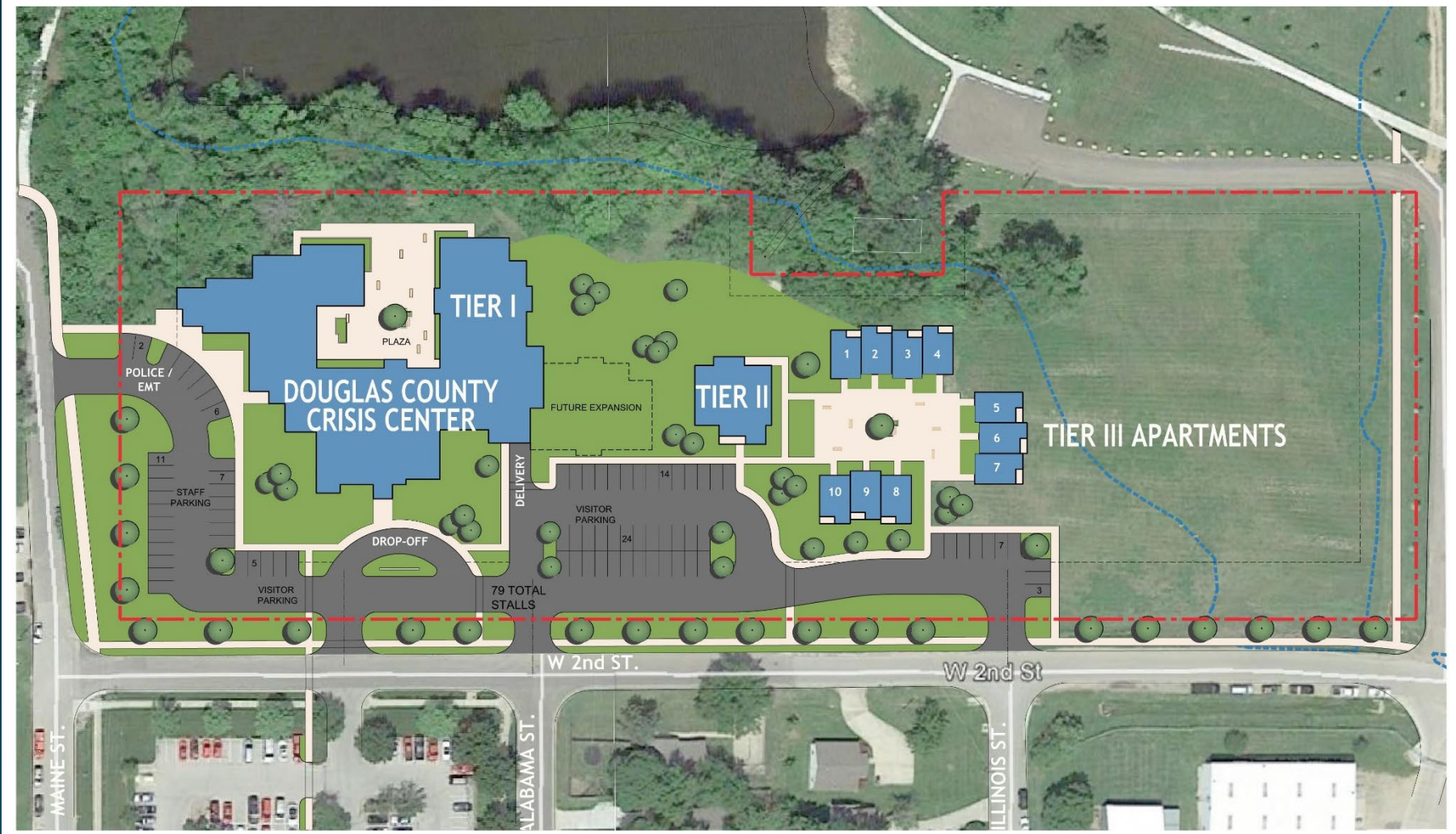
ALABAMA ST.

ILLINOIS ST.

BERT NASH



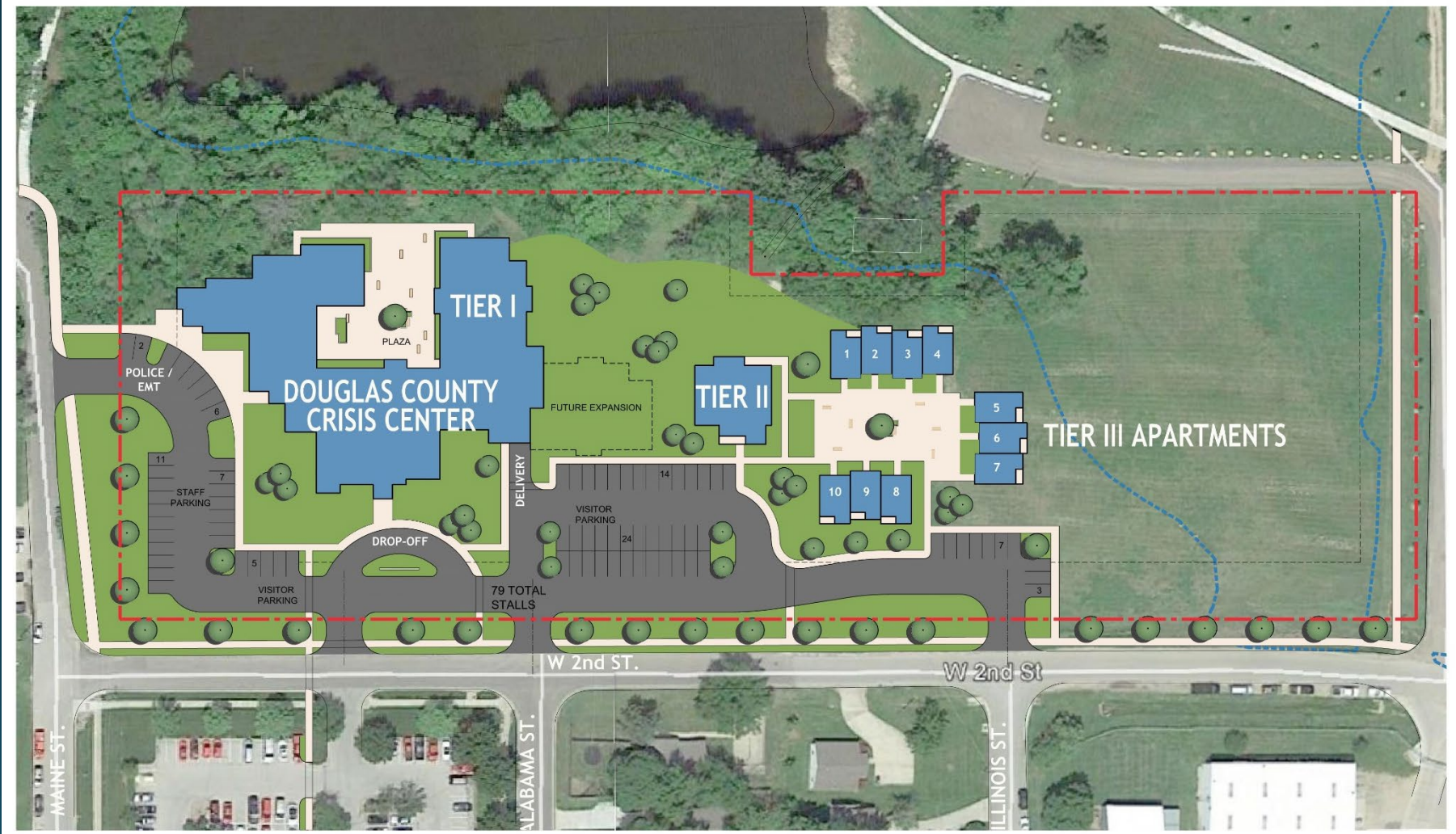
SITE PLAN

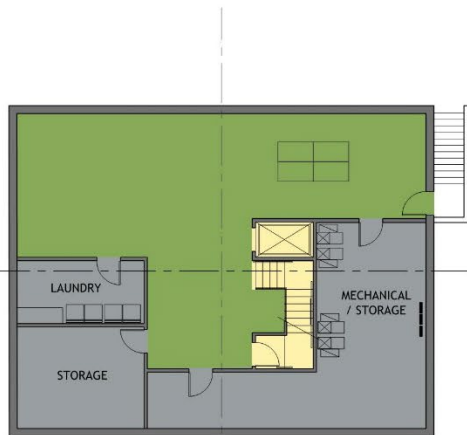


DEPARTMENT LEGEND

- ADMINISTRATION
- CIRCULATION
- DETOX
- INTAKE
- OBSERVATION
- PUBLIC
- SOBERING
- STABILIZATION
- STAFF
- SUPPORT
- THERAPY







BASEMENT



MAIN LEVEL



2nd LEVEL

LEGEND

- TWO PERSON BEDROOM
- ONE PERSON BEDROOM
- BUSINESS / OFFICE
- COMMUNITY / COMMONS
- CIRCULATION
- KITCHEN
- SUPPORT



*Focus on Intervention, Recovery,
AND Prevention*

INTERVENTION:

Integrated Crisis Team at LMH provides enhanced care and care coordination 24/7

Crisis Intervention Center

- 23 hour observation , 72 hour stabilization
- Sobering
- Medication Assisted Detox
- Longer term stays/respice care

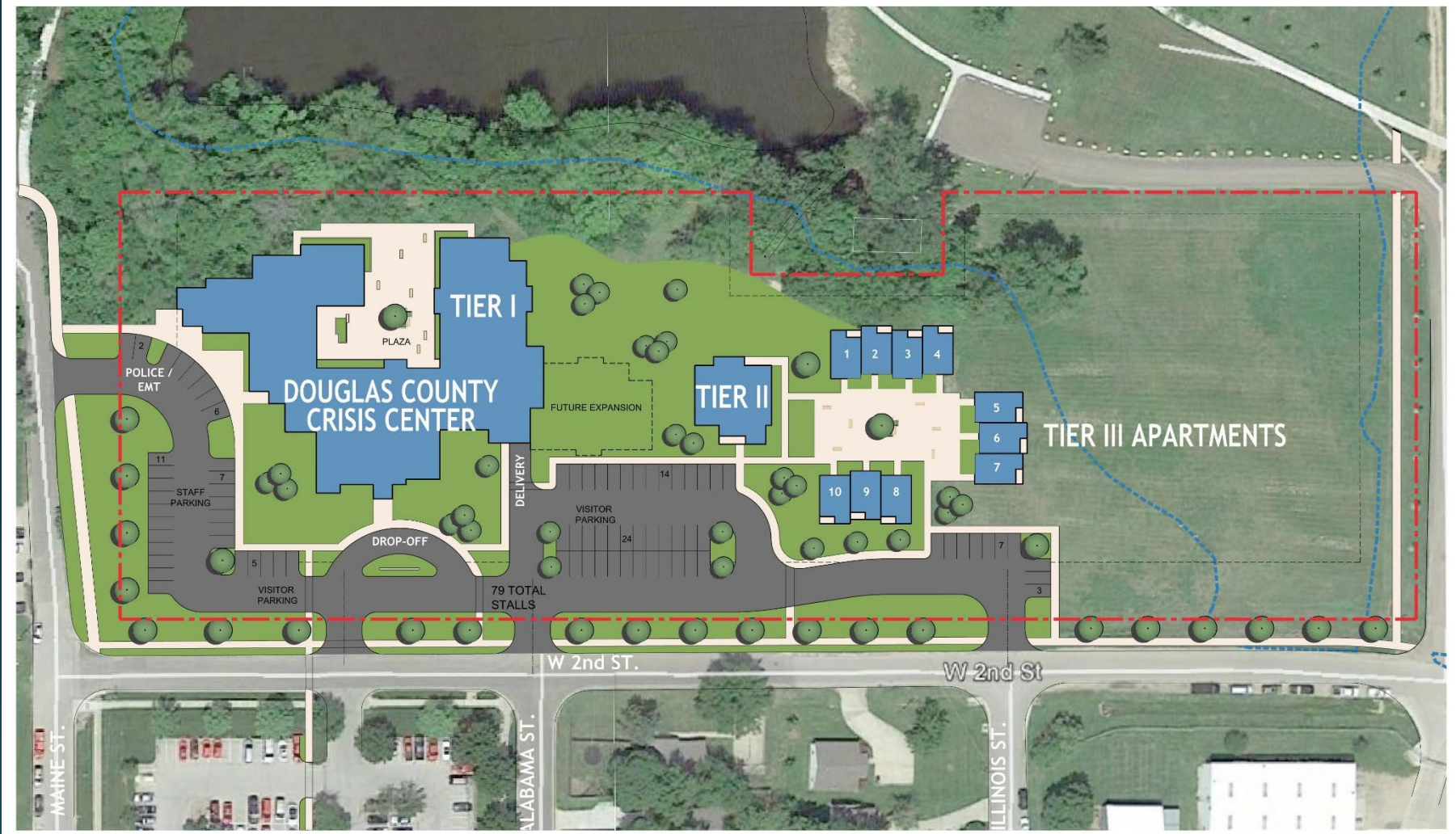
Single Integrated 24/7 Crisis Line & Expanded Mobile Response

Dedicated Community Crisis Beds for Youth

RECOVERY:

- **Provide Three Tiers of Supportive Housing**
- Free Access to **MyStrength** app for all Douglas County Residents
- Implement **MyResourceConnect** Data-Dr/Case Management System
- Develop an Integrated Peer Support Cadre
- Improve Access to Psychiatry and Outpatient Services

*Make Supportive Housing
A Priority*



Funding Framework for Supportive Housing

40% one-time county support for capital costs
20% county support for operating costs

Crisis Center

Annual Operating Cost Estimates (in today's dollars)

- 23 Hour Observation/Tier 1	Bert Nash	\$ 1,362,978.00
- Sobering	Heartland RADAC	\$ 530,103.00
- Detox	DCCCA	\$ 455,653.00
Medical Staffing	LMH	
	Heartland CHC	\$ 945,068.46
Administration/Operations		\$ 723,376.56
	Operating – Subtotal	\$ 4,017,179.02
	Net Revenue	\$ (746,287.00)
	Net Operating Expense	\$ 3,270,892.02

Mobile Response and 24/7 Crisis Line Initial Estimates

Mobile Response Team	\$570,970.63
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24/7 Crisis Line Partnership with Headquarters	\$ 179,029.37
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Subtotal	\$ 750,000.00
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Tier 2 Housing

Transitional Housing on the Intervention and Recovery Campus

Bert Nash Revenue	\$ (284,622.72)
Bert Nash Expense	\$ 701,878.90
Bert Nash Net Expense	\$ 417,256.18

Transitional Housing on DCCCA First Step Campus (year two)

DCCCA Revenue	\$ (90,379.60)
DCCCA Expense	\$ 270,497.44
DCCCA Net Expense	\$ 180,117.84

Maintenance at - both locations

LDCHA	\$ 80,000.00
Outside grants/matching funds	\$ (200,000.00)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of December, 2018, by and between the Board of County Commissioners of Douglas County, Kansas (the “County”), and Sarah Plinsky, a resident of Douglas County, Kansas (the “Employee”).

WHEREAS, the County desires to contract for services of the Employee as its County Administrator in an interim capacity, and desires to formalize such contractual relationship, all in accordance with the laws of the State of Kansas and as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such employment upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. The Recitals set forth above are incorporated herein by reference.

Section 2. Duties; Working Hours.

- a. The County shall employ the Employee as its County Administrator in an interim capacity to perform the functions and duties as its chief administrative officer with all of the authority and powers provided therefor under the laws of the State of Kansas and the Douglas County Code, and to perform such other legally permissible and proper functions and duties as the governing body of the County may from time to time assign. Employee acknowledges and agrees that this position will include responsibility for the duties and functions of the Assistant County Administrator position, as well, provided that Employee may delegate those duties and functions to other County officials or employees as reasonable and appropriate.
- b. Because the parties anticipate that the Employee will perform many of her official duties outside the normal working hours for other County employees, the Employee shall be permitted to take compensatory time off, at her discretion, during normal working hours.
- c. The Employee shall be in the exclusive employ of the County. Employee will devote her full professional time and attention to her duties as Interim County Administrator, and shall neither accept other employment nor become employed by any other employer while she is serving as the County’s Interim County Administrator.

Commented [A1]: Does this fit our practice at the County? Or is it more a function of being an exempt employee?

Section 3. Term.

- a. The term of this Agreement shall be for the period commencing on December 15, 2018, and shall continue until such time as the County employs a County Administrator on a contractual and non-interim (permanent) basis, unless this Agreement is terminated earlier by the County or the Employee in accordance with the terms hereof.
- b. Subject to the provisions of Section 4 hereof, nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the right of the Governing Body of the County to terminate the services of the Employee at any time or with the right of the Employee to resign from her position as Interim County Administrator of the County at any time.
- c. The parties acknowledge that the County intends to employ a permanent County Administrator. The Employee's obligation to serve as the Interim County Administrator, and to receive certain compensation and benefits for such interim position pursuant to this Agreement, shall terminate upon the starting date of the permanent County Administrator. Upon the starting date of the permanent County Administrator (unless the Employee is selected to the position of permanent County Administrator), the Employee shall be reinstated to the position of Assistant County Administrator, on at at-will basis in accordance with the Douglas County Personnel Policies, with all the compensation and benefits existing for that position at the time of the execution of this Agreement.

Section 4. Termination and Severance Pay.

- a. In the event that, notwithstanding the Employee's willingness to continue serving as the Interim County Administrator, the County terminates the employment of Employee in her capacity as its Interim County Administrator before the starting date of the permanent County Administrator (unless the Employee is selected to the position of permanent County Administrator), or if the Employee is permitted to declare a termination pursuant to Section 4c, below, the County shall pay to the Employee all contractual obligations remaining due under this Agreement through the date of termination, if any, and in addition thereto, shall pay as severance pay a lump sum cash payment equal to-six (6) months' salary, as provided in Section 5 hereof, together with all accrued vacation, and all other benefits available to County employees and shall, for a period of six (6) months following the effective date of such termination continue to underwrite the Employee's participation in the County's health care plan to the same extent as prevailed immediately prior to such termination (collectively, the "Severance Pay"). Provided, however, that if Employee is terminated after being convicted of any felony or any crime involving personal gain, or for fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure, then the County shall have no obligation to pay any such Severance Pay or any other compensation or benefits except and only to the extent such payment is required by applicable law.

- b. Except as otherwise agreed to by the parties, the Employee shall give the County six weeks' written notice of any voluntary resignation from employment hereunder. In the event of such voluntary resignation and subject to Section 4c below, the provisions of Section 4a above shall not apply and this Agreement shall expire on the effective date of such resignation.
- c. If at any time during the term of this Employment Agreement:
 - 1) A majority of the Governing Body votes to terminate Employee at a duly authorized-public meeting for any reason other than conviction of any felony and crime involving personal gain, or for dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure, when Employee is ready, willing, and able to perform the duties of County Administrator;
 - 2) If the County or Legislature acts to amend any provision of the State Statutes or County Code pertaining to the role, powers, duties, authority, and responsibilities of the office of County Administrator that substantially changes the role, powers, duties, authority, and responsibility of said position, Employee shall have the right to declare such amendments to constitute termination;
 - 3) If the County materially reduces the base salary, compensation, or other financial benefits applicable to Employee, unless such reduction applies in no greater percentage than the average reduction of all department heads and fulltime employees of the County, Employee shall have the right to declare that such reduction constitutes termination;
 - 4) If Employee is asked to resign in lieu of termination, whether formally or informally, by a commissioner as a representative of the majority of the Governing Body, if Employee is ready, willing, and able to perform the duties of County Administrator, then Employee may declare a termination as of the date of such resignation;
 - 5) If the County suspends Employee with or without pay for a period of ten (10) or more business days during any calendar year, when Employee is ready, willing, and able to perform the duties of County Administrator, then Employee shall have the right to declare that such suspension constitutes termination, unless such suspension occurs as the result of a criminal investigation of Employee or other internal investigation of allegations of fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure; or
 - 6) If the County materially breaches any provisions of this Agreement and has not remedied such breach within ten (10) business days of written

notice from Employee, then Employee may declare a termination as of the date of such notice;

The Employee may at her election deem her employment hereunder to have been terminated within the meaning of subsection “a” of this section, and, upon receipt of notice of such election, the County shall forthwith pay the Severance Pay as provided under such subsection “a.”

d. If the Employee is not selected as the permanent County Administrator, the Employee shall return to the position of Assistant County Administrator, on at at-will basis in accordance with the Douglas County Personnel Policies, upon the start date of the permanent County Administrator at the same compensation and benefits as she received at the time of the execution of this Agreement. If the permanent County Administrator during the first one (1) year of the permanent County Administrator’s tenure takes employment action against the Employee to terminate her, require her resignation in lieu of termination, substantively reassign her duties from that of Assistant County Administrator, or materially reduce the Employee’s compensation and benefits from that existing for the Assistant County Administrator position on the date of execution of this Agreement, then the County shall have the obligation to pay Severance Pay as defined in subsection “a.” Provided, that should the Employee be terminated after being convicted of any felony or any crime involving personal gain, or for having engaged in fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure, the County shall have no obligation to pay any such Severance Pay.

Section 5. Salary.

During such time as the Employee is serving as the Interim County Administrator, the County shall pay to Employee as compensation for her services hereunder an annual base salary of \$169,416.00, payable in installments at such intervals as other County employees are paid.

Section 6. Leaves and Other Benefits.

- a. The Employee shall have credited to her personal account, at the same rate or rates applicable to such other employees, all leaves afforded to management employees of the County.
- b. Group insurance, life insurance, and all other benefits provided to other employees of the County shall be made available to the Employee on like terms and conditions.

Section 7. Professional Development.

- a. The County shall budget for and pay the professional dues and subscriptions incurred by the Employee for her participation in such national, regional, state and

local associations or organizations as she deems necessary or desirable for her continued professional group and advancement and for the good of the County; provided, that with respect to local associations and organizations, the County's obligation shall be for payment for one civic club of Employee's choice.

- b. The County shall budget for and pay the reasonable travel, registration and subsistence expenses incurred by the Employee in the course of her attendance at or participation in such meetings, conferences, or other function as she deems necessary to adequately discharge official and ceremonial functions on behalf of the County, including but not limited to the annual conferences or conventions of the International City Management Association, the National Association of Counties, the Kansas City/County Managers Association and any such national, regional, state, and local groups and committee thereof upon which the Employee serves as a member.
- c. The County shall budget and pay for travel and subsistence expenses incurred by the Employee for short courses, seminars, and institutes which she deems necessary for her professional development and for the good of the County.

Section 8. Other Terms and Conditions of Employment.

- a. In addition to benefits specifically enumerated in this Agreement, all provisions of the County Code and other rules and regulations of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Employee in the same way as to other management employees of the County.
- b. The County, in consultation with the Employee, may fix any such other terms and conditions of employment relating to the performance of the Employee as it deems appropriate from time to time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this Agreement, the County code or any other law or regulation. No such additional terms or conditions shall be effective unless first reduced to writing and mutually agreed to and signed by the Employee and the County.

Section 9. Risk Allocation.

The parties acknowledge the applicability of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. (the "KTCA"), to the Employee. The Employee shall be afforded all of the rights and protections afforded public employees generally pursuant to the KTCA, including but not limited to those rights and protections relating to alleged violations of state or federal civil rights laws. The Employee may be afforded such additional rights and protections with respect to civil actions to which she is made a party, as the County may from time and time deem appropriate.

Section 10. Performance Evaluation.

The Governing Body of the County shall provide such review and consultation with the Employee as it determines necessary to ensure adequate communication and direction on performance of the Employee.

Section 11. Bond.

The County shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 12. Advice of Counsel; Knowing and Voluntary Agreement.

The parties acknowledge and agree that they have read, and that they comprehend and understand, this Agreement and each and every term and condition hereof. Employee has been advised that she has the right to consult with independent counsel of her choosing, and acknowledges and agrees that she has had the opportunity to do so prior to executing this Agreement. Employee further acknowledges and agrees that she is entering into this Agreement knowingly and voluntarily and with the full intent and desire to be bound by the terms hereof.

Section 13. General Provisions.

- a. This Agreement sets forth shall the entire agreement between the parties with respect to the subject matter hereof. All previous understandings, discussions, negotiations or agreements by and between the parties are superseded and of no force or effect.
- b. No party is relying on any promise or representation not expressly set forth in this Agreement.
- c. This Agreement cannot be changed, modified, or amended in any manner except in writing, signed by both of the parties.
- d. Failure of any party to enforce a right or obligation created by this agreement shall not constitute a waiver or bar any subsequent enforcement of rights or obligations created by this Agreement.
- e. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this Agreement without first obtaining the express written consent of the other.
- f. Should any provision of this Agreement or any portion thereof, be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed as severable, shall not be affected and shall remain in full force and effect.
- g. This Agreement is governed by Kansas law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Board of County Commissioners
Douglas County, Kansas

By: _____
Nancy Thellman, Chairperson

ATTEST:

Jamie Shew, County Clerk

EMPLOYEE

Sarah Plinsky