

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

ADDRESSING THE COMMISSION: Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item.

Individuals are asked to come to the microphone, sign in, and state their name. We ask that you sign in so that we can get the spelling of your name correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, FEBRUARY 20, 2019

4:00 p.m.

-Consider approval of the minutes for February 6 and February 13, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval a County Resolution granting a cereal malt beverage license to The Clinton Store located at 598 N 1190 Road. (Clerk's Office)
- (c) Consider approval a County Resolution granting a cereal malt beverage license to The Poor Farm Restaurant located at 598 N 1190 Road. (Clerk's Office)
- (d) Consider awarding construction contract for bridge deck rehabilitation, Bridge Nos. 17-27N-10.00E and 17.30N-10.81E for Project No. 2019-70 (Keith Browning);
- (e) Consider awarding construction contract for bridge superstructure painting, Bridge Nos. 02.00N-14.80E and 03.06N-10.00E for Project No. 2018-52. (Keith Browning);
- (f) Adopt resolution to waive GAAP requirements for K.S.A. 75-1120a(a) for FY2019 (Brooke Sauer); and
- (g) Accounts Payable

REGULAR AGENDA

- (2) Approve an increase to the Douglas County District Court Budget for a Programmer/Analyst position. (Linda Koester-Vogelsang);
- (3) Hold a public hearing to consider using the construction manager at risk project delivery method for the Douglas County Correctional Facility expansion.
- (4) Hold a public hearing to consider using the construction manager at risk project delivery method for the Tier 2 and Tier 3 Behavioral health housing projects.
- (5) Approve an Addendum to Standard Form of Agreement between owner and architect with the Treanor HL for the Tier II and Tier III Housing Projects at the Douglas County Recovery Campus (Jill Jolicoeur)
- (6) Discuss open space issues. (Helen Schnoes)
- (7) Appointments:
 - Board of Zoning Appeals (1) position open 12/31/18
 - Building Code of Appeals Board (1) position open 12/16 (plumber)
 - Community Corrections Advisory Board (2) positions open (General/Social Services)
 - Criminal Justice Coordinating Council (1) position (District 1 Commissioner Appointee)
 - Douglas County Fair Board (1) position: Kanwaka
 - Douglas County Senior Resource Center Board of Directors: (2) positions
 - Fire District No. 1: (2) positions
 - Fire District No. 4: (1) position
 - Food Policy Council (9) positions with restructure of council
 - JAAA Advisory Council (2) positions
 - JAAA Board of Directors (2) positions
 - Heritage Conservation Council: (1) position (Architect)
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
 - Lawrence-Douglas County Health Board: (1) position
- (8) General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.

(9) Committee Reports

(10) Commissioner and/or Administrator Miscellaneous

RECESS

RECONVENE

6:00 p.m.

(11) Douglas County Correctional Facility (DCCF) expansion update. (Sarah Plinsky/Gary Bunting)

(12) Adjourn

WEDNESDAY, FEBRUARY 27, 2019

WEDNESDAY, MARCH 6, 2019

4:00 p.m. – WORK SESSION

-Behavioral Health Peer Fellows Project

5:30p.m. - MEETING

SP-19-00011: Site plan for minor changes to plans approved with Conditional Use Permit, CUP-15-00613, for Calcio Village an *Athletic Field* complex for youth soccer on approximately 80 acres, located at the intersection of E. 1750 Road and N. 1300 Road. Submitted by Jambars Futbol Club Inc./Calcio Village, LLC, on behalf of John Pendleton for Lorita H. Pendleton, Trustee, property owner of record. (Mary Miller is the Planner)

SP-18-00583: Site plan for construction of a 19,200 square foot *School* with gymnasium and classrooms and associated parking, on approximately 8.49 acres located southeast of the intersection of N. 968 Road and County Route 1045/E. 1296 Road. Submitted by Blue Mountain Capital Inc. for Veritas Christian School Society, property owner of record. (Mary Miller is the Planner)

WEDNESDAY, MARCH 13, 2019

WEDNESDAY, MARCH 20, 2019

4:00 p.m. - WORK SESSION

-2020 Budget Preparations

5:30 p.m. - MEETING

-Agritourism Tier 1 application for Winter Schoolhouse (Tonya Voigt)
-TBU for a temporary asphalt plant for Bettis Asphalt (Tonya Voigt)

WEDNESDAY, MARCH 27, 2019

4:00 p.m. - WORK SESSION

-Private Road/Cross Access Easement Discussion

WEDNESDAY, APRIL 3, 2019

-Proclamation for "National Service Recognition Day" (Linda Brandenburger)

WEDNESDAY, OCTOBER 2, 2019- cancelled

***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.*

RESOLUTION _____

WHEREAS, on the **20th Day February 2019**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **The Clinton Store** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **The Clinton Store** is qualified under the law to sell cereal malt beverages not for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **The Clinton Store** granted a license to sell cereal malt beverage not for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2019 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **The Clinton Store**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

598 N 1190 Rd, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2019 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 20th Day of February, 2019

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the **20th day of February 2019**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Poor Farm Restaurant** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Poor Farm Restaurant** is qualified under the law to sell cereal malt beverages for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Poor Farm Restaurant** granted a license to sell cereal malt beverage for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2019 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **POOR FARM RESTAURANT**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**598 N 1190 RD, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

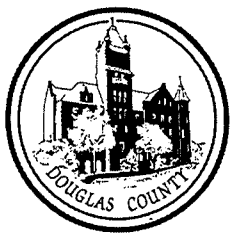
**This License will expire 12:00 midnight December 31, 2019 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

Done by the Board of County Commissioners of Douglas County, Kansas

This 20th Day of February, 2019

Attest: _____
County Clerk

Chairman



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *[Signature]*

Date : February 14, 2019

Re : Consider awarding construction contract for bridge deck rehabilitation
Bridge Nos. 17.27N-10.00E and 17.30N-10.81E
Project No. 2019-70

Bids were opened February 13 for deck rehabilitation work on the referenced two bridges (see attached bid tab). The deck rehabilitation work includes patching and overlaying both bridge decks. Three contractors submitted bids as follows:

<u>Bidder</u>	<u>Total Bid</u>
Comanche Construction	\$166,930.86
PCI Roads	\$172,829.00
Bettis Asphalt	\$174,414.00
<i>Engineer's Estimate</i>	<i>\$186,159.00</i>

The approved CIP includes \$175,000 for this work.

We plan for construction to commence in early- to mid-March and be completed by July. Each bridge will be closed to all traffic during the work, but only one bridge will be closed at any one time.

The bid assumes a total 145 square yards of concrete bridge deck will require patching. However, if additional patching is required the final construction cost will exceed the bid amount accordingly. Due to this uncertainty, we request authorization for the Public Works Director to approve change orders up to 10% of the total contract cost.

Action Required: Consent Agenda approval of construction contract with the low bidder, Comanche Construction, in the total bid amount of \$166,930.86 for Project No. 2019-70, bridge deck rehabilitation for Bridges No. 17.27N-10.00E and 17.30N-10.81E, and authorize Public Works Director to approve change orders totaling up to 10% of the contract cost.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2019-70/BID NO. 19-F-0003
DESCRIPTION: BRIDGE DECK MILL, PATCH, AND OVERLAY 17.27N-10.00E & 17.30N-10.81E
BID TABULATION
February 13, 2019

Bridge 17.27N-10.00E				ENGINEER'S ESTIMATE		Comanche Construction Inc		PCI Roads LLC		Bettis Asphalt	
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$15,000.00	\$15,000.00	\$10,200.00	\$10,200.00	\$17,426.00	\$17,426.00	\$16,000.00	\$16,000.00
2	Machine Preparation(1")	S.Y.	375	\$25.00	\$9,375.00	\$25.50	\$9,562.50	\$6.00	\$2,250.00	\$20.00	\$7,500.00
3	Area Prepared for Patching	S.Y.	60	\$300.00	\$18,000.00	\$295.00	\$17,700.00	\$290.00	\$17,400.00	\$240.00	\$14,400.00
4	Area Prepared for Patching (Full Depth)	S.Y.	10	\$350.00	\$3,500.00	\$368.75	\$3,687.50	\$362.50	\$3,625.00	\$300.00	\$3,000.00
5	Portland Cement Concrete Overlay	C.Y.	375	\$100.00	\$37,500.00	\$99.00	\$37,125.00	\$112.50	\$42,187.50	\$112.00	\$42,000.00
6	Material for Portland Cement Concrete Overlay (Set)	C.Y.	1	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
7	Reinforcing Steel (Gr.60) (Repair) (Set)	LBS	1	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
8	Traffic Control	L.S.	1	\$5,000.00	\$5,000.00	\$2,115.00	\$2,115.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
SUB TOTAL					\$88,552.00		\$80,567.00		\$85,065.50		\$85,077.00

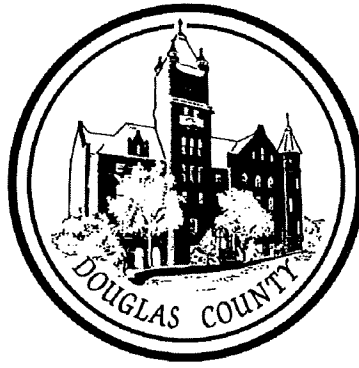
Bridge 17.30N-10.81E				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$20,000.00	\$20,000.00	\$11,400.00	\$11,400.00	\$18,426.00	\$18,426.00	\$20,000.00	\$20,000.00
2	Machine Preparation (1")	S.Y.	310	\$25.00	\$7,750.00	\$22.65	\$7,021.50	\$6.00	\$1,860.00	\$20.00	\$6,200.00
3	Area Prepared for Patching	S.Y.	70	\$300.00	\$21,000.00	\$295.00	\$20,650.00	\$290.00	\$20,300.00	\$240.00	\$16,800.00
4	Area Prepared for Patching (Full Depth)	S.Y.	5	\$350.00	\$1,750.00	\$368.75	\$1,843.75	\$362.50	\$1,812.50	\$300.00	\$1,500.00
5	Portland Cement Concrete Overlay	C.Y.	310	\$100.00	\$31,000.00	\$99.00	\$30,690.00	\$115.00	\$35,650.00	\$112.00	\$34,720.00
6	Material for Portland Cement Concrete Overlay (Set)	C.Y.	1	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
7	Reinforcing Steel (Gr. 60) (Repair) (Set)	LBS	1	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
8	Milling	S.Y.	268	\$10.00	\$2,680.00	\$12.17	\$3,261.56	\$3.50	\$938.00	\$5.00	\$1,340.00
9	HMA-Commercial Grade (Class A) (Surface)	TON	30	\$175.00	\$5,250.00	\$190.64	\$5,719.20	\$135.00	\$4,050.00	\$135.00	\$4,050.00
10	HMA-Commercial Grade (Class A) (Patching)	TON	15	\$200.00	\$3,000.00	\$232.39	\$3,485.85	\$170.00	\$2,550.00	\$170.00	\$2,550.00
11	Traffic Control	L.S.	1	\$5,000.00	\$5,000.00	\$2,115.00	\$2,115.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
SUB TOTAL					\$97,607.00		\$86,363.86		\$87,763.50		\$89,337.00
TOTAL BID -					\$186,159.00		\$166,930.86		\$172,829.00		\$174,414.00

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk

Date



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2019-70

BRIDGE DECK MILL, PATCH, AND OVERLAY
BRIDGE 17.27N-10.00E
BRIDGE 17.30N-10.81E

BID # 19-F-0003

Douglas County Commissioners

Michelle Derusseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Approved By:

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

Date: 1/24/2019

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003

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

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Wednesday, February 13, 2019, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2019-70 consists of Machine Preparation (1"), Concrete Deck Patching, Portland Cement Concrete Overlay, Asphalt Approach Milling, HMA-Commercial Grade (Class A) Surface, HMA-Commercial Grade (Class A) Patching, Bridge Deck Redwood Header Boards, and Traffic Control.

Bridges 17.27N-10.00E and 17.30N-10.81E are located 3 miles northwest of Lawrence, KS.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2019-70", 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.

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: 1/24/2019

Publication Date: Friday, January 25, 2019
Saturday, February 9, 2019

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained by Demand Star or Drexel Technologies.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2019-70" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003

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 the Office of the Director of Public Works of Douglas County, 3755 E. 25th Street, Lawrence, Kansas 66046. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

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

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

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

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at Drexel Technologies at www.drexeltech.com or Demand Star at www.demandstar.com and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2019-70", 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, KANSAS
PROJECT NO.2019-70
BID # 19-F-0003
PROPOSAL

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

1. Proposal of Comanche Const., Inc. for the performance of "Douglas County Project No. 2019-70", 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. The earliest anticipated date for the "Notice to Proceed" is March 4, 2019. The latest anticipated date for the "Notice to Proceed" is March 25, 2019.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

Comanche Const., Inc.
Name of Organization

By:

Pauling [Signature]
President

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003 SCHEDULE OF PRICES
BRIDGE 17.27N-10.00E

<u>LINE ITEM NO.</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	\$ 10,200.00	\$ 10,200.00
2	MACHINE PREPARATION (1")	S.Y.	375	\$ 25.50	\$ 9,562.50
3	AREA PREPARED FOR PATCHING	S.Y.	60	\$ 295.00	\$ 17,700.00
4	AREA PREPARED FOR PATCHING (FULL DEPTH)	S.Y.	10	\$ 368.75	\$ 3,687.50
5	PORTLAND CEMENT CONCRETE OVERLAY	C.Y.	375	\$ 99.00	\$ 37,125.00
6	MATERIAL FOR PORTALND CEMENT CONCRETE OVERLAY (SET PRICE)	C.Y.	1	\$ 175.00	\$175.00
7	REINFORCING STEEL (GR. 60) (REPAIR) (SET PRICE)	LBS.	1	\$ 2.00	\$2.00
8	TRAFFIC CONTROL	L.S.	1	\$ 2,115.00	\$ 2,115.00

SUBTOTAL BID \$ 80,567.00

Comanche Construction, Inc.


Barclay Hornung

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003 SCHEDULE OF PRICES
BRIDGE 17.30N-10.81E

<u>LINE ITEM NO</u>	<u>ROAD ITEMS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	MOBILIZATION	L.S.	1	\$ 11,400.00	\$ 11,400.00
2	MACHINE PREPARATION (1")	S.Y.	310	\$ 22.65	\$ 7,021.50
3	AREA PREPARED FOR PATCHING	S.Y.	70	\$ 295.00	\$ 20,650.00
4	AREA PREPARED FOR PATCHING (FULL DEPTH)	S.Y.	5	\$ 368.75	\$ 1,843.75
5	PORTLAND CEMENT CONCRETE OVERLAY	C.Y.	310	\$ 99.00	\$ 30,690.00
6	MATERIAL FOR PORTLAND CEMENT CONCRETE OVERLAY (SET PRICE)	C.Y.	1	\$ 175.00	\$ 175.00
7	REINFORCING STEEL (GR. 60) (REPAIR) (SET PRICE)	LBS.	1	\$ 2.00	\$ 2.00
8	MILLING	S.Y.	268	\$ 12.17	\$ 3,261.56
9	HMA-COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	30	\$ 190.64	\$ 5,719.20
10	HMA-COMMERCIAL GRADE (CLASS A) (PATCHING)	TON	15	\$ 232.39	\$ 3,485.85
11	TRAFFIC CONTROL	L.S.	1	\$ 2,115.00	\$ 2,115.00

NOTE: Bidder shall extend all items and total bid.

SUBTOTAL E \$ 86,363.86

GRAND TOTAL BID \$ 166,930.86

CONTRACTOR Comanche Construction, Inc.




Barclay Hornung



DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003

CONTRACT

THIS CONTRACT, made and entered into this 20th day of February, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Comanche 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. 2019-70
BID # 19-F-0003

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

By: _____

Date

Title of Signature

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2019-70
BID # 19-F-0003

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2019-70

BID # 19-F-0003

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2019-70 consists of Machine Preparation (1"), Concrete Deck Patching, Portland Cement Concrete Overlay, Asphalt Approach Milling, HMA-Commercial Grade (Class A) Surface, HMA-Commercial Grade (Class A) Patching, Bridge Deck Redwood Header Boards, and Traffic Control.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	COVER SHEET
2	GENERAL NOTES & QUANTITIES
3	CONSTRUCTION LAYOUT – 17.27N-10.00E
4	DELAMINATION MAP – 17.27N-10.00E
5	BRIDGE DECK PATCHING AND OVERLAY DETAILS – 17.27N-10.00E
6	CONSTRUCTION LAYOUT – 17.30N-10.81E
7	DELAMINATION MAP – 17.30N-10.81E
8	BRIDGE DECK PATCHING AND OVERLAY DETAILS – 17.30N-10.81E
9-10	TRAFFIC CONTROL 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, Specified Calendar Completion Date, and Liquidated Damages:

1. The early Notice to Proceed "NTP" will be issued on March 4, 2019. The late Notice to Proceed "NTP" will be issued on March 25, 2019.
2. Bridge 17.27N-10.00E shall be completed first. Both bridges will not be permitted to be closed to traffic at the same time.
3. Upon receipt of the "NTP" the contractor shall have all work completed and both bridges opened to traffic as defined in Section 108.5 in **Sixty-Five (65) Working Days**.
4. Cleanup Time: No clean-up time will be permitted in this contract.
5. Liquidated damages shall be as shown in Table 108-1(A) 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.

$$s = 20\% \text{ of the specified 28-day compressive strength } (f'_c)$$

$$k = 1$$

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 f'_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 k Ω -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 $\frac{1}{2}$ part masonry cement, $\frac{1}{2}$ 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 ≤ T	1	None
75 ≤ 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 kΩ-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 kΩ-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.

SECTION 717**BRIDGE OVERLAYS****717.1 DESCRIPTION**

Construct the portland cement concrete overlay as shown on the Contract Documents.

When Bridge Deck Grooving is a bid item in the contract, perform the grooving as shown in the Contract Documents.

BID ITEMS

Portland Cement Concrete Overlay (*)
 Material for Portland Cement Concrete Overlay (Set Price)
 Bridge Deck Redwood Header Board
 Bridge Deck Grooving
 * Thickness

UNITS

Square Yard
 Cubic Yard
 Each
 Square Yard

717.2 MATERIALS

Provide materials that comply with the applicable requirements.

Grade 4.0 (AE) Concrete⁺ **SECTIONS 401 & 402**
 Aggregate for Concrete Not On Grade **DIVISION 1102**
 Precure/Finishing Aid Material⁺⁺ **DIVISION 1400**
 Concrete Curing Materials **DIVISION 1400**
 Concrete Masonry Coating **DIVISION 1700**

⁺Use concrete that meets requirements for low permeability concrete (LPC) as specified in **DIVISION 400**.

⁺⁺When silica fume is used as an SCM, the use of Precure/Finish Aid may be used according to the manufacturer's instructions.

For overlays use Supplemental Cementitious Materials at allowable substitution rates as listed in **TABLE 401-2**.

717.3 CONSTRUCTION REQUIREMENTS

a. Equipment. Use a finishing machine consisting of a mechanical strike-off capable of providing a uniform thickness of concrete slightly above finish grade in front of an oscillating screed or screeds. The finishing machine will be inspected and approved by the Engineer before work is started on each project.

Use a minimum of 1 oscillating screed capable of consolidating the concrete by vibration to 100% of the vibrated unit weight with the following features:

- Install identical vibrators so a minimum of 1 vibrator is provided for each 5 feet of screed length;
- Bottom face a minimum of 5 inches wide with a turned up or rounded leading edge;
- Effective weight a minimum of 75 pounds for each square foot bottom face area;
- Positive control of vertical position, the angle of tilt and the shape of the crown;
- Design together with appurtenant equipment to obtain positive machine screeding of the plastic concrete as close as practical to the face of the existing curb line;
- Length sufficient to uniformly strike-off and consolidate the width of the lane to be paved;
- Forward and reverse motion under positive control;
- Supporting rails which are fully adjustable (not shimmed) to obtain the correct profile, unless otherwise approved by the Engineer. Provide supports which are sufficiently rigid and do not deflect under the weight of the machine. Anchor the supporting rails to provide horizontal and vertical stability; and
- Equip to travel on the completed lane when placing concrete in a lane abutting a previously completed lane.

Manufacturer's specifications or certification may be used as verification of the oscillating screed requirements.

A drum roller equipped to perform all functions outlined for the oscillating screed above, may be used for finishing the overlay concrete in lieu of an oscillating screed. Equip the drum roller to vibrate by either a factory or field adaptation. The drum roller must be able to compact the concrete to a minimum of 100% of the consolidated unit weight.

Provide an overall combination of labor and equipment with the capability for proportioning, mixing, placing and finishing new concrete at the following minimum rates shown in **TABLE 717-1**.

TABLE 717-1: PORTLAND CEMENT CONCRETE OVERLAY PRODUCTION REQUIREMENTS	
Total Placed Surface Area per Bridge (Square Yards)	Minimum Cubic Yards per Hour
0-328	1.0
329-492	1.5
493-656	2.0
Over 656	2.5

b. Preparation of Surface. Prior to placement of concrete, sand or shot blast the surface followed by an air blast to the bottom 3 inches of hubguard, and edges against which concrete is to be placed to remove all dirt, oil, pavement marking and other foreign material, as well as any unsound concrete, laitance and curing material from the surface. Wet sand blasting may be used only with approval of the Engineer. It is desired that the surface be roughened by the sand or shot blast to provide satisfactory bond with the surfacing concrete. Protect metal deck drains and areas of the curb or railing above the proposed surface from the sand or shot blast.

Check the finish machine clearance above the prepared surface before concrete is placed to obtain the thickness specified in the Contract Documents.

A minimum of 2 hours before the placing of the concrete overlay, use clean water to thoroughly wet any concrete surfaces to which the concrete is to bond against. Blow or broom away all free water immediately ahead of the placing operation. Bonding surfaces should be maintained in a damp condition with no free water.

c. Placing Concrete. Place and fasten the screed rails in position to obtain finished concrete at the required profile. Place the supporting rails upon which the finishing machine travels outside the area to be concreted. A hold-down device shot into concrete is prohibited, unless the concrete is to be subsequently overlaid. Hold-down devices of other types leaving holes in exposed areas will be approved provided the holes remaining are grouted full. Methods for anchoring and supporting the rails and the concrete placing procedure require approval by the Engineer.

Locate longitudinal joints along lane lines, or as approved by the Engineer. Keep the joints clear of wheel paths as much as practical.

Placing of the overlay is prohibited when conditions on the bridge deck are such that the evaporation rate is estimated to equal or exceed 0.2 pounds per square foot per hour, or is predicted to exceed that rate during the course of the placement, unless corrective measures listed in **subsection 710.3b**, are taken to reduce the evaporation rate to below 0.2 pounds per square foot per hour.

Fogging may be necessary during placement of the overlay. Accomplish fogging according to **subsection 710.3b**.

The evaporation rate will be rechecked with the measures in place, using the procedures outlined above.

The elapsed time between depositing the concrete on the deck and final screeding may not exceed 15 minutes, unless otherwise authorized by the Engineer.

Manipulate and mechanically consolidate new concrete to a minimum of 98% of the consolidated unit weight and screed to final grade. In irregular areas or along the curb where the finishing screed does not reach, hand tamp with a 6-inch by 6-inch metal plate device to assist in consolidation and bonding of the concrete. When concrete for partial depth patches is placed with the overlay, apply additional vibration or hand tamping in the patch areas to assist in consolidation and bonding of the concrete.

d. Finishing. Strike off overlays with a self-propelled finishing machine. The screed on the finish machine must be self-oscillating, and operate or finish from a position either on the skew or transverse to the bridge roadway centerline.

On overlays skewed greater than 10°, operate the finishing machine on the same skew as the bridge, unless approved otherwise by the State Bridge Office.

Irregular sections may be finished by other methods approved by the Engineer. Float and straightedge the wearing surface so the finished surface is at the cross-section shown in the Contract Documents. Do not add water to the surface of concrete, unless approved by the Engineer, and when approved apply as a fog spray.

Secure a smooth riding bridge deck, correcting surface variations exceeding 1/8 inch in 10 feet by use of an approved profiling device, or other method approved by the Engineer.

For decks without the bid item Bridge Deck Grooving, finish the deck with the rough burlap drag then hand tine 90° to centerline of the bridge deck or as stated in the plans.

For decks with the bid item Bridge Deck Grooving, see **subsection 710.3f**, for grooving requirements.

e. Curing and Protection. Cure and protect according to **subsection 710.3e**.

f. Weather Limitations. See **SECTION 401**. Also, discontinue concreting operations when a descending air temperature in the shade and away from artificial heat falls below 45°F except with written approval from the Engineer. Do not start or resume operations until an ascending air temperature reaches 40°F, or if night time temperatures are expected to fall below 35°F.

g. Limitations of Operations. When a new deck is involved, do not commence work on the wearing surface until the lower course meets the time requirements of **SECTION 710**, unless specified otherwise.

Do not place concrete adjacent to a surface course, less than 36 hours old. This restriction does not apply to a continuation of placement in a lane or strip beyond a transverse joint in the same lane or strip.

In areas where there is no traffic, preparation of the area may be started in a lane or strip adjacent to newly placed surface the day following its placement. If this work is started before the end of the required curing period, restrict the work as follows:

- Sawing or other operations may interfere with the curing process in the immediate work area for the minimum practical time only;
- Resume the curing promptly upon completion of the work;
- Keep the exposed areas damp until such time as curing media is replaced; and
- Do not use power driven tools heavier than a 15-pound chipping hammer.

h. Construction Joints. Make construction joints (either longitudinal or transverse) by placing and finishing the overlay approximately 6 inches beyond the desired location of the construction joint. After the overlay is cured, make a vertical saw cut at the location of the construction joint and chip away the excess overlay.

i. Sealing Vertical Faces of the Overlay. Seal all construction joints and vertical faces (such as the edge at the curb line) of the overlay. Sand or shot blast the construction joints and vertical faces, and apply a concrete masonry coating to the cleaned vertical surfaces according to **SECTION 726**. This work is subsidiary to the overlay.

j. Correction of Unbonded Areas. If during construction of the project, newly overlain areas are discovered to be unbonded by tapping or chaining, outline the concrete from such areas by sawing, remove it with small air tools (15-pound maximum) and replace it at no additional compensation.

ADD THE FOLLOWING:

k. Bridge Deck Redwood Header Board. After the forms are removed, excavate the surfacing material next to each EWS and install a header board having dimensions of not less than 2 5/8 inches by 7 1/2 inches. The boards shall be anchored securely to the end of the deck in a manner to protect the edge of the wearing surface from damage. The header board shall extend the full width of the wearing surface, but may be in sections of one section for each lane of traffic. Three (3) anchor bolts shall be drilled and epoxied in the end of the span for each traffic lane in a manner that will hold the header board securely. The header board shall be shaped to conform to the crown of the bridge surface and shall be installed flush with the concrete. Excavation, furnishing, and installing of the header board shall be considered subsidiary work pertaining to other items of the Contract and will not be paid for directly.

717.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The Engineer will measure portland cement concrete overlay by the square yard.

The Engineer will measure material for portland cement concrete overlay by the cubic yard according to the following:

(1) When approved by Douglas County on repair of existing bridges, this pay item will be used to compensate the Contractor for the additional overlay material that will be required to fill the areas greater than the thickness of overlay shown in the Contract Documents. The Contractor is responsible for maintaining adequate quality control of the demolition process to minimize deviations from the plan grades.

(2) The Engineer will keep a running account of the volume of overlay material that is produced and delivered to the deck. When approved, the Contractor will be paid, at the set price per cubic yard, for all overlay material in excess of 110% of the theoretical volume to cover the deck area with the thickness of overlay shown in the Contract Documents.

The Engineer will not pay for directly the "Bridge Deck Redwood Header Board". All work necessary to excavate, furnish, and install the header board shall be subsidiary to other items.

When shown as a bid item in the contract, the Engineer will measure for payment bridge deck grooving by the square yard.

Payment for "Portland Cement Concrete Overlay" and "Bridge Deck Grooving" at the contract unit price and "Material for Portland Cement Concrete Overlay (Set Price)" at the contract set unit price (when approved by the District Engineer) is full compensation for the specified work.

SECTION 731

**AREA PREPARED FOR PATCHING
(EXISTING CONCRETE BRIDGE DECKS)**

731.1 DESCRIPTION

Perform all work necessary to remove all asphalt material and unsound concrete from the existing bridge or the designated area to the depth specified in the Contract Documents, or as designated by the Engineer.

BID ITEMS

Area Prepared for Patching
 Area Prepared for Patching (Full Depth)
 Area Prepared for Patching (Poured with Overlay)
 Area Prepared for Patching (Set Price)
 Area Prepared for Patching (Full Depth) (Set Price)

UNITS

Square Yard
 Square Yard
 Square Yard
 Square Yard
 Square Yard

731.2 MATERIALS

Provide materials that comply with the applicable requirements.

Concrete	SECTIONS 401 & 402
Aggregates for Concrete Not On Grade	SECTION 1102
Concrete Curing/Precure Materials	DIVISION 1400
Reinforcing Steel	DIVISION 1600
Epoxy Resin Base Bonding Systems	DIVISION 1700
Rapid Set Concrete Patching Materials*	SECTION 1716

***When specified in the Contract Documents.**

On bridge decks that do not receive a concrete overlay, use coarse aggregate complying with **SECTION 1102**, except grading must adhere to **TABLE 731-1**.

TABLE 731-1: AGGREGATE GRADATION	
Sieve Size	Percentage Retained
$\frac{3}{4}$ "	0
$\frac{1}{2}$ "	0-10
$\frac{3}{8}$ "	15-50
#8	90-100

731.3 CONSTRUCTION REQUIREMENTS

a. General (All Decks). Remove asphalt material and unsound concrete as shown in the Contract Documents and as designated by the Engineer, to the depth required to reach sound concrete and rust free reinforcing steel. Dispose of removed material on sites approved by the Engineer.

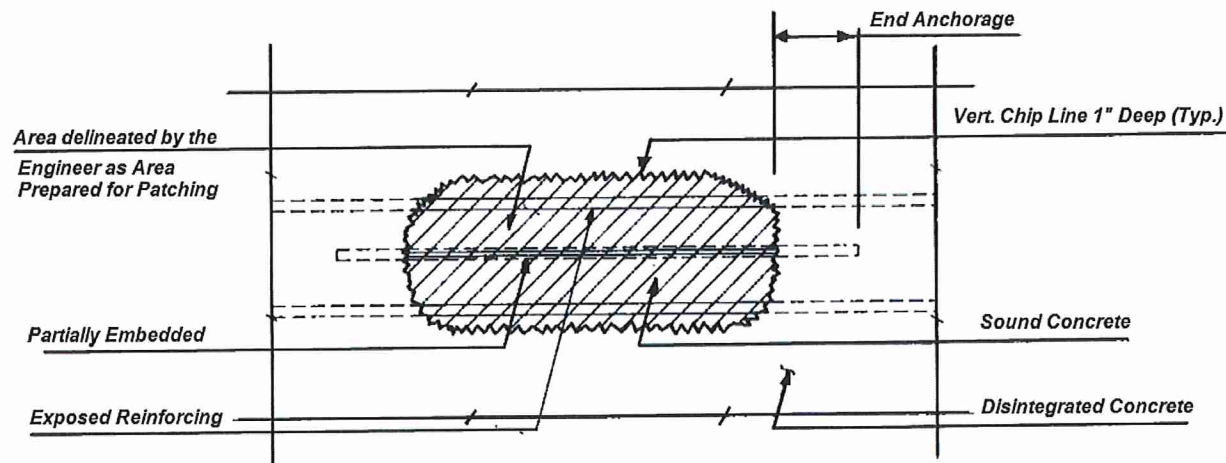
Unless specifically noted in the Contract Documents, the Contractor may choose to remove unsound concrete by other means capable of removing the required concrete, without injury to the sound concrete and reinforcing steel.

Unless specifically noted in the Contract Documents, the Contractor may **not** choose to remove unsound concrete by hydrodemolition. When hydrodemolition is allowed, remove the required concrete, without injury to the sound concrete and reinforcing steel. When hydrodemolition is allowed and used as the method of removal, the Engineer will determine the areas of unsound concrete after hydrodemolition.

Do not use jack hammers or chipping hammers heavier than the nominal 15-pound class on any partial depth concrete removal. Jack hammers up to the nominal 30-pound class may be used in areas of full depth patching to within 6 inches of the edges of the designated areas. Do not use chipping hammers heavier than a nominal 15-pound class to remove the 6-inch edge. Operate jack hammers and chipping hammers at an angle to prevent damage to the sound concrete.

(1) **Reinforcing.** Remove all scale and heavy rust from steel bars. When concrete is removed by jack hammers, wet sandblasting is prohibited. If reinforcing is left exposed, and signs of rust appear, the Engineer may require that the cleaning be repeated. Do not cut, stretch or damage any exposed reinforcing steel. Do not break the bond between the reinforcing steel and concrete where bars are partially exposed yet remain anchored in sound concrete, near the ends or where more than half the bar is beneath the concrete removal line. See **FIGURE 731-1**.

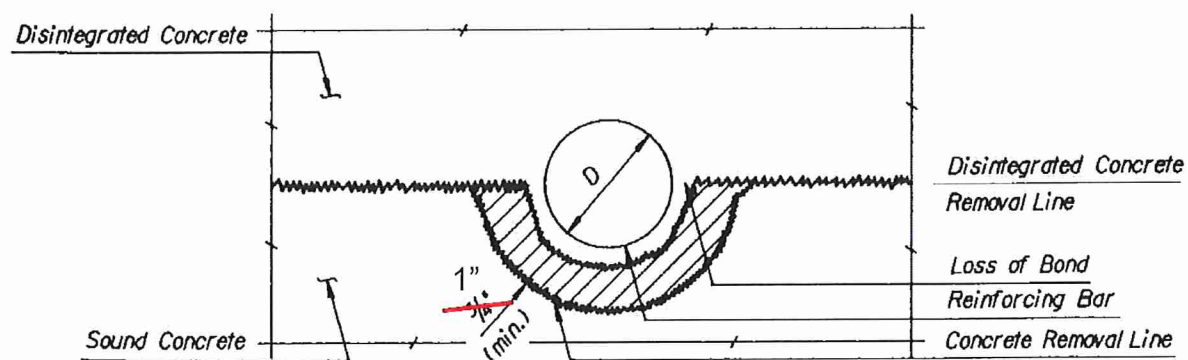
FIGURE 731-1



(2) **Bonding of Reinforcing Steel.**

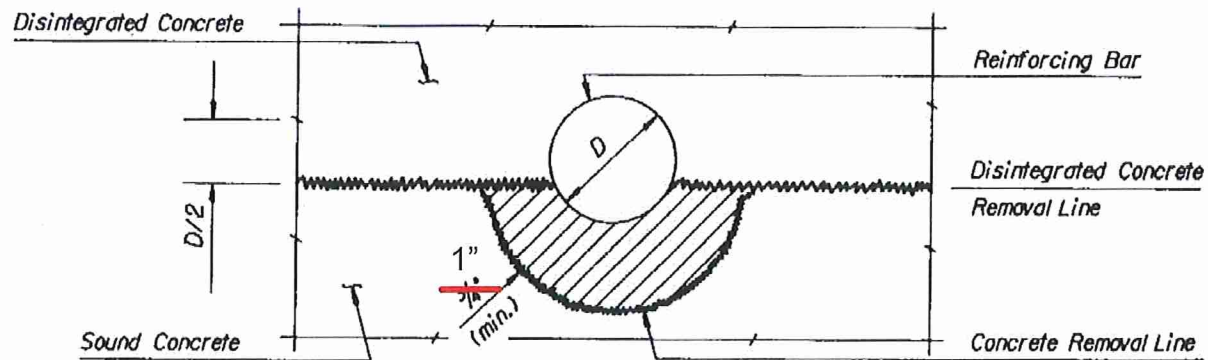
(a) **Top Layer of Transverse Reinforcing Bars.** Where the bond between existing concrete and the top layer of transverse reinforcing steel has been destroyed (**FIGURE 731-2**), remove the concrete adjacent to the bar to a depth that shall permit concrete to bond to the entire periphery of the bar with a minimum clearance of $\frac{3}{4}$ inch. A bar may be considered bonded by the Engineer even if less than $\frac{1}{2}$ the bar depth is embedded in concrete.

FIGURE 731-2



(b) **All Reinforcing Bars Other Than the Top Layer of Transverse Bars.** Where more than $\frac{1}{2}$ the diameter of the steel is exposed (**FIGURE 731-3**), or where the bond between existing concrete and reinforcing steel has been destroyed (**FIGURE 731-2**), remove the concrete adjacent to the bars to a depth that shall permit concrete to bond to the entire periphery of the bar with a minimum clearance of 1 inch.

FIGURE 731-3



(3) Concrete Surface Preparation. Wet the surface with water, but prevent free standing water. No grout is required.

(4) Epoxy Resin Base Bonding Agent. Coat all abutting vertical edges in full depth patches with an epoxy resin bonding agent. Apply the adhesive material according to the manufacturer's recommendations, just prior to the placement of patching concrete. Provide good bond of the patch material at the edges of the patch area by applying additional vibration or hand tamping. If epoxy resin dries, reapply another coating.

(5) Concrete Placement. Place concrete according to **SECTION 710**.

(6) Segmental Construction. When large scale patches in the deck result in the debonding of the reinforcing steel, patch in segments to the size and spacing shown in the Contract Documents or as designated by the Engineer. After the initial segments have cured, if required, patch the areas between segments. Heavy equipment, such as volumetric mixing equipment, is prohibited on full depth patches for a minimum of 24 hours after the curing period has ended.

(7) Concreting in Hot Weather. Adhere to **subsection 710.3** when concreting in hot weather. A monomolecular film may be used to prevent rapid evaporation of water rising to the surface of the concrete. Do not use the film to work up grout as an aid to finishing operations. Use precure to prevent rapid evaporation between the initial strike off and brooming prior to covering with the curing media at ambient air temperatures above 70°F, or when combinations of temperature, low humidity and wind create conditions which, in the judgment of the Engineer, require hot weather procedure. Apply 1 or more light applications of monomolecular film as required by weather and finishing conditions. Complete curing as noted in **subsection 731.3c.(4)**.

(8) Concreting in Cold Weather. Except by specific written authorization, concreting operations are prohibited when a descending air temperature falls below 45°F. Do not start or resume concreting operations until the ascending ambient air temperature reaches 40°F.

b. Bridge Decks That Are To Receive An Overlay. Use aggregate specified for Grade 4.0(AE) concrete. Use the coarse aggregate specified for wearing surface. Patching concrete slump must be 2 ½ to 3 ½ inches.

Cure a minimum of 24 hours prior to placing the new overlay.

On partial depth areas where there is no loss of bond with the reinforcing steel, fill patched with Grade 4.0(AE) concrete or with the type of concrete specified for the overlay. Place partial depth patches less than 1 inch thick along with the overlay. The remaining patches may be placed just before or as the overlay is placed, unless shown otherwise in the Contract Documents. Fill all prepped patches to a level approximately ¼ inch below the top of the old existing deck. Cure the prepped patches a minimum of 24 hours.

Adhere to **TABLE 731-2** for the minimum length of cure time after the placement of all full depth concrete patches and/or removal of adjacent concrete on segmental patching and prior to placing overlay.

TABLE 731-2: BRIDGE PATCHING CURING	
Minimum length of Cure Time*	Ambient Air Temperature Range (°F)
48 hours	Above 60
72 hours	40 to 60
120 hours	32 to 40

*In special circumstances, longer cure times may be required by the Engineer.

Use wet burlap or polyethylene sheet for curing or cure according to **subsection 710.3e**, and **TABLE 710-1** for subdecks.

c. Bridge Decks That Do Not Receive An Overlay.

(1) Removal of Old Concrete. Remove unsound concrete to the limits designated in the Contract Documents or by the Engineer. Prior to removal, saw the perimeter of the patch, but do not saw into the reinforcing steel. Chip out the connecting edges below the sawed portion to nearly true lines. Do not damage sound concrete and dispose of the removed materials on sites approved by the Engineer. Perform final cleanup with a high pressure water jet with a minimum pressure of 3,500 psi or by sandblasting methods.

(2) Composition and Consistency of Concrete. Use Grade 4.0(AE) concrete with a slump between 2 ½ to 3 ½ inches at the point of placement.

(3) Placing, Consolidating and Finishing Concrete. Carefully place concrete to prevent segregation. Vibrate using a spud vibrator. Do not touch the old concrete underneath. Tamp the concrete in place using hand tamps with a maximum of 36 square inches of face. Strike off and finish the patch with wooden floats, followed by a light brooming for final finish.

(4) Curing. Apply the curing material after the finishing operation when marring the surface shall not occur. Cure the concrete surface using wet burlap and polyethylene sheets according to **subsection 710.3e.** and **TABLE 7101** for bridge deck wearing surfaces. Keep the curing material in place for a minimum of 72 hours, unless designated otherwise by the Engineer. Keep burlap continuously wet during the curing period.

d. Bridge Decks That Receive a Multi-Layer, Single-Layer or Slurry Polymer Concrete Overlay.

(1) Polymer concrete materials may be used for patching of the concrete bridge deck.

For shallow patches, 3 inches maximum depth, polymer concrete overlay resin and FA-C aggregate, **TABLE 1102-6**, may be used.

For deep patches, greater than 3 inches polymer concrete overlay resin with an approved MA-3 or MA-4 aggregate, **TABLE 1102-3**, may be used.

The slurry polymer concrete system may be used for shallow patching and where a bar is considered bonded by the Engineer, even if less than ½ the bar depth is embedded in concrete (**subsection 731.3a.(2)(a)**).

Mix and cure all patching according to manufacturer/supplier's recommendations.

(2) A Rapid Set Concrete Patching Material, compatible with the overlay may be used for patching the concrete bridge deck.

(3) Strike off patches to a level approximately ¼ inch below the top of the original concrete deck.

731.4 MEASUREMENT AND PAYMENT

The Engineer will measure the area prepared for patching by the square yard after the designated thickness of surface has been removed. The measured pay quantity will be those areas sounded by the Engineer and marked as unsound or delaminated concrete.

The Engineer will measure full depth patching prior to placement of patching concrete.

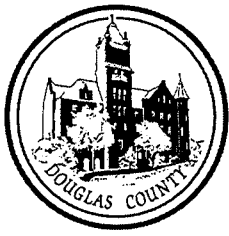
The Engineer will measure areas of partial depth patching poured with the overlay before the overlay is placed. Pay quantity for partial depth patching will be the marked areas of unsound or delaminated concrete minus the sum of the partial depth patching poured with the overlay and the full depth patching.

Payment for "Area Prepared For Patching" and "Area Prepared For Patching (Full Depth)" at the contract unit prices and "Area Prepared For Patching (Set Price)" and "Area Prepared For Patching (Full Depth) (Set Price)" at the contract set prices are full compensation for the specified work when shown in the contract.

When the contract items include both "Area Prepared for Patching" and "Area Prepared for Patching (Full Depth)", the price bid for "Area Prepared for Patching (Full Depth)" shall be a minimum of 1 ¼ times the price bid for "Area Prepared for Patching". Failure to comply with this requirement is cause for rejection of the bid.

"Area Prepared for Patching (Poured with Overlay)" will be paid at 70% of the contract unit price for "Area Prepared for Patching" and is full compensation for the specified work. Payments made for of "Area Prepared for Patching (Poured with Overlay)" will be shown as an added item to the contract. Concrete for the partial depth patching poured with the overlay will be paid for as provided in the overlay specification.

When no contract item is shown for "Area Prepared For Patching (Full Depth)" and upon approval of the Engineer, areas prepared for patching that are full depth requiring forming on the underside shall be paid for at a rate of 2 ¼ times the contract unit price per square yard of "Area Prepared For Patching". Concrete used to fill patched areas shall be subsidiary to other items of the contract.



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : February 14, 2019

Re : Consider awarding construction contract for bridge superstructure painting
Bridge Nos. 02.00N-14.80E and 03.06N-10.00E
Project No. 2018-52

Bids were opened February 13 for painting the steel superstructures on the referenced two bridges (see attached bid tab). Three contractors submitted bids as follows:

<u>Bidder</u>	<u>Total Bid</u>
Lindner Painting, Inc.	\$125,800.00
International Rigging Group	\$139,145.31
Olympus Painting Contractors	\$305,000.00
<i>Engineer's Estimate</i>	<i>\$120,000.00</i>

The approved CIP includes \$165,000 for this work.

We recommend awarding a contract to the low bidder, Lindner Painting, Inc. Although the low bid exceeds the Engineer's Estimate by 4.8%, K.S.A. 68-1115 allows awarding a contract for bridge projects for up to 10% over the Engineer's Estimate.

The work will be done later this summer. The project includes blast cleaning the steel superstructures, applying organic zinc primer and a waterborne acrylic finish coat, and environmental protection to collect and dispose of the existing paint material.

Action Required: Consent Agenda approval of a construction contract with the low bidder, Lindner Painting, Inc., in the total bid amount of \$125,800.00 for Project No. 2018-52, painting the steel superstructures for Bridge Nos. 02.00N-14.80E and 03.06N-10.00E, and authorize Public Works Director to approve change orders totaling up to 5% of the contract cost.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2018-52/BID NO. 19-F-0004
DESCRIPTION: BRIDGE PAINTING 02.00N-14.80E & 03.06N-10.00E
BID TABULATION
February 13, 2019

Bridge 02.00N-14.80E				ENGINEER'S ESTIMATE		Lindner Painting Inc		Internatinal Rigging Group		Olympus Painting Contractors	
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Bridge Painting	L.S.	1	\$28,000.00	\$28,000.00	\$39,000.00	\$39,000.00	\$60,296.30	\$60,296.30	\$112,500.00	\$112,500.00
2	Environmental Protection	L.S.	1	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00	\$18,552.71	\$18,552.71	\$20,000.00	\$20,000.00
3	Mobilization	L.S.	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$9,276.36	\$9,276.36	\$10,000.00	\$10,000.00
4	Traffic Control	L.S.	1	\$5,500.00	\$5,500.00	\$4,400.00	\$4,400.00	\$4,638.17	\$4,638.17	\$10,000.00	\$10,000.00
SUB TOTAL					\$63,500.00		\$66,900.00		\$92,763.54		\$152,500.00

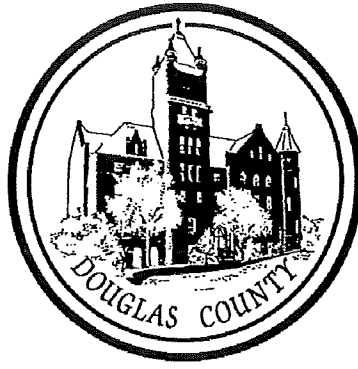
Bridge 03.06N-10.00E				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
5	Bridge Painting	L.S.	1	\$25,000.00	\$25,000.00	\$34,000.00	\$34,000.00	\$30,148.15	\$30,148.15	\$112,500.00	\$112,500.00
6	Environmental Protection	L.S.	1	\$18,000.00	\$18,000.00	\$16,500.00	\$16,500.00	\$9,276.35	\$9,276.35	\$20,000.00	\$20,000.00
7	Mobilization	L.S.	1	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$4,638.18	\$4,638.18	\$10,000.00	\$10,000.00
8	Traffic Control	L.S.	1	\$5,500.00	\$5,500.00	\$4,400.00	\$4,400.00	\$2,319.09	\$2,319.09	\$10,000.00	\$10,000.00
SUB TOTAL					\$56,500.00		\$58,900.00		\$46,381.77		\$152,500.00
TOTAL BID -					\$120,000.00		\$125,800.00		\$139,145.31		\$305,000.00

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk

Date



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2018-52

BRIDGE PAINTING
BRIDGE 02.00N-14.80E
BRIDGE 03.06N-10.00E

BID # 19-F-0004

Douglas County Commissioners

Michelle Derusseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Approved By:

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

Date: 1/24/2019

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004

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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
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15-DG-22 - INDEMNITY PROVISION
15-DG-714 - PAINTING OF STRUCTURAL STEEL

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

Map of Douglas County showing approximate project location
Photos of Bridges

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004
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 3:05 P.M., Wednesday, February 13, 2019, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, KS.

Douglas County Project 2018-52 consists of preparing and painting approximately 14 tons of existing structural steel which includes beams, bearing plates, tie-rods etc. Preparation shall include blast cleaning to SSPC-SP10 (latest revision) and application of an organic zinc primer and a water borne acrylic finish coat. The existing bridges are painted with an unknown Paint System. This project requires Environmental Protection for Class B structures as shown in Special Provision 15-DG-714. Traffic Control shall be included as a lump sum. Bridge 02.00N-14.80E is located over the Middle Fork Taury Creek approximately 2 miles west of Baldwin City, Kansas and Bridge 03.06N-10.00E is located over the Tributary to West Fork Taury Creek approximately 5 miles west of Baldwin City, Kansas.

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. 2018-52", 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.

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: 1/24/2019

Publication Dates: Friday, January 25, 2019 and Saturday, February 9, 2019
cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk
Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained by Demand Star or Drexel Technologies.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2018-52" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. 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. 2018-52
BID # 19-F-0004

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. 2018-52", 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. 2018-52
BID # 19-F-0004
PROPOSAL

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

1. Proposal of Lindner Painting, Inc. for the performance of "Douglas County Project No. 2018-52", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within Thirty (30) working days. The earliest anticipated date for the "Notice to Proceed" is July 8, 2019. The latest anticipated date for the "Notice to Proceed" is July 29, 2019.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

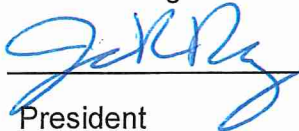
Addendum No.

Dated

Lindner Painting, Inc.

Name of Organization

By:



President

/John R. Puelz

PROJECT NO. 2018-52
DOUGLAS COUNTY, KANSAS
BID # 19-F-0004

SCHEDULE OF PRICES

02.00N-14.80E



BID ITEM NO.	BIDDING ITEMS	APPROX. QTYS.	UNIT	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	Bridge Painting (Organic Zinc /Acrylic)	1	L.S.	39,000.00	39,000.00
2	Environmental Protection	1	L.S.	19,500.00	19,500.00
3	Mobilization	1	L.S.	4,000.00	4,000.00
4	Traffic Control	1	L.S.	4,400.00	4,400.00
SUB-TOTAL BID					66,900.00

03.06N-10.00E

BID ITEM NO.	BIDDING ITEMS	APPROX. QTYS.	UNIT	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
5	Bridge Painting (Organic Zinc /Acrylic)	1	L.S.	34,000.00	34,000.00
6	Environmental Protection	1	L.S.	16,500.00	16,500.00
7	Mobilization	1	L.S.	4,000.00	4,000.00
8	Traffic Control	1	L.S.	4,400.00	4,400.00
SUB-TOTAL BID					58,900.00



COMBINED CONSTRUCTION TOTAL \$125,800.00

NOTE: Bidder shall extend all items and total bid.

Lindner Painting, Inc.

CONTRACTOR

by:



John R. Puelz, Pres.

SP-1

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004

CONTRACT

THIS CONTRACT, made and entered into this 20th day of February, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and Lindner Painting, 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. 2018-52
BID # 19-F-0004

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

By: _____

Date

Title of Signature

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-52
BID # 19-F-0004

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

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

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

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

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

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

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

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

SALES TAX EXEMPTION

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2018-52 consists of preparing and painting approximately 14 tons of existing structural steel which includes beams, bearing plates, tie-rods etc. Preparation shall include blast cleaning to SSPC-SP10 (latest revision) and application of an organic zinc primer and a water borne acrylic finish coat. The existing bridges are painted with an unknown paint system. This project requires Environmental Protection for Class B structures as shown in Special Provision 15-DG-714. Traffic Control shall be included as a lump sum. Bridge 02.00N-14.80E is located over the Middle Fork Taury Creek approximately 2 miles west of Baldwin City, Kansas and Bridge 03.06N-10.00E is located over the Tributary to West Fork Taury Creek approximately 5 miles west of Baldwin City, Kansas.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	COVER SHEET
2	GENERAL NOTES AND QUANTITIES
3	BRIDGE NO. 02.00N-14.80E
4	BRIDGE NO. 03.06N-10.00E
5-11	TRAFFIC CONTROL STANDARDS AND QUANTITIES

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.

PAINTING STRUCTURAL STEEL

714.1 DESCRIPTION

Prepare the structural steel surfaces, and paint the structural steel as shown in the Contract Documents. Provide environmental protection as necessary.

BID ITEMS

Bridge Painting (*)
Environmental Protection
Power Wash
*Type of Paint System

UNITS

Lump Sum
Lump Sum
Lump Sum

714.2 MATERIALS

Provide paint materials that comply with **DIVISION 1800**.

Formulate the inorganic zinc or organic zinc coating to provide a tint which distinctly contrasts with blast cleaned metal surfaces and the finish coat.

714.3 CONSTRUCTION REQUIREMENTS

a. General Requirements for Painting Structural Steel.

(1) Surface Preparation Before Applying The Prime Coat. Blast all surfaces with abrasives to produce a height of profile of 1 to 3 mils.

Clean structural steel surfaces to meet the Society for Protective Coatings' (SSPC) specification SSPC-SP10, Near-White Blast Cleaning. Limit staining to a maximum of 5% of each square inch of surface area.

If specified (such as for unpainted surfaces of weathering steel or when repainting existing bridges in kind), clean structural steel surfaces to meet SSPC-SP6, Commercial Blast Cleaning, except wet blasting will not be permitted. Staining is limited to a maximum of 33% of each square inch of surface area. If the original surface is pitted, slight residues of rust and paint may be left in the bottom of pits.

Staining may consist of slight shadows, slight streaks or minor discoloration caused by stains of rust, stains of mill scale or stains of previously applied paint. When viewed without magnification, the blast cleaned surface shall be free of visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter.

Remove all machine cutting oil by cleaning machined surfaces (ANSI 125 micro-inch or smoother). Carefully mask the machined surfaces before blast cleaning the remaining surfaces of the member.

After blast cleaning, remove any trace of blast products. Take care to remove abrasives from pockets and corners.

Give the blast cleaned surfaces a prime coat of paint within 12 hours of cleaning. Re-clean the blast cleaned surfaces if rust tinge appears before the prime coat is applied.

(2) Weather Conditions. Check the air temperature, the steel temperature and the dew point before painting begins each day, and after each suspension of painting due to weather or temperature, if painting is to resume. Do not apply paint if the ambient air temperature is below 40°F, when the air is misty, when the steel temperature is 5° or less above the dew point, or if the Engineer determines conditions are unsatisfactory for painting. Do not apply paint on damp or frosted surfaces. Stop

paint application if the Engineer determines the air temperature is so high that the spray dries before reaching the surface, resulting in a dry, powdery coating.

(3) Mixing and Thinning Paint. Thoroughly mix the paint and keep the pigment in suspension. Strain the mixed paint when recommended by the manufacturer.

If multi-component inorganic zinc primer is used, follow the manufacturer's instructions regarding the amount and manner of adding the zinc dust to the liquid portion. Strain the mixed paint through a metal screen having a mesh recommended by the manufacturer. Mix multi-component inorganic zinc paint fresh each day and do not use it past the pot life time stated in the manufacturer's literature.

The Engineer will permit paint thinning if required for proper application, but only as recommended by the manufacturer. If thinner is used, add it to the paint during the mixing process. Do not add additional thinner after the paint is thinned to the proper consistency.

Use thinner recommended by the manufacturer for inorganic zinc paints. Inorganic zinc paint should not require heating in cool weather, but is permitted provided care is taken that the paint is protected from all moisture.

(4) Application of Paint. Apply the paint according to the manufacturer's instructions. Provide the Field Engineer with a printed copy of the paint manufacturer's application instructions.

Apply the paint using either a conventional or an airless sprayer. Spray from a continuously agitated pot.

Apply uniform coatings in tight contact with the metal. Work the coating into all corners and crevices. Apply a coating that is free of all defects.

Allow ample time for each paint coating to dry. Do not apply the next coat of paint until the previous coat is inspected by the Engineer and found dry and hard throughout the entire film thickness.

Remove and replace defective or unauthorized paint. Prepare the surfaces for repainting and repaint the areas according to the requirements for painting structural steel.

When the finish coat is complete, stencil (in black paint) the date the bridge was painted and the code representing the type of paint system used on the bridge. Stencil the legend on the right side of the outside face of the far right stringer near each end of the bridge. Use capital letters, 2 to 3 inches in height. The date stencil shall contain the word "PAINTED" and show the month and the year that the painting was completed. Make the paint system code selection from the following list:

Inorganic Zinc/Acrylic	IZ/A
Inorganic Zinc/Polyurethane	IZ/P
Organic Zinc/Acrylic	OZ/A
Organic Zinc/Polyurethane	OZ/P

(5) Staging and Scaffolding. Use adequate staging and scaffolding while painting the structural steel. Do not climb or work on the finished painted members. Provide the Engineer with safe means (such as scaffolding, snoopers or cherry pickers) to inspect any portion of the structure during the cleaning and painting operations.

(6) Protection of Pedestrians and Property. When painting on the project site, protect all pedestrians, vehicles (on or underneath the bridge), adjoining property along the right-of-way, pipes or ducts owned by utility companies, and portions of the bridge superstructure and substructure against damage or disfigurement from paint material. The Contractor is responsible for repairing any damage resulting from the painting operations.

(7) Maintaining Traffic on Existing Bridges. Provide traffic control as shown in Contract Documents, plans and **SECTION 805**. Unless traffic is detoured, maintain traffic on the existing bridge at all times during the work of cleaning and painting. At the option of the Contractor when work is being performed, ½ of the roadway on that span

may be closed to traffic, with one way traffic being maintained over the other half of the roadway. At all other times when work is not being performed, keep the entire bridge roadway open to traffic.

b. Shop Painting Structural Steel (Non-Weathering). The application of the prime coat in the shop must comply with the general requirements for painting structural steel, with these additions and exceptions:

Unless shown otherwise in the Contract Documents, apply 1 coat of inorganic zinc primer to the structural steel in the shop. Mask machined surfaces prior to painting. Use primer that is tinted to contrasts (in color) with the blast-cleaned steel and with the finish coat of paint.

Apply 2 primer coats (not less than 6 mils total thickness) to surfaces that are not in contact with the concrete, but that will be inaccessible after assembly or erection. Apply the second coat between 4 and 24 hours after application of the first coat. Prime the welded stud shear connectors (including the underside of the stud head). Given the complexity, areas of thin primer and some shadows are permissible on the top 1 inch.

Except where otherwise indicated, coat all blast cleaned surfaces of the structural steel, including contact surfaces of high strength bolted connections and areas in contact with concrete. The dry film thickness of the prime coat shall be 3 to 6 mils on flat areas. More thickness is allowed in fillet areas if there is no evidence of mud cracking, and if the coating is tight. The dry film thickness is measured from the peaks of the blast profile to the surface of the paint.

For contact surfaces of high strength bolted connections, the dry film thickness shall be 1.5 to 3 mils. Both sides of steel plates that have holes for high strength fasteners are considered contact surfaces because they come into contact with other steel plates, nuts, washers or fastener heads.

Apply 1.5 mils dry film thickness prime coat to top flanges of structural steel members that will have welded stud shear connectors applied in the field. Do not apply the prime coat to surfaces within 6 inches of field welded connections. Coat unpainted surfaces near field welded connections with a rust preventive coating approved by the Engineer. The temporary coating must be easily removed with mineral spirits prior to field welding.

After the non-machined surfaces of structural steel are prime coated, remove the masking from the machined surfaces and apply a prequalified coating for use on machined surfaces approximately 3 mils thick.

If the dry film thickness of the prime coat is 2 to 3 mils, and less than 24 hours old, either blast clean the deficient area to bare metal and repaint, or apply additional primer. If additional inorganic zinc primer is applied, thin the primer 1:1 with a solvent recommended by the manufacturer of the paint.

If the dry film thickness of the prime coat is 2 to 3 mils thick and more than 24 hours old, or if the dry film thickness is less than 2 mils, blast clean the deficient area to bare metal and repaint. Remove excessive film thickness or dry spray.

Give the inorganic zinc prime coat a thorough single spray of clean water between 2 and 48 hours after application of the inorganic zinc prime coat, when recommended by the manufacturer.

Before the structural steel is shipped to the project site, blast clean to bare metal and repaint defective or damaged areas. Overlap the new prime coat onto the existing prime coat a minimum of 1 inch.

Shop painted structural items, except match marked girders and beams, that will receive a field coat of paint must have an identification mark painted on their surface, or they may be tagged with a weatherproof tag.

c. Field Painting New Structural Steel (Non-Weathering).

(1) Prime Coat. Apply a prime coat to the field connections, field welds, nuts, bolts and washers. Re-coat all damaged or defective areas of the shop-applied prime coat. Apply the prime coat in the field complying with the general requirements painting structural steel, with these additions and exceptions:

Overlap the shop coat by applying the field-applied prime coat a minimum of 1 inch beyond any surface preparation.

If the surface prepared for painting or re-coating is 1 square yard or less, apply organic zinc primer. Use organic zinc primer on bolts, nuts, washers and edges of bolted splice plates.

If the surface prepared for painting or re-coating is greater than 1 square yard, blast clean the entire flange or web of the area to be painted or re-coated, and apply inorganic zinc primer. Between 24 and 48 hours after the inorganic zinc primer is applied in the field, apply a coat of organic zinc primer (by brush or spray according to **subsection 714.3b.**) where the new inorganic zinc prime coat meets or overlaps the shop applied inorganic zinc prime coat.

If welded stud shear connectors are applied in the field, blast clean the top of the top flange to SSPC-SP6, Commercial Blast Cleaning. After the welded stud shear connectors are applied, blast clean the top flange and welded stud shear connectors to meet SSPC-SP6, Commercial Blast Cleaning. Thoroughly blast clean the welds. Apply organic zinc primer to the top flange and welded stud shear connectors. Prime the welded stud shear connectors (including the underside of the stud head). Given the complexity, areas of thin primer and some shadows are permissible on the top 1 inch.

(2) Finish coat. Protect the primed structural steel from contamination during transport, storage and erection. Do not walk on the primed structural steel. If the primed structural steel is soiled, use water or light blast cleaning to remove the contamination before applying the finish coat of paint.

The application of the finish coat in the field shall comply with the general requirements for painting structural steel, with these additions and exceptions:

Unless otherwise noted in the Contract Documents, either apply an acrylic or a polyurethane finish coat after the primed structural steel is erected. Apply 1 coat with a dry film thickness of 3 to 6 mils on flat areas. A thickness in excess of 6 mils is allowed in fillet areas if there is no evidence of mud cracking, and if the coating is tight. If bubbles form, allow them to collapse and apply approximately 1 mil of the finish coat to the area where the bubbling occurred.

d. Shop Painting New Weathering Steel. Apply the shop painting of new weathering steel complying with the general requirements for painting structural steel and the shop painting of non-weathering structural steel, with these additions and exceptions:

Blast clean all surfaces of the weathering steel, including all contact surfaces of bolted connections, to meet SSPC-SP6, Commercial Blast Cleaning.

For weathering steel surfaces that require painting, blast clean to meet SSPC-SP10, Near-White Blast Cleaning.

Surfaces that require paint include:

- girder ends that are embedded in the abutment - the entire embedded portion of the girder, including diaphragms, plus an additional distance of 2 inches;
- the top (and sides, if in contact with concrete) of the top flanges, including shear studs and the underside of the stud head. Given the complexity, areas of thin primer and some shadows are permissible on the top 1 inch of shear studs. Note: for welded stud shear connectors applied in the field, the top of the top flange does not require a shop prime coat;
- all surfaces of top flange top splice plates;

- all surfaces of fill plates less than $\frac{1}{4}$ inch thick. Note: Fill plates need not be weathering steel. Paint fill plates of non-weathering steel, regardless of thickness;
- all structural steel surfaces (not included above) within a distance of 2 times the depth of the girder (2D) on either side of an expansion joint. (Note: A nearby stiffener is a convenient location to stop painting.); and
- the exterior girders according to **FIGURE 714-1**, if drainage is allowed over the side of the deck on a plate girder bridge, and the entire length of the exterior girder is to be painted. Note: If drainage is allowed over the side of the deck on a rolled beam bridge, painting of the exterior beam, except top flange, is not required.

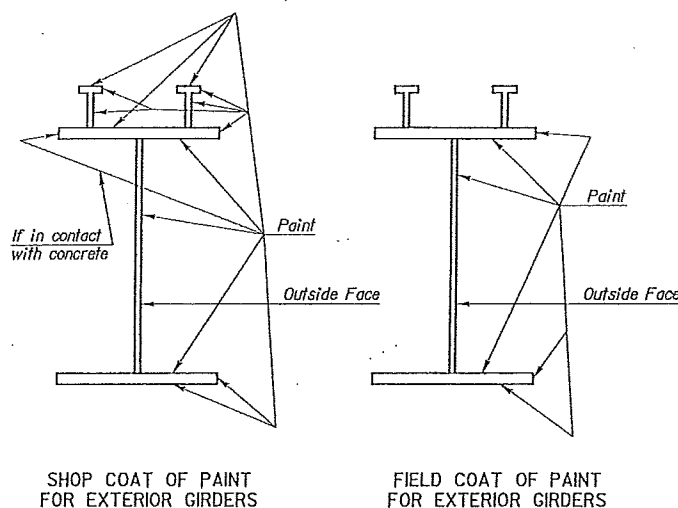
e. Field Painting New Weathering Steel. Apply a finish coat to all primed structural steel surfaces still exposed after the placement of superstructure concrete. The surface preparation of the top surface of the top flange (field applied welded stud shear connectors), and the application of the prime coat (including the top of the top flange after welded shear stud connectors have been applied in the field) and the finish coat in the field shall comply with the general requirements for painting structural steel and the field painting of new, non-weathering structural steel, with these additions and exceptions:

Unless noted otherwise in the Contract Documents, use a waterborne acrylic, brown finish coat color equivalent to Federal Standard No. 595a, Color No. 30045 (Carboline No. 2248).

If drainage is allowed over the side of the deck on a plate girder bridge, and the entire length of the exterior girder is to be painted, apply a finish coat to the exterior girders according to **FIGURE 714-1**.

Unless shown otherwise in the Contract Documents, blast clean the entire exterior facia of the unpainted exterior girders after erection to meet SSPC-SP6, Commercial Blast Cleaning.

**FIGURE 714-1
WEATHERING STEEL**



f. Painting Galvanized Steel. Follow ASTM D 6386 to prepare galvanized surfaces that are to be painted, then apply a primer tiecoat prior to application of the topcoat. Use a tiecoat that is compatible with the topcoat and approved by the Engineer. Follow the manufacturer's recommendations for application, including dry film thickness and cure time of the primer tiecoat.

g. Repainting Steel Bridges - Change Paint System. Repaint the steel bridges. Comply with the general requirements for painting structural steel, with these additions and exceptions:

Remove the existing paint system and repaint the bridge with a paint system of organic zinc or inorganic zinc prime coat and acrylic or polyurethane finish coat.

Clean and prepare the steel surfaces, including iron or steel casings and metal railings previously painted that are accessible for field painting. Do not paint tops of expansion guard plates, bars or angles across the roadway at joints between adjacent spans on which vehicular traffic comes in direct contact, and pipes or ducts owned by utility companies.

If lower chords, braces of truss spans or other members are separated by tie plates or fills, clean the spaces between backs of angles or channels (equal to the thickness of the tie plates or fills) of all rust and loose paint. Tight paint found between splice plates, beneath rivet heads and in other such narrow openings may be left intact. Take special care to remove the rust often found along the edges of the top flanges of I-beams at their line of contact with a concrete deck.

Apply the type of prime coat specified in the Contract Documents with 3 to 6 mils dry film thickness of the prime coat on flat areas. More thickness will be allowed in fillet areas if there is no evidence of mud cracking, and if the coating is tight.

After the prime coat is dry, give the inorganic zinc prime coat a thorough spray of clean water a minimum of 24 hours before the finish coat is applied. Organic zinc paint does not require a water spray.

Spray painting may be waived in those places where it is not possible to blast clean. Clean these areas by hand as well as possible, and apply a heavy coat of organic zinc primer with a brush or dauber.

Apply 1 finish coat with 3 to 6 mils dry film thickness on flat areas. A thickness in excess of 6 mils is allowed in fillet areas if there is no evidence of mud cracking, and if the coating is tight. If bubbles form, allow them to collapse and apply an approximate 1 mil of the finish coat to the area where the bubbling occurred.

h. Repainting Steel Bridges - Painting In Kind (Bridges with either organic zinc or inorganic zinc prime coat and acrylic or polyurethane finish coat paint systems). Repaint the steel bridges. Comply with the general requirements for painting structural steel, with these additions and exceptions:

Prepare the metal surfaces and repaint the bridge with the same paint system as existing.

Clean and prepare the steel surfaces, including iron or steel casings and metal railings previously painted that are accessible for field painting. Do not paint tops of expansion guard plates, bars or angles across the roadway at joints between adjacent spans on which vehicular traffic comes in direct contact, and pipes or ducts owned by utility companies.

If lower chords, braces of truss spans or other members are separated by tie plates or fills, clean the spaces between backs of angles or channels (equal to the thickness of the tie plates or fills) of all rust and loose paint. Tight paint found between splice plates, beneath rivet heads and in other such narrow openings may be left intact. Take special care to remove the rust often found along the edges of the top flanges of I-beams at their line of contact with a concrete deck.

Blast clean the steel surfaces to remove any defective coating. Hand clean widely spaced damaged spots (3/16 inch or less in diameter) on an otherwise tight existing coating. Remove oil and grease using a non-flammable solvent approved by the Engineer.

Clean areas according to SSPC-SP6, Commercial Blast Cleaning to produce a height of profile of 1 to 3 mils.

Apply 1 coat of organic zinc (minimum dry film thickness of 3 mils) to bare metal. Cover the bare metal and overlap the existing finish coat by 1 inch.

Spray painting may be waived in those places where it is not possible to blast clean. Clean these areas by hand as well as possible, and apply a heavy coat of organic zinc primer with a brush or dauber.

Use the type of finish coat specified in the Contract Documents. Apply 1 finish coat with 3 to 6 mils dry film thickness on flat areas. A thickness in excess of 6 mils is allowed in fillet areas if there is no evidence of mud cracking, and if the coating is tight. If bubbles form, allow them to collapse and apply an approximate 1 mil of the finish coat to the area where the bubbling occurred.

Page 700-69, delete subsection 714.4 and replace it with the following:

714.4 ENVIRONMENTAL PROTECTION (Existing Lead-based Paint Systems)

Provide environmental protection on a structure whether partially or completely removing an existing paint system that is defined as hazardous per Federal Resource Conservation and Recovery Act (RCRA) Disposal Regulations (40 CFR 261). The removal of existing lead-based paint may result in creation of waste subject to the above hazardous waste regulations.

a. Structure Classification. The bridge classification will be included in the Contract Documents, prior to letting.

For the purpose of this specification, bridges are classified as:

Class A: A bridge which any part is within 300 feet of:

- a residence, a school, a public use area, a commercial/industrial property,
- agricultural buildings;
- or a protected natural area property.

Class B: Any bridge that is not Class A

b. Health and Environmental Sampling:

(1) Soil samples will be collected by an independent KDHE certified laboratory prior to and at the conclusion of paint removal operations. While conducting the survey, soil samples will be collected within the County right-of-way from a minimum of one test site 10 to 100 feet away from the structure in each of four directions. The specific location of each site will be documented. Each test site shall consist of a 1 ft² area. A composite sample will be obtained by collecting soil ¾ inch in diameter and ½ inch in depth at the center of the square and at each of the four corners.

At the conclusion of the project, soil samples will be collected by an independent KDHE certified laboratory in the same manner at a 1 ft² area within a radius of 5 feet of the original sample location. The pre-job and the post-job samples will be analyzed for total lead at a Kansas Department of Health and Environment (KDHE) certified laboratory.

(2) Air samples shall be collected by the Contractor on all Class A bridges. The air samples will be collected following the procedures specified in 40 CFR 58, Appendix G and the quality assurance procedures as specified in 40 CFR 58, Appendix B and 40 CFR 58.20. High volume air samplers will be employed to assess the effects of blasting operations on ambient air quality outside of the containment structure. Air samples must be collected each day paint is blasted from the structure. The air samplers must be placed on County right-of-way, one in an up gradient position to the prevailing wind and one in a down gradient position to prevailing winds, at a location expected to experience maximum impact. Locations for air sampling will be approved

by the Engineer. The sample filters must be removed, stored in air-tight bags, properly identified with date, sample location and project number, and replaced each day. The air sampling equipment must be furnished by the Contractor and will remain the property of the Contractor.

The Contractor is responsible for submittal of the air sample filters to a KDHE certified laboratory a minimum of once every five working days, where they must be analyzed for total lead. Lead concentrations in ambient air must be in compliance with the requirements of 40 CFR 50, which allows a maximum of 0.5 mil/cubic yard (See Guide 6, Section 5.5.4). The laboratory analyses must be accelerated in order to have analytical results to the Engineer within five working days of the original transmittal to the laboratory. The analytical results must be identified by the date of collection, type and location of sample and Douglas County Project number.

If ambient air concentrations exceed regulatory limits, the Contractor shall halt blasting operations until containment design controls have been implemented to reduce emissions to a satisfactory level.

(3) Surface water samples shall be collected by the Contractor on all bridges located over any perennial stream, river or body of water. Sediment samples may also be required, at the discretion of the Engineer, where stream flow is extremely low, where containment has obviously failed or when paint removal operations go beyond 30 calendar days. At the direction of the Engineer, a minimum of one sample shall be collected up gradient of the structure and one in the down gradient position of the structure during blasting operations. The samples shall be representative of the project's potential impact to the water body and shall be collected in the presence of the Engineer.

If visible waste or paint chips are observed on the surface of the waterway, blasting operations shall be halted until the containment has been modified to eliminate debris contact with the water surface. This determination shall be made by the Engineer. Water samples must be identified by date, type of sample, and Douglas County Project number. The Contractor must submit the samples to a KDHE certified Laboratory for the analysis of total lead within one week from the time of collection. The Contractor must submit the analytical results to the Engineer upon receipt from the laboratory. The analytical results must be identified by date of collection, type of sample, Chain of Custody forms and Douglas County Project number.

(4) Failure to submit analytical data for air and water samples as described above may result in work on the project being suspended by the Engineer until submittals are in compliance. Temporary suspension of work on the project due to non-compliance by the Contractor will not alter or waive the charging of working days for the project.

(5) All documentation relative to air and water sample collection and analyses shall be submitted to Douglas County within 30 days of completion of the paint removal process. Failure to receive said documentation will result in withholding of final payment for the project until such documentation has been received by Douglas County.

c. Notifications and Record Keeping.

At the conclusion of the blasting operations, the Contractor or the Contractor's independent KDHE certified laboratory will submit a report to Douglas County, which includes the results of all air, soil and/or surface water samples obtained during the project.

Douglas County will retain a copy of all notices, certifications, demonstrations, waste analyses, environmental sampling data and disposal or recycling documentation produced pursuant to this project for five years as required by 40 CFR 268.7(6).

d. Lead Base Paint Removal

The Contractor or subcontractor engaged in lead-based removal operations shall carry a pollution liability (access liability) policy with a minimum coverage of \$1,000,000.00. This policy shall be maintained in force until the Commission release the Contractor from all obligations under the contract, but said insurance contract shall cover claims for such of time as said claims are permitted by law. A copy of this insurance certificate shall be filed with the Engineer prior to beginning lead base paint removal.

The Contractor will be required to use every reasonable means to protect the environment, persons and adjacent property from contamination due to blasting of the existing structure.

The Contractor shall contain old paint chips, corrosion residues, and spent abrasives, herein referred to as waste materials, resulting from blasting and other cleaning operations. The containment requirement will be explained later in this specification.

Special containment methods or removal procedures must be used over power lines, communication lines, railways or roadways nor closed to traffic. The Contractor shall obtain the necessary permits and permission from the land owner on the containment methods and removal procedures. The proposed containment method or removal procedures must be approved (stamped) by a Professional Engineer and submitted to the Engineer prior to commencement of paint removal operations.

Clearing the work area for containment purposes shall be the responsibility of the Contractor. Clearing shall not extend beyond right-of-way and shall be the minimum area needed for the Contractor's operation. The Contractor shall dispose of all debris at locations provided by the Contractor and approved by the Engineer. Burning on the right-of-way will not be allowed. The area to be cleared and the clearing method shall be approved by the Engineer prior to starting the clearing operation.

e. Removal and Containment Requirements.

(1) Class A Bridges. On all Class A bridges, the Contractor shall provide a KDHE certified Lead Abatement Supervisor for oversight of all paint removal, storage and disposal operations. These operations shall adhere to work practices established in K.A.R. 28-72-18(g) and K.A.R. 28-72-18d(a). The Lead Abatement Supervisor shall have available at the job-site a telephone number for the nearest Local Emergency Planning Commission (LEPC) or if none can be found within a 50 mile radius, the nearest Haz-Mat Response Contractor.

The Contractor may use dry abrasive blasting or any other approved method which meets the paint specifications to remove the lead paint from the bridge and shall use the containment methods shown below to maximize pollution control.

a) Power Tools: The Contractor who uses power tools and/or vacuum blasting shall use containment unless the power tools are vacuum-equipped and all parts of the vacuum equipment are used properly and in a condition that prevents emissions of waste material. This determination shall be made by the Engineer.

b) Dry Abrasive Blasting: Use 100% air impenetrable walls with rigid or flexible framing, fully sealed joints, airlock or resealable entryways, and negative air achieved by forced or natural air flow (verified by instrument or visual monitoring) and exhaust air filtration. (See Steel Structures Painting Council (SSPC) – Guide 6, Paragraph 4.2.2.1).

Design containment to withstand the effects of negative air pressure equal to the combined volume of all blast nozzles inside the enclosure plus four air changes of the enclosure per hour. The method of attaching and the effects of dead load caused by the installation of the enclosure to the bridge shall be reviewed and approved (stamped) by a Professional Engineer. The Contractor shall furnish a copy of such plans to the Engineer for approval prior to the commencement of paint removal operations.

Recyclable or non-recyclable abrasive may be used. Recyclable abrasives must be

used with a classifier system rated to remove at least 98 percent of the non-abrasive material, and shall be free of oil substances.

Do not be allow waste materials to contact the ground or water surface. Plywood or other impermeable material shall be used, subject to approval by the Engineer. When the roadway beneath the structure is closed, the hard surfaces such as asphalt and concrete roadway, sidewalks and sloped paving may be left uncovered if they have an unbroken surface, and the Contractor can thoroughly clean these surfaces by sweeping or vacuuming as described in item 3.6(a) below. If the roadway surface is used for waste material collection, storm drains must be plugged.

c) Visible Emissions: Visible emissions are permitted at given frequencies or durations provided they do not extend beyond Douglas County right-of-way. Permissible visible emissions for Class A bridges are defined as random emissions of a cumulative duration of no more than 1% of the work day, equivalent to five minutes in an eight hour period. (See SSPC-Guide 6, Paragraph 5.5.1.1). The Engineer shall determine if visible emissions limitations are being exceeded. Temporary suspension of work on the project may be mandated by the Engineer if visible emissions exceed limitations. This will not alter or waive the charging of working days for the project.

(2) Class B Bridges.

The Contractor may use dry blasting or any other method which meets the paint specifications to remove lead paint from the bridge and shall use the containment methods shown below to maximize pollution control.

(a) Power Tools: The Contractor is subject to the limitations for Class A Bridges as described in item 3.5(a)(1) above.

(b) Dry Abrasive Blasting: Use 100% impermeable tarpaulins or heavy plastic (6 mil minimum) to prevent disposition of waste material on the soil or water surface. Plywood or other impermeable material may be used subject to approval by the Engineer. The Contractor shall overlap the ground cover at least 18 inches and weight them as needed to prevent separation. The ground cover must cover all bare soil and vegetation areas inside the curtains required by item (2.1) below, and extend a minimum of 20 feet beyond in all directions except at abutments. When the roadway beneath the structure is closed the hard surface such as asphalt and concrete roadway, sidewalks and sloped paving may be left uncovered if they have an unbroken surface, and the Contractor can thoroughly clean these surfaces by sweeping or vacuuming as described in item 3.6(a) below. If the roadway surface is used for waste material collection, storm drains must be plugged.

- Curtains: The Contractor shall use curtains in the form of flexible walls, rated by the manufacturer at no less than 85% impermeable to contain lead paint particles and dust generated from the blasting operation. The curtains shall have adequate strength to withstand wind velocity. Plywood or other impermeable material may be used subject to approval by the Engineer. The edges of the walls must overlap a minimum of 3 feet and be attached unless the edges are completely joined.
- Girders and deck trusses: The Contractor may suspend rigid or flexible 85% impermeable walls from the bridge deck to the ground so that work is contained on all four sides. The edges of the walls must overlap a minimum of 10 feet and be attached unless the edges are completely joined. The walls must extend up between the girders to seal this space. The walls must extend to the ground and must be anchored or weighted at the bottom. An exhaust fan with an adequate filter system may be required to protect the personnel within the confinement.
- Thru and Overhead Trusses: If the roadway is open to traffic, the Contractor shall suspend rigid or flexible 85% impermeable walls both inside and outside the truss from a height of greater than the point to be removed, with the inside

edge resting on the deck and secured by weight, the bottom outside edges fastened within the lower walls attached to the bridge deck in the manner required for girders.

If the roadway is closed to traffic the Contractor shall suspend rigid and flexible 85% walls outside from a height of greater than the point to be removed, with lower edges fastened within the lower walls attached to the bridge deck in the manner required for girders; or suspend a rigid barrier outside the truss with the bottom edge resting on or directly above the roadway and inclined at an angle of 45 degrees with the truss to deposit waste material on the closed roadway. The height shall not be less than the height of the truss, and with the space between the barrier and truss closed with impermeable material, and suspend rigid or flexible walls across the bridge deck between the opposite trusses at both ends of the area to be blasted. The amount of work area allowed for containment on truss bridges shall be reviewed and stamped by a licensed Engineer.

- Over a body of water: If a project site is located within ½ mile upstream of any public water supply intake, the Engineer shall notify the applicable public entity of project activity within 30 days of commencement of paint removal operations.

Rigid or flexible 100% impermeable material may be suspended horizontally beneath the bridge deck to contain the waste material: or suspend scaffolding that supports a platform beneath the bridge deck lined with impermeable material to contain the waste material; or for bridge decks within 50 feet of the water surface, anchor a barge beneath the bridge and use impermeable material to direct waste material to the barge;

Over a narrow body of water the Contractor may use the following methods as an alternate to the methods shown above. Cover a platform above the water surface with 100% impermeable material that overlaps the ground covers; or suspend an impermeable material across the underside of the bridge deck at a point more than half way across the water body to direct paint particles to the farther bank, anchor the containment at the bank so that it overlaps the ground covers, and seal the space above the containment in between the beams, and repeat the procedure in the opposite direction. The rigid or flexible walls used to contain the material from the girders or the trusses shall extend from outside the painted surfaces to the platform or inside the horizontal containment material.

In addition, floating booms shall be employed down gradient of the structure if any waste material is detected floating on the water surface. A skimmer or wet vacuum should be used to capture any waste material or paint chips.

(3) Wind Speed Limitations. The Contractor shall not conduct paint removal operations whenever wind speed or other weather conditions render the containment ineffective or unsafe. If excessive visible emissions of particulate matter occur in the air or in visible deposits on the ground or water surface due to adverse weather conditions, the Contractor shall either halt operations until the weather and/or wind speed is at a workable level or increase design controls to adequately accommodate weather related conditions. The Engineer shall make this determination.

(4) Alternative Method of Removal. The Contractor may propose an alternate method of removal. The alternate proposal shall be submitted to Douglas County at least 30 days in advance of use. The alternative method must be accompanied by site-specific design and engineering controls appropriate for the proposed alternative method. The alternative method must be approved by the Kansas Department of Health and Environment prior to initiation.

f. Waste Material Cleanup, Storage and Treatment.

(1) Cleanup of Waste Material: The Contractor shall clean up all visible deposits of waste material at the end of each workday and store it in secured containers above normal high water elevation, within Douglas County right-of-way as described in further detail in **subsection 714.4f.(3)** below. Recover this material by manual means or by vacuum with filtration, but may not use an air pressure or water stream which redistributes, but does not remove waste material. Material from the roadway and from floating booms shall be collected as needed, but at least once at the end of each day and stored as described above.

(2) Storage of Waste Material: Consider generated waste material a hazardous waste until representative analytical results have been received by Douglas County and the Engineer indicating that the waste is non-hazardous, pursuant to 40 CFR 261 and the Kansas Department of Health and Environment.

(a) While classified as a hazardous waste, store the waste material in accordance with the requirements of K.A.R. 28-31-4(g) or (h). In addition to K.A.R. 28-31-4(g) or (h), in the plan for storage of waste material, include the following:

- Store the waste material in secured drums, bulk hoppers, bins or rollovers. The containers must be clearly marked with the words "Hazardous Waste", the Douglas County Project number and the date upon which the period of accumulation began for each container.
- Store waste containers on an impermeable surface that accommodates sweeping or vacuuming; Stored above normal high water elevation on Douglas County right-of-way unless prior arrangements have been made with the Engineer.
- Do not accumulate hazardous waste for more than 90 days. If an extension of time is needed, seek written approval from Douglas County.
- The Engineer is designated the "Emergency Response Coordinator" and is responsible for coordinating all emergency response measures outlined in K.A.R. 28-31-40(h).

(b) In order to classify generated waste as non-hazardous for onsite purposes, the Contractor will be required to obtain a minimum of two composite samples at the direction and in the presence of the Engineer. The samples must be representative of the total volume of waste generated through that point in time, as determined by the Engineer. The samples shall be submitted to a KDHE certified laboratory and tested for lead in accordance with the TCLP Method SW 1311/7420, pursuant to 40 CFR 261, Appendix II. Proper Chain of Custody forms shall be maintained at all times. The Contractor shall bear the costs of all sampling and analysis.

- If the sample analyses indicate the waste to be non-hazardous, less than 5.0 mg/L, these analytical results serve as representative documentation for the remainder of the waste generated on that project, provided the Contractor does not change the method of paint removal, the type of blast media or any other portion of the paint removal operation that would render the samples non-representative of the total volume of waste. This criteria shall be evaluated at the discretion of the Engineer.
- Douglas County reserves the right to conduct random sampling at any time to insure that paint removal operations have not been altered in such a way as to compromise the representative nature of the original samples. Douglas County will bear the cost of any random sampling ordered unless said sample analysis determines the waste to be hazardous, whereupon the Contractor will be responsible for the cost of the sample analyses. If the

waste is found to be hazardous through random sampling, the entire volume of waste generated shall be considered hazardous.

- Store non-hazardous waste material in secured containers and placed on an impermeable surface which accommodates sweeping or vacuuming. Store at an elevation above normal high water elevation. Store within Douglas County right-of-way unless prior arrangements have been made with the Engineer or his designate.
- Mark each storage container with the Douglas County Project number and the date upon which the period of accumulation began.

(3) Sampling and Analysis of Waste Material.

- Collect representative composite samples of waste material at the direction of and in the presence of the Engineer. Sampling and testing procedures and contaminant limits shall be as described in **subsection 714.4f.(2)(b)** above.
- A minimum of two samples are required and may be the same two samples described as initial waste characterization in **subsection 714.4f.(2)(b)** above. Additional samples will be required in order to total at least two samples per ton of waste generated. The Contractor shall bear the cost of all sampling and analysis.
- All samples collected must fall below the 5.0 mg/L TCLP regulatory requirement in order to dispose of any of the waste as non-hazardous, pursuant to K.A.R. 28-29-109.

(4) Disposal of Waste Material.

(a) If all samples indicate a lead content below 5mg/L, dispose of the entire waste generated as follows:

- Provide documentation confirming the disposal of said waste at a KDHE permitted landfill shall be provided to the Engineer within 15 working days of the disposal. Failure to submit said documentation may result in withholding of final payment to the Contractor until the documentation has been received; or
- Recycle according to **subsection 714.4f.(4)(b)**;
- DO NOT DISPOSE OF THIS MATERIAL AS A HAZARDOUS WASTE.

(b) If any sample indicates a lead content at or above 5 mg/L, recycle the entire volume of waste generated as follows.

- Recycle waste material through an EPA approved lead recycling facility, pursuant to 40 CFR 261.1. For the purposes of transport, the waste may be designated as "recyclable";
- Prior to commencement of the project, documentation confirming the pre-acceptance of the recyclable material by the recycling facility shall be provided to the Engineer;
- Provide the Engineer with documentation identifying the volume of waste transported from the Project site;
- Within 15 business days of acceptance by the EPA approved recycling facility, provide the Engineer and Douglas County documentation confirming the acceptance of the waste and the volume as delineated. Failure to submit said documentation may result in withholding of final payment to the Contractor until the documentation has been received.
- DO NOT DISPOSE OF THIS MATERIAL AS A HAZARDOUS WASTE.

g. Inspection Staff. The Engineer inspection of the surfaces from which the paint has been removed by abrasive blasting will not occur until the air quality inside the enclosure is below the Permissible Exposure Limit (PEL), and preferably below the Action Level (AL). This inspection will occur before any paint is applied to the surface.

The Contractor shall provide the necessary facility for removal of and disposal of protective clothing. The Contractor shall provide a location and facility for the inspector to wash exposed body parts.

h. General Site Clean-up. The Contractor shall be responsible for general clean-up of the job site after paint removal and painting operations have been completed. This included but is not limited to clean-up of all debris associated with paint removal and painting operations, trash generated by Contractor personnel, as well as any excess blast media and/or paint chips. Clean-up shall also include re-establishment of any vegetative cover disturbed by abatement activities, including damage caused by storage equipment and traffic at the site. Lead-bearing waste shall be cleaned up in accordance with the requirements of **subsection 714.4f.** above. Final payment may be withheld until the site has been properly cleaned up. This determination will be made by the Engineer.

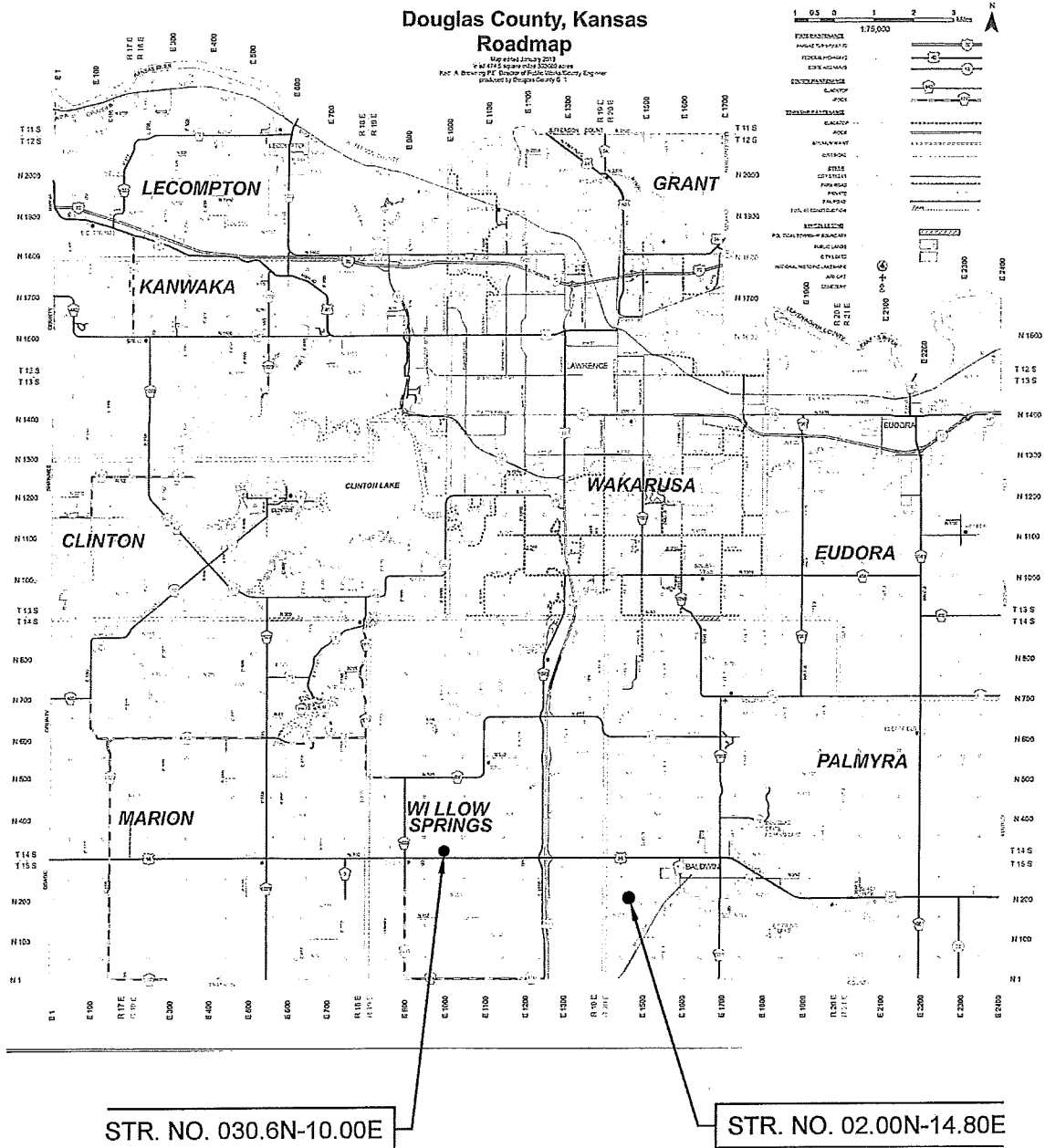
714.5 MEASUREMENT AND PAYMENT

The Engineer will not measure painting of new structural steel for payment. Payment for painting new structural steel is included in the payment for the structural steel.

The Engineer will measure bridge painting, environmental protection and power washing, of existing steel by the lump sum.

Payment for "Bridge Painting", "Environmental Protection" and "Power Wash" at the contract unit prices is full compensation for the specified work.

PROJECT NO. 2018-52 02.00N-14.80E AND 03.06N-10.00E



PROJECT LOCATION MAP

02.00N-14.80E



03.06N-10.00E





DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 206
Lawrence, KS 66044-3064
(785) 330-2863 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Sarah Plinsky, Interim County Administrator/Asst. County Administrator

FROM: Brooke Sauer, Budget Technician

SUBJECT: Adopt resolution to waive GAAP requirements per K.S.A. 75-1120a(a) for FY 2019.

DATE: February 15, 2019

Douglas County financial statements are prepared on a Regulatory Basis and in accordance with the Kansas Municipal Audit and Accounting Guide (KMAAG). Per K.S.A. 75-1120a(c), it is required that the governing body adopt a resolution annually to waive the Generally Accepted Accounting Principles (GAAP) requirement.

The following motion is recommended to approve these items: ***“Adopt resolution to waive GAAP requirements per K.S.A. 75-1120a(a) for FY 2019.”***

**A RESOLUTION WAIVING GAAP PROCEDURES BY THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS**

WHEREAS, The Board of County Commissioners, Douglas County, Kansas, has determined that the financial statements and financial reports for the year ended 2019 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of County Commissioners or the members of the general public of Douglas County and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2019.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of Douglas County, Kansas, in regular meeting duly assembled this 20th day of February, 2019 that the Board of County Commissioners waives the requirements of K.S.A. 75-1120a(a) as they apply to Douglas County for the year ended 2019.

BE IT FURTHER RESOLVED that Douglas County shall cause the financial statements and financial reports of Douglas County to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

This Resolution shall take effect and be in force from and after its adoption.

IN WITNESS WHEREOF, the foregoing Resolution was adopted this 20th day of February, 2019.

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

Michelle Derousseau, Chair

Nancy Thellman, Commissioner

ATTEST:

Jameson D. Shew

Patrick Kelly, Commissioner

Peggy C. Kittel, Chief Judge

Amy J. Hanley, Judge

Sally D. Pokorny, Judge

Kay Huff, Judge

James R. McCabria, Judge

Paula B. Martin, Judge

James T. George, Pro Tem Judge

Bethany Roberts, Juvenile Judge

DOUGLAS COUNTY DISTRICT COURT
Seventh Judicial District
Judicial Center, 111 E. 11th St.
Lawrence, Kansas 66044-2966



Linda Koester-Vogelsang
Court Administrator,
785-832-5264

Douglas A. Hamilton
Clerk of the District Court,
785-832-5333

Melinda Wynn
Chief Court Services Officer,
785-832-5218

Katy Nitcher
Court Trustee,
785-832-5315

Heather Krase-Minnick
Citizen Review Board Director,
785-832-5219

MEMO TO: Board of County Commissioners

FROM: Linda Koester-Vogelsang, District Court Administrator

SUBJECT: Hire Programmer/Analyst for Douglas County District Court

DATE: February 7, 2019

Douglas County District Court is seeking Douglas County support to provide statistical caseload analysis for the Douglas County District Court judges and the Douglas County Commissioners.

Douglas County District Court has one FTE programmer II paid by the State of Kansas. The court programmer is kept constantly busy maintaining the Court Case management system, digital recording systems in eight courtrooms and the technology and AV equipment in those eight courtrooms.

The Douglas County judges are eager for information to assist with the efficiency of the courts. Unfortunately, the Court does not have the necessary staff to provide that information to the judges or the County Commissioners when there are inquiries.

The Chief Judge has had discussions with the Interim County Administrator, law enforcement and Criminal Justice Services. The recommendation has been to request that the Board of County Commissioners approve a Programmer I position for the Douglas County District Court.

Therefore, Douglas County District Court requests the Board's approval to hire a Programmer I position for the District Court. The salary for this position would not exceed \$49,708, with fringe estimated at \$22,622, for an overall cost of \$72,330.

The following motion is recommended to approve these items: ***"Approve an increase to the Douglas County District Court Budget for a Programmer/Analyst position."***



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

Memorandum

To: Board of County Commissioners
From: Sarah Plinsky, Interim County Administrator
Date: January 23, 2019
RE: Hold a public hearing for an Alternative Project Delivery Program for Douglas County Correctional Facility

Per direction from the Board of County Commissioners, staff is recommending that the County secure the services of a Construction Manager at Risk to assist in the design of an expansion to the Douglas County Correctional Facility (DCCF). Over the last several years, and specifically as last discussed on January 16, 2019, the county has been studying an expansion at the DCCF. A construction manager can provide enhanced expertise on cost estimating during the design development and construction document development process. Soliciting and contracting with a construction manager doesn't approve the project at this time. Once preconstruction is complete, construction documents will be prepared and the project will be bid, the Construction Manager at Risk will agree to perform the work for a Guaranteed Maximum Price (GMP) which will include within it its costs of the work, plus fixed percentages for General Conditions and Fee. The GMP and total project budget will be submitted to the Commission for approval.

To date, an architect has been retained to prepare the design up through the schematic design stage with the intention that the County will evaluate the feasibility and practicality of going forward into construction. Bringing a contractor on board early in the design process as a "construction manager at risk" ("CMR") can increase the efficiency and cost effectiveness of the project's construction and end product. CMRs are not allowed under the County's default design-bid-build procurement statute, but are authorized for counties in KSA 19-216b *et seq* which allow for a CMR. The BOCC is requesting alternative delivery procurement through a CMR under that authorization.

The following requirements must be met.

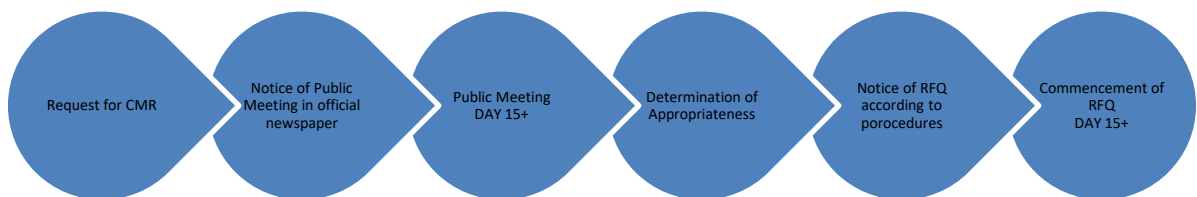
First, when a request is made for alternative delivery procurement by the County, the County must publish a notice in the official county newspaper that the BOCC will be

holding a public meeting with the opportunity for comment on such request. Notice shall be published at least 15 days prior to the hearing.

Second, after a public hearing in which there is opportunity for comment, the BOCC must determine and find that:

1. The authorization for CMR is for the sole and exclusive use of “planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots”.
2. The use of a CMR is appropriate to this situation. In making such determination, the BOCC may consider:
 - (1) The likelihood that the CMR will serve the public interest by providing substantial savings of time or money over the traditional design-bid-build delivery process.
 - (2) The ability to overlap design and construction phases is required to meet the needs of the County.
 - (3) The project presents significant phasing or technical complexities, or both, requiring the use of an integrated team of designers and constructors to solve project challenges during the design or preconstruction phase.
 - (4) The use of a CMR will not encourage favoritism in awarding the public contract or substantially diminish competition for the public contract.

Third, assuming such determinations have been made, the County shall publish a notice of the request for qualifications and proposals as outlined in the Finance Policy. So as to best facilitate the selection of a CMR, staff will name an Evaluating Committee to handle the process and ultimately make a final recommendation to the BOCC for selection.



The notice of the Public Hearing was published before February 5.

Suggested Motion: ***“Authorize the use of the Construction Manager at Risk delivery method for the sole and exclusive use of planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or***

stand-alone parking lots for the Douglas County Correctional Facility expansion project.”

From: [County Commissioner - Thellman, Nancy](#)
To: [AD - Crabtree, Robin](#)
Cc: [ADS - Plinsky, Sarah](#)
Subject: Fwd: Feb 20 - CMR agenda items
Date: Monday, February 18, 2019 5:20:43 PM

Robin,
This fellow is asking for his questions to be part of the public record—so would you please add to the packet as public correspondence? Thanks
Nancy

Sent from my iPad

Begin forwarded message:

From: <wilbur45@sunflower.com>
Date: February 18, 2019 at 3:26:20 PM CST
To: <mderusseau@douglascountyks.org>, <nthellman@douglascountyks.org>, <pkelly@douglascountyks.org>, <splinsky@douglascountyks.org>
Cc: <mclark@ljworld.com>
Subject: Feb 20 - CMR agenda items

Good afternoon Commissioners/Staff - I had a couple questions regarding items #3 and #4 on Wednesday's agenda.

1) Criterion #1 indicates that the CMR will "serve the public interest by providing substantial savings of time or money over the traditional design-bid-build delivery process".

Obviously I understand the time savings. Do we have an initial cost savings estimate for the CMR strategy on each project?

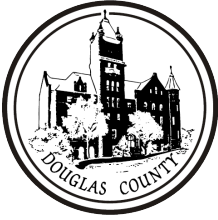
2) Criterion #4 indicates that the CMR "will not encourage favoritism in awarding the public contract or substantially diminish competition for the public contract".

How do we determine whether competition is diminished under the CMR strategy? It appears the open period for the RFQ is 15 days (correct me if I am wrong). That seems like a very short period to solicit quotes for 2 complex projects.

Can you please ensure these queries are entered into the public record?

Thanks for your time!

Patrick Wilbur
Treasurer, Lawrence Sunset Alliance
521 Durham Court
Lawrence, KS 66049



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

Memorandum

To: Board of County Commissioners
From: Sarah Plinsky, Interim County Administrator
Date: January 23, 2019
RE: Hold a public hearing for an Alternative Project Delivery Program for the Tier 2 and Tier 3 Behavioral Health Housing Projects

Per direction from the Board of County Commissioners, staff is recommending that the County secure the services of a Construction Manager at Risk to assist in the design of an expansion to the Tier 2 and Tier 3 behavioral health housing projects. Following passage of Proposition 1 in November, 2018, Douglas County has engaged in a partnership with Bert Nash Community Mental Health Center and the Lawrence Douglas County Housing Authority to construct transitional and permanent supportive housing facilities and individual units located adjacent to the proposed mental health crisis center. A construction manager can provide enhanced expertise on cost estimating during the design development and construction document development process. Soliciting and contracting with a construction manager doesn't approve the project at this time. Once preconstruction is complete, construction documents will be prepared and the project will be bid, the Construction Manager at Risk will agree to perform the work for a Guaranteed Maximum Price (GMP) which will include within it its costs of the work, plus fixed percentages for General Conditions and Fee. The GMP and total project budget will be submitted to the Commission for approval.

To date, an architect has been retained to prepare the design up through the schematic design stage with the intention that the County will evaluate the feasibility and practicality of going forward into construction. Bringing a contractor on board early in the design process as a "construction manager at risk" ("CMR") can increase the efficiency and cost effectiveness of the project's construction and end product. CMRs are not allowed under the County's default design-bid-build procurement statute, but are authorized for counties in KSA 19-216b *et seq* which allow for a CMR. The BOCC is requesting alternative delivery procurement through a CMR under that authorization.

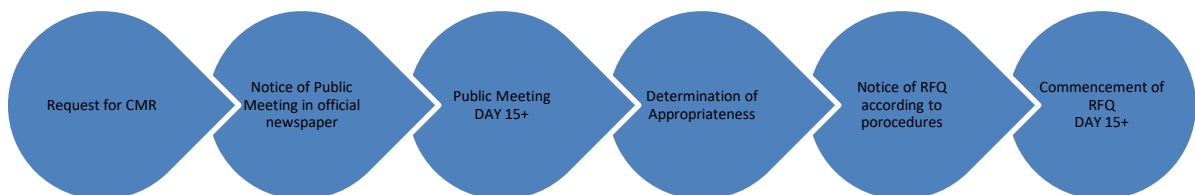
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First, when a request is made for alternative delivery procurement by the County, the County must publish a notice in the official county newspaper that the BOCC will be holding a public meeting with the opportunity for comment on such request. Notice shall be published at least 15 days prior to the hearing.

Second, after a public hearing in which there is opportunity for comment, the BOCC must determine and find that:

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The notice of the Public Hearing was published before February 5.

Suggested Motion: ***“Authorize the use of the Construction Manager at Risk delivery method for the sole and exclusive use of planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or***

appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots for the Tier 2 and Tier 3 behavioral health housing projects.”

From: [County Commissioner - Thellman, Nancy](#)
To: [AD - Crabtree, Robin](#)
Cc: [ADS - Plinsky, Sarah](#)
Subject: Fwd: Feb 20 - CMR agenda items
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Cc: <mclark@ljworld.com>
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Patrick Wilbur
Treasurer, Lawrence Sunset Alliance
521 Durham Court
Lawrence, KS 66049



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splinsky@douglscountyks.org

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Amend agreement with Treanor HL for Tier II and Tier III Housing Projects at Douglas County Recovery Campus

DATE: February 20, 2019

On May 8, 2017 the Board of County Commissioners approved Standard Form of Agreement Between Owner and Architect for planning, designing and building the Douglas County Mental Health Crisis Center project with Treanor HL Architects. A copy of this agreement is attached for reference. During this same time period, Douglas County utilized Treanor HL Architects to perform design services of the identified programmatic needs for several facilities and functional needs that were formulated by Douglas County and partner agencies (Bert Nash and LDCHA), herein referred to as the Supportive Housing Work Group, on the Douglas County Recovery Campus. This work group developed programs for the identified buildings and looked at different organizational concepts for the site, its circulation and possible arrangements of buildings, considering existing and future infrastructure needs.

Over the past 18 months the Supportive Housing Work Group has convened on a regular basis to consult with Chris Cunningham and Walker Douglas, Associate Principals at Treanor HL to develop the site plan and initial designs for the Tier II and Tier III housing projects at the Douglas County Recovery Campus. Upon approval of this amended agreement Cunningham and Douglas will remain involved in this project as design concepts are finalized and the County moves towards Construction Documents.

The attached amended agreement reflects a modified scope of work from the previous agreement to include the Tier II and Tier III housing projects and the estimated costs associated with planning, design, and construction of these projects. Compensation associated with services is based upon an assumed project cost of \$3,500,000 for the Tier II and Tier III projects, of which Treanor HL will be paid 8%, or approximately \$280,000. This agreement has been reviewed by the County Counselor.

The following motion is recommended to approve these items: ***“Approve an Addendum to Standard Form of Agreement Between Owner and Architect with the Treanor HL to for the Tier II and Tier III Housing Projects at the Douglas County Recovery Campus.”***

ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

This ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT (this "Agreement"), dated as of February __, 2019 (the "**Effective Date**"), is entered into between The Board of County Commissioners for Douglas County, Kansas ("**Owner**"), having an address at 1100 Massachusetts Street, Lawrence, Kansas 66044, and TreanorHL, P.A., a Kansas professional association ("**Architect**"), having an address at 1040 Vermont. This Addendum amends the original Standard Form of Agreement Between Owner and Architect dated May 8, 2017 (the "**Original Agreement**"), as follows:

TITLE PAGE:

The "Project" is amended as follows:

Douglas County Mental Health Crisis Center and Tier II and Tier III Project, as defined in section 1.1 hereof.

The "Architect" is amended as follows:

TreanorHL, P.A., a Kansas Professional Association

ARTICLE 1 – INITIAL INFORMATION:

Section 1.1 is amended to add the following additional scope of work to the Original Agreement:

The Project also involves the planning, design and administration of 4 buildings located at 2nd and Maine. The first component is referred to as the Tier II housing. It will be a 2 story transitional housing building with a basement. The building will have an administrative office area along with the required living and sleeping components. This building will be designed to house 12 occupants in 8 bedrooms on the upper level. The second component to this project is the Tier III housing, permanent housing. This housing will consist of 10 one bedroom housing units. The housing units will be separated into 3 buildings. These buildings will be located adjacent to the planned Mental Health Crisis Center, and are generally referred to as the Tier II building and Tier III apartments (the "**Tier II & Tier III Project**").

Section 1.2.1 is amended to add the following:

Commencement of construction date: The parties anticipate the commencement of construction for the Tier II & Tier III Project shall be in the Summer of 2019.

Section 1.2.2 is amended to add the following:

Substantial completion date for Tier II and Tier III Project is anticipated to be Spring of 2020.

ARTICLE 3 –SCOPE OF ARCHITECT’S BASIC SERVICES

Section 3.1 is amended to add the following:

The Basic Services additionally include those described in this Article 3 and include usual and customary structural, mechanical and electrical engineering services expressly and impliedly required to satisfy the applicable standard of care and to design the Tier II and Tier III Project such that the physical structure and its components meet applicable building codes, U.S. Department of Housing and Urban Development (“HUD”) requirements, and licensing / funding requirements so that the buildings can be used for transitional and long-term supported housing.

Section 3.1.3: the first sentence is amended to state as follows:

As soon as practicable after the date of this Agreement and this Addendum, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services for the Work and for the Tier II and Tier III Project.

Section 3.1.5: the first sentence is amended to state as follows:

The Architect shall review laws, codes and regulations applicable to the Architect’s services and the anticipated uses of the mental health crisis center and the Tier II and Tier III Project.

Section 3.1.5: an additional sentence is added as follows:

Subject to the applicable standard of care, in designing the Tier II and Tier III Project, the Architect shall respond to applicable design requirements imposed by permitting and regulatory authorities, including but not limited to the City of Lawrence and HUD, so that the Tier II and Tier III Project, when built, can be utilized to provide transitional and long-term supported housing to the fullest extent authorized by applicable law and licensing / funding authorities.

Section 3.1.7.2: an additional sentence is added as follows:

Upon execution of this Addendum, Architect will proceed to perform the Schematic and Design Development Phase Services for the Tier II and Tier III Project in the same manner as provided in this section.

Section 3.1.8.1: the first sentence is amended to state as follows:

A rigorous understanding of best practices in mental health crisis center and transitional and long-term supported housing design, including how the design affects and facilitates functionality and operations, with an eye toward the future needs of the population to be served and potential future opportunities to provide additional services;

Section 3.2.1: the first sentence is amended to state as follows:

The Architect shall assist the Owner in preparing the program and shall review laws, codes, and regulations applicable to the Architect's services and the anticipated uses of the mental health crisis center and the Tier II and Tier III Project so that the Project when built can be utilized to provide inpatient and outpatient mental health and substance abuse treatment services and transitional and long-term supported housing to the fullest extent authorized by applicable law and accrediting / funding authorities (e.g., KDHE, KDADS, CMS, Medicare, Medicaid) and, with respect to the Tier II and Tier III Project, the City of Lawrence, HUD, and licensing / funding authorities. Nothing contained herein shall be construed as a guarantee concerning operational issues that are outside the scope of Architect's work.

Section 3.2.9: an additional sentence is added as follows:

Upon the Owner's approval of the Schematic Design Documents for the Tier II and Tier III Project, and on the Owner's written authorization of any adjustments in the Tier II and Tier III Project requirements and the budget for the Cost of the Tier II and Tier III Project Work, the Architect shall prepare Design Development Documents for the Owner's approval.

Section 3.4.2: the first sentence is amended to state as follows:

With respect to the Project, the Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project so that the Project when built can be utilized to provide inpatient and outpatient mental health and substance abuse treatment services and transitional and long-term supported housing to the fullest extent authorized by applicable law and accrediting / funding authorities (KDHE, KDADS, CMS, Medicare, Medicaid) and, with respect to the Tier II and Tier III Project, the City of Lawrence, HUD, and licensing / funding authorities.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

Section 5.3: the first sentence is amended to state as follows:

Interim County Administrator Sarah Plinsky is the Owner's primary representative authorized to act on the Owner's behalf with respect to the Project.

ARTICLE 11 – COMPENSATION:

Section 11.1: the third sentence is amended to state as follows:

Until the estimated Cost of the Work for the Tier II and Tier III Project has been determined as part of the Schematic and Design Development Phase, Architect's compensation will be based upon an assumed Cost of the Work of \$3,500,000 for the Tier II and Tier III Project.

Section 11.1, the eighth sentence is amended to state as follows:

If Owner and Architect cannot agree on the estimated Cost of the Work for the Tier II and Tier III Project at the conclusion of the Schematic and Design Development Phase, the figure of \$3,500,000 shall control until such time as the Owner and Architect come to agreement or the reasonable Cost of the Work is adjudicated by a court of competent jurisdiction.

Section 11.1 is additionally amended to add the following:

For the Architect's Basic Services rendered in connection with the Tier II and Tier III Project, Architect shall be paid 8% of the Cost of the Work, which is currently estimated to be \$3,500,000, or approximately \$280,000.

Section 11.5: the following sentence is added to this section:

These percentages will be applied separately to work associated with the mental health crisis center, on the one hand, and the Tier II and Tier III Project, on the other.

All other terms and conditions of the Original Agreement remain the same and shall govern the Tier II and Tier III Project in addition to the Project described in the Original Agreement. Architect's work in connection with the Tier II and Tier III Project shall proceed independently of Architect's work in connection with the mental health crisis center (i.e., on a separate track from the work on the mental health crisis center design and construction). However, Architect's work on the Tier II and Tier III Project shall be governed by the same phases, processes, procedures, percentages, and other terms and conditions as outlined for Architect's work on the mental health crisis center as if made expressly applicable to the Tier II and Tier III Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

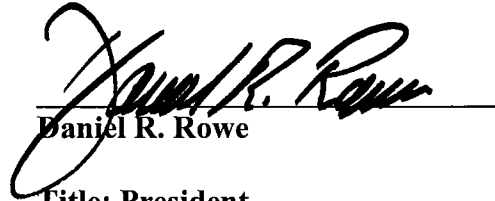
(signatures on next page)

OWNER:

The Board of County Commissioners
For Douglas County, Kansas

ARCHITECT:

TreanorHL, P.A., a Kansas Professional
Association



Daniel R. Rowe

By: _____

Sarah Plinsky

Title: President

Title: Interim County Administrator



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5157 Fax (785)-832-5148
hschnoes@douglascountyks.org

Helen Schnoes
Sustainability & Food
Systems Planner, AICP

Memo to: Douglas County Board of County Commissioners
Sarah Plinsky, Interim County Administrator

From: Helen Schnoes, Sustainability & Food Systems Planner

Subject: Countywide Parks & Open Space Planning in Douglas County

Date: February 14, 2019

[*Horizon 2020*](#), the Comprehensive Plan for Lawrence and unincorporated Douglas County, provides direction for enhanced parks and open space planning, coordination, and protection in our community. The current comprehensive plans for [Baldwin City](#) and [Eudora](#) also call for parks planning and open space preservation. Despite the holistic vision expressed by these guiding documents (see Staff Report), a gap exists in how the County and its partners can strategically advance implementation. No documented strategy currently exists for determining how, when, or where the County should plan for parks and open space system development, preservation, and funding. Chapter Fourteen: Specific Plans in *Horizon 2020* offers direction for how a Specific Issue Plan can “provide the focused guidance necessary for a proper decision making regarding an area’s future” (14-1) in support of Comprehensive Plan implementation.

The County has made progress through the work of the ECO² Commission (referenced in *Horizon 2020*) to cultivate dialogue about preservation. The creation and funding of the [Heritage Conservation Council](#) (HCC) brought new resources and capacity to advance analysis and action for local preservation. A 2014 HCC grant funded the Kansas Biological Survey to conduct a [Douglas County Natural Areas Inventory](#), finding that of the 0.5% original prairie remaining in 2005, an additional 18% was lost in the subsequent 10 years. A second HCC grant project, to conclude this summer, will further identify high-priority native prairies and woodlands in the County for preservation, building on preliminary findings in the Natural Areas Inventory.

The County-funded work of KBS prompted internal staff conversations about the role of the County in parks and open space planning and implementation. [Following community forums hosted by KBS](#) in 2018, some landowners with recreationally-optimal and/or ecologically-important lands contacted the Zoning and Codes Office about acquisition or conservation options. The Sustainability Office conducted preliminary research to understand how other communities have pursued countywide parks and open space coordination, enhancement, and implementation. This included interviews with open space planners in other communities and best practice research, including guidance within the [STAR sustainability framework](#).



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Helen Schnoes
Sustainability & Food
Systems Planner, AICP

The creation of a Countywide Parks and Open Space Plan based upon robust community engagement and geospatial analysis is a common step to inform more specific action to implement identified community priorities. To determine next steps, staff requests Commission direction and has prepared the attached Staff Report with additional background and options for next steps, including creation and approval of a project charter. The project charter would include scope of work, estimated budget, and key timeline milestones for creation of a Countywide Parks and Open Space Plan, to support strategic implementation of *Horizon 2020*.

Recommended Action: Direct staff to prepare an open space planning project charter for future Commission consideration.

STAFF REPORT: POTENTIAL PROCESS INITIATION FOR COUNTYWIDE PARKS AND OPEN SPACE PLAN DEVELOPMENT.

To support Commission consideration of launching a Countywide Parks and Open Space plan development process, Lawrence-Douglas County Sustainability staff has prepared the following report, summarized below.

For Douglas County Board of County Commissioners consideration on February 20, 2019.

Summary

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Next Steps (Pending Commission Direction; 6-months)

County Commission Decision Points

1. **Approval of Project Charter** to establish shared expectations, scope of work, estimated budget, roles, and timeline/deliverable milestones for Countywide Parks and Open Space Plan development process. *Timing dependent upon Commission direction on items below.*
2. **Creation of a Steering Committee or Taskforce** to aid in process oversight. *Possible at several milestones, including upon project charter adoption, once funding for the Countywide Parks and Open Space Plan process has been secured, or once a consultant has been contracted to lead the planning process, among others.*

Proposed Actions Steps Needing Commission Direction

- A. **Draft of Douglas County Parks and Open Space Asset Inventory** to inform project charter development and present to County Commission inform further discussion.
- B. **April Study Session with County Commission** to discuss what should be in a draft project charter, or to review a draft project charter and provide guidance for revision in advance of Commission approval. Stakeholder groups and agency partners with parks and open space expertise and interest, particularly in unincorporated Douglas County, could be invited to present and give comments at this time or soon thereafter.
- C. **Engagement with other governing bodies** from county municipalities, townships, and relevant staff to inform project charter development and approval process, such as staff coordination, formal presentations, or Commission-led conversations. Engagement could also include the Lawrence-Douglas County Planning Commission as deemed appropriate.
- D. **Agenda item at Joint City-County-School Board meeting** about process.
- E. **Learning tours within Douglas County** to current parks and open space sites.

Proposed Action Steps to Be Staff-Led

- A. **Engagement with Historic Conservation Council** for input on role, scope, and process in advance of project charter development.
- B. **Targeted stakeholder informal meetings** to identify current interests, concerns, aligned opportunities, and potential roles to inform project charter development.
- C. **Submission of Peer to Peer Learning Exchange Grant in March** through Urban Sustainability Directors' Network (USDN). *Suggested before approval project charter.*
- D. **Host regional convening in May** with peer communities who bring a diversity of examples and experience with Countywide Parks and Open Space Plan development and implementation. *Pending award of the USDN Peer to Peer Learning Exchange Grant.*
- E. **Identify budget requests for 2020** budget process consideration related to the effort.
- F. **Submission of Partners for Places Grant in July** through Urban Sustainability Directors' Network pending development of foundation partnership for matching funds. Include key characteristics, skills, and areas of expertise needed for Countywide Parks and Open Space Planning consultant. *Suggested after approval of project.*

Subsequent community engagement, planning process, and Countywide Parks and Open Space Plan drafting and adoption not included within this 6-month time horizon. The project charter, Partners for Places Grant (or other funding as identified), and creation of a stakeholder oversight group will all provide greater direction for these important later steps.

Foundation in Horizon 2020

Throughout *Horizon 2020* there exists a clear vision for enhanced Parks, Recreation, and Open Space planning, coordination, financing, and development in Douglas County, including unincorporated areas.

Role of the County

In the opening to the Chapter Nine: Park, Recreation, and Open Space Areas and Facilities, the plan states:

It is important that the County take an active role in preserving unique landscapes, open spaces, and historic sites that present recreational opportunities. It is also important that the County work in partnership with the communities of Baldwin City, Eudora, Lawrence, and Leocompton to help create a regional park, recreation, and open space system that ties the communities together and furthers the intent of each community's desire to provide quality services to its residents and visitors. (9-1)

Definition and Description of Need

Definitions are included in *Horizon 2020* for various parks and open space facility types (9-9, 9-10). Among a range of facility types, definitions include the following.

Open Space Areas are defined as a range of land uses and community assets: “provides visual & psychological relief from the built environment; public access via trails & walkways to these areas is important to provide passive recreational opportunities where it is compatible with resource protection & environmental regulations; open space areas may or may not be improved, but can include playfields, trails, greenbelts/greenways, community gardens, farmed areas, buffers between land uses of differing intensities, such as residential & commercial or industrial activity, areas within community or neighborhood parks which are left in their natural state, & other environmentally sensitive areas.”

Natural Area, as a parks and recreation term, “describes any area with critical environmental resources such as, native ecosystems including those historically unaltered by man since 1800, riparian forest, wildlife habitat, floodplains & drainageways, steep slopes & rock outcroppings, wetlands, & mature woodlands like the corridor that runs from Baldwin Woods to Clinton Lake.”

Description of Need

The Lawrence Parks & Recreation Department maintains a Comprehensive Master Plan. For the creation of *Horizon 2020*, the public involvement of that process influenced descriptions of need for various parks, recreation, and open space facility types. When looking at Open Space & Greenways, the Lawrence-focused engagement drew out the need for a countywide approach.

- **Open Space & Greenways:** “Natural areas are desired, especially through the establishment of greenbelts & greenways, as the community continues to grow outward into the unincorporated areas of Douglas County; an open space network is envisioned to provide ecological & recreational connections throughout Douglas County preserving the community's floodplains, wetlands, wildlife habitat, steep slopes & rock outcroppings, native prairie remnants, historic sites, agricultural lands, & other environmentally

sensitive areas; greenways would in particular connect people to the Wakarusa and Kansas rivers, and the Clinton Reservoir; a major greenbelt around the city would connect the four cornerstone natural areas.” (9-5, 9-6)

Strategies

Strategies featured in the chapter introduction (9-2) include:

- “Coordinate parks, recreation, and open space planning and development between the City of Lawrence and unincorporated Douglas County to provide overlapping and connecting park and recreation opportunities. Additionally, the City and County should more carefully coordinate park and open space acquisition in the Lawrence Urban Growth Area.”
- “Develop a communication network between all city and county departments, the partners who aide in parks and recreation, and the community to increase awareness, understanding, and advocacy.”
- “Develop regional parks that create a strong sense of community pride and livability.”
- “Coordinate with private property owners to provide additional opportunities for open space preservation beyond publically owned parks, such as, through agriculture use, land trusts, buffers, and easements.”

Priority Natural Areas

“**Priority natural areas**” were identified in *Horizon 2020*’s public engagement process for unincorporated Douglas County that “should be protected or acquired due to their unique environmental and natural contributions to the County” (9-6). The Plan then lists a number of creative and innovative techniques to consider and encourage for land acquisition (9-8, 9-9)

1. “Natural corridors along the Kansas River, the Wakarusa River, and a corridor between Douglas County State Lake, Lone Star Lake, and Clinton Reservoir.”
2. “Clusters of undisturbed tallgrass prairies in northwest and southeast Douglas County.”
3. “Additionally, there are a number of historic sites in unincorporated Douglas County that hold opportunities for preserving open space and becoming part of the overall park, recreation, and open space systems.”

Asset Inventory – In Progress

County staff have initiated work to conduct an asset inventory to inform the potential Countywide Parks and Open Space planning process, drawing on recent wins like the further development of the Lawrence Loop, the Baldwin City easement for trail creation to Ottawa, preservation of parts of Baldwin Woods, as well as losses, as highlighted in the Kansas Biological Survey Natural Resource Inventory. Commission direction for key questions to ask in further analysis is welcome.

Purposes for Increased Preservation

Purposes for increased preservation of natural areas and open spaces for unincorporated Douglas County are also outlined in *Horizon 2020* (9-6), including:

- Maintaining rural character
- Providing regional recreational opportunities for trails and community connections
- Encouraging sustainable agricultural practices
- Increasing stormwater and floodwater management capabilities
- Improving wildlife habitat quality
- Enhancing overall ecological function

Specific Goals and Policies – Chapter Nine: Parks, Recreation, and Open Space

Specific Goals and Policies of *Horizon 2020* establish the following foundation for action and further implementation through a more strategically-focused Countywide Parks and Open Space Plan, with the **need for “guidelines to provide direction”** (9-16). The areas for future parks are only referenced within the Lawrence Urban Growth Area (9-25, Map 9-1), which while important, omits other areas evoked elsewhere as important for countywide efforts. In addition to those highlighted below, further goals and policies in Chapter Nine express the need to consider linkages with the long-range transportation plan, bike plan, as well as linkages for ecological processes. Other chapters of *Horizon 2020* also relate to intentional parks and open space efforts, including Chapter 16: The Environment.

Goal 1: Coordinated and Cooperative Planning and Development (9-11)

- **Policy 1.2: Encourage Private/Public Partnerships and Innovative Techniques for Land Acquisition and Open Space Preservation (9-12)**
 - a. Identify, encourage, and provide incentives for land dedication or other voluntary mechanisms that protect natural and/or historic areas of Lawrence and unincorporated Douglas County for ecological or recreational purposes.
 - b. Encourage the use of easements, landowner agreements, and deed restrictions across private property for multiple-use trails and open space areas, especially natural and/or historic areas.
 - c. Establish a public education and awareness program on the benefits of a park, recreation, and open space system, especially those with natural and/or historic areas.
 - d. Encourage the further evaluation and use of the “Parkland and Open Space Acquisition Methods” outlined in this Chapter (pages 9-7 – 9-9).
- **Policy 1.3: Provide Funding Mechanisms for Maintenance and Acquisition (9-12, 9-13)**

Goal 3: Expand the Existing Parks, Recreation, and Open Space System (9-16)

- **Policy 3.1: Identify Future Parklands and Open Space Areas**
 - b. Facilitate the development of new park, recreation, and open space areas and facilitates as necessary to stay ahead of anticipated growth and to meet community demand or as unique opportunities arise to do so.
 - f. Establish a greenbelt / greenway system that connects the community’s parks, recreation, and open space system and provides increased recreational opportunities, promotes the natural character of the area, and preserves the ecological integrity of natural systems.

- g. Establish a greenbelt / greenway system encircling the community that connects the four cornerstone natural areas including Clinton Reservoir, the Wakarusa River, and the Kansas River.
- i. Use research on historic sites to locate and establish parks and open space that preserve and promote the history of the community.

Continued Community Interest

Great interest continues to exist among Douglas County residents for parks, open space, and protection of natural areas. [Statistically-valid results from the 2014 ETC Survey](#) commissioned as part of the compressive plan update to inform the currently drafted *Plan 2040* demonstrated this continued support. Regarding the importance of city and county services, 94% of respondents cited parks, recreation, and open space as “somewhat important” or “very important” (page 5). The chart and map below are excerpted from the full survey report compiled by ETC for City of Lawrence and Douglas County in June 2014. Data was collected from residents via mail, web, and phone.

Figure 1: Level of Agreement with Statements that could Describe the Community Vision About the Future

Among a number of proffered statements “that could describe the community vision about the future,” the second-highest score was for “better protection of natural resources” (77% strongly agree or agree) and the sixth-highest score was for “more parks and open space” (69% strongly agree or agree) (page 10, included below).

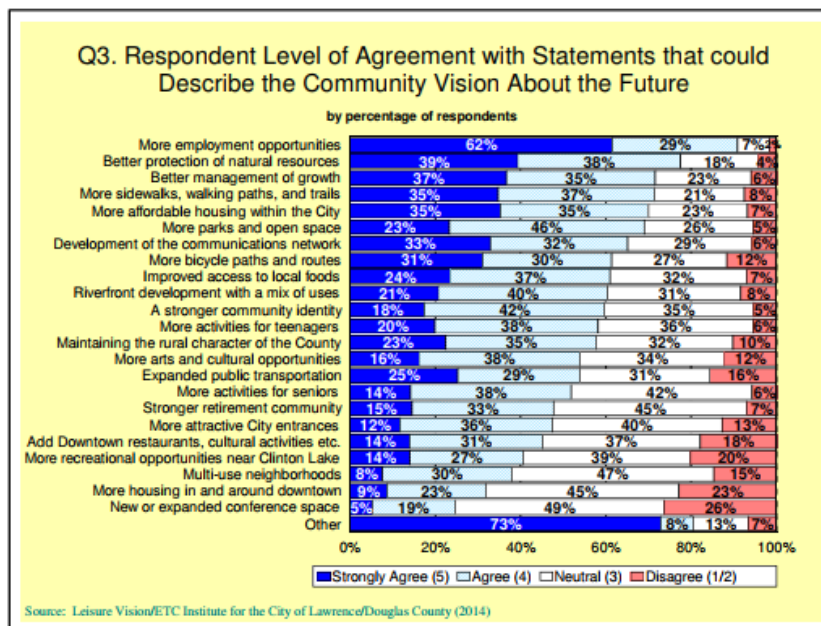
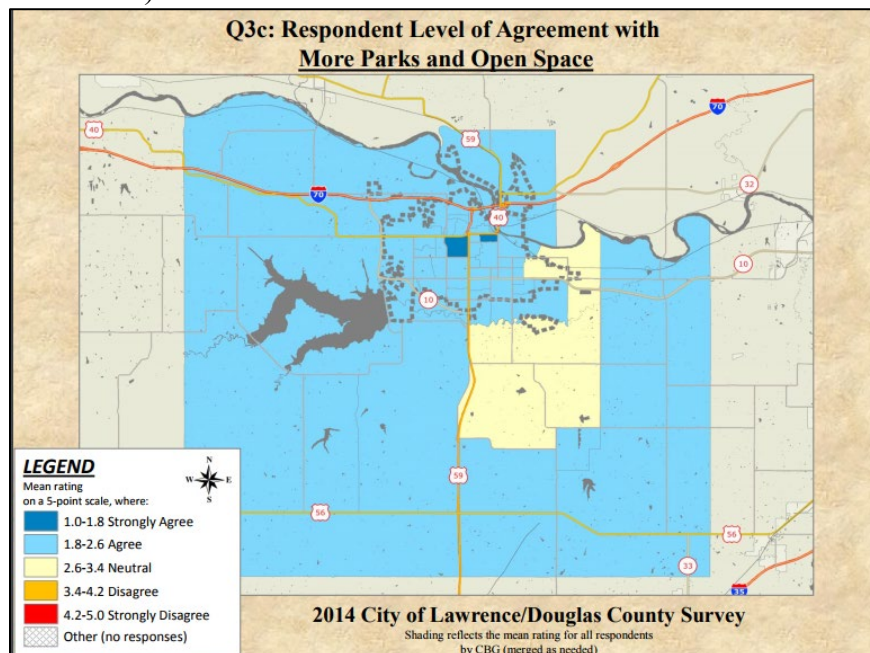


Figure 2: Level of Agreement with More Parks and Open Space, Mean Rating by Census Block Group

Across Douglas County, the mean results for the level of agreement concerning parks and open space was “strongly agree” or “agree,” save one region where the mean response was “neutral.” (page 48, included below).



Connection to Other Plans

City of Lawrence Parks and Recreation Comprehensive Master Plan

The City of Lawrence maintains a **Parks and Recreation Comprehensive Master Plan** that *Horizon 2020* incorporates by direct reference as a more focused implementation strategy document for planning, management, and future operations. An [updated PRCMP](#) was adopted in 2017 and will be incorporated by reference into the [draft Plan 2040](#) (currently under review by the Planning Commission). Priorities in the new PRCMP include:

- Enhancing trail connectivity, including completing the Lawrence Loop trail (page 127)
- Prioritization of land acquisition to the south and west of Lawrence (page 128)
- “Open spaces and natural areas,” which ranked as the most important category in the community survey used to inform the PRCMP (page 128)

Since the plan’s adoption in 2017, progress has been made, including the recent award of \$480,000 in funding from the Kansas Department of Transportation’s Transportation Alternatives Program for the 2020 Fiscal Year to support completion of the Lawrence Loop. This spring, the Kansas Land Trust plans to plant native prairie grasses at the City-owned Lawrence Nature Park as part of enhancing ecological and biodiversity growth in the preserve area, as well as offering new trail opportunities. The Kansas Land Trust holds development rights to the park.

While *Horizon 2020* states that the PRCMP “helps plan for future parks and recreational opportunities for residents of Lawrence and unincorporated Douglas County” (9-1), the 2017

PRCMP has an exclusive City of Lawrence orientation, is only adopted by the City of Lawrence Commission, and does not include the county's full geography. **A Countywide Parks and Open Space Plan for Douglas County could complement the PRCMP and provide the missing strategic implementation framework to help the County advance the vision, goals, and policies of *Horizon 2020* and county residents.**

Baldwin City Comprehensive Plan

In addition to a number of stated goals and policies concerning parks and open space, the [Baldwin City comprehensive plan](#) includes Section 11: Community Development Guiding Principles which encourages development to occur while the City also aims to:

- **11.8 Recognize Environmental Stewardship**, noting the importance of county coordination to advance various stewardship goals (page 74).
- **11.9 Provide Recreational Facilities and Open Space**, noting that “Making the financial commitment to purchase land in advance of new subdivision growth is a sign of progressive planning and foresight. This plan hopes to instill a community vision where parks and open space contribute to the small town character and market attractiveness for new families;” and that “Another key recreation and open space asset valuable to Baldwin City is the Douglas County State Lake. Every effort should be explored to create a joint city/county/state collaborative strategy to create linkages and shared facilities” (page 75).

More recently, the Baldwin City community has taken active steps towards regional trail development, including the \$345,000 agreement with the Midland Railway Historical Association in 2018 to support linkages with regional trails connecting in Ottawa, for which Douglas County subsequently approved and provided support of \$94,000 as a 5-year commitment.

Eudora Comprehensive Plan

The [Eudora Comprehensive Plan](#) also includes goals and policies concerning parks and open space, such as in Chapter Four: Planning Issues and Objectives:

- “Goal: Provide safe, well-designed accessible areas for passive and active recreation to meet the needs and desires of all age groups. *Action: Partner with the County and State agencies to implement regional parks, recreation and open space programs such as the Metro-Green and Lawrence-Douglas County trails plans.*” (Page 103)
- “Goal: Preserve and protect the natural environment, open space and scenic quality of the community and its surrounding area. *Action: Designate greenways and natural corridors to be preserved as part of a greater recreation and open-space program implemented in partnership with the County.*” (Page 103)

Parks and Recreation continue to be important to the Eudora community, as demonstrated in the 2015 city ballot initiative to approve a 0.75% sales tax increase to support implementation of the 2012 Eudora Parks and Recreation Master Plan. A [2016 community survey](#) identified that trails remain a high priority in Eudora.

Upcoming Grant Opportunities

Two grant opportunities exist in 2019 that could aid the County in advancing intentional community engagement and strategic development of a Countywide Parks and Open Space Plan. Both are awarded by the [Urban Sustainability Directors' Network](#), of which the Lawrence-Douglas Sustainability Office is a member. Staff have reviewed the application and award criteria and believe these opportunities could significantly contribute to the process to create a Parks and Open Space Plan for Douglas County and recommended pursuit.

Peer to Peer Learning Exchange Grant

A [peer exchange travel support grant](#) could fund a community learning and engagement event that invites and funds travel for leaders in countywide park and open space planning and implementation from peer communities. This approach would connect Douglas County elected officials, local government staff, landowners and residents, as well as parks and open space stakeholders with examples of countywide parks and open space efforts from similar Midwestern communities. This grant can provide up to \$7000 and is due in March 2019.

Partners for Places Grant

A [place-based partnership grant](#) to pursue with a local or state foundation to support advancement in sustainability, including green infrastructure and implementation of a priority established in an adopted plan, such as the direction given in *Horizon 2020* for countywide parks and open space efforts. The grant can also fund creation of new plans and associated planning processes that advance community sustainability in an area identified for improvement by the STAR Community Sustainability Certification process, of which Lawrence is a certified member. Intentional community engagement and embedding social equity into projects are pillars of this grant program. This grant can provide up to \$75,000 with a 1:1 match from a foundation partner for a one-year project, and up to \$150,000 with a 1:1 match from a foundation partner for a two-year project. Staff research among other communities suggests this would be sufficient for a high-quality countywide parks and open space planning process and plan creation. A new Request for Proposals is expected in June 2019 and due in July 2019, with award notifications anticipated in October 2019. *No local government matching dollars are required for this grant.*



16 East 13th Street, Lawrence, Kansas 66044-3502, (785) 749-3297, jjost@klt.org, www.klt.org

February 20, 2019

Douglas County Commission
Chair Michelle Derusseau
Commissioner Nancy Thellman
Commissioner Patrick Kelly

Reference: Open Space Issues

I am Jerry Jost, the executive director of the Kansas Land Trust.

I want to extend appreciation to the Douglas County Commission for having the foresight to explore what future mix of land uses best serve our communities.

Over the past 28 years working with a dozen landowners in Douglas County with conservation easements, the Kansas Land Trust has protected over 890 acres of open space including prairie, woodlands, and prime farmland. These preserved lands protect over 2 miles riparian streambanks including the Kansas River. These easements protect groundwater wells for the City of Eudora, create a natural buffer along the Douglas County Fishing Lake, protect prairie habitat for a federally threatened species, and provide open space for public hiking trails in the Lawrence Nature Park.

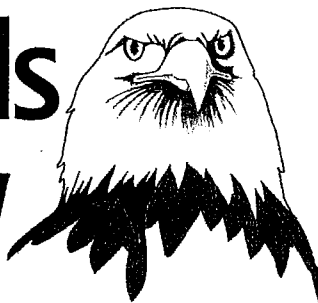
The open space planning tool we use are conservation easements. Landowners voluntarily forfeit future development rights such as subdivisions and non-agricultural commercial enterprises. The Kansas Land Trust holds these development rights in perpetuity. Other prohibitions include plowing a prairie or clear cutting woodlands. These property deed restrictions are designed to preserve the existing conservation values of the land.

Over nearly three decades of conservation work, the Kansas Land Trust has been approached by another 37 landowners in Douglas County who were interested in conserving an additional 4,300 acres of open space. Often for farmers, their land is their retirement plan. In many of these situations, financial incentives would help these landowners permanently conserve their land. Purchasing the appraised value of the development rights allows them to continue farming and protect open space for future generations.

The Kansas Land Trust encourages Douglas County to explore an open space program. It is also important to build upon opportunities with Douglas County Heritage Conservation Council grants to protect prime farmland around our urban edges, prairies, woodlands, wetlands, and our streambanks.

Thank you for your attention.

Friends of the Kaw



Kansas Riverkeeper® &
Executive Director
Dawn Buehler

Development Director
Michael Norris

Education Director
Laura Calwell

Education Specialist
Denise Kidder

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Friends of the Kaw
P.O. Box 1612
Lawrence, KS 66044
785-312-7200

Report River Pollution:
1-866-RIV-KEEP

Email: riverkeeper@kansasriver.org

Website:
www.kansasriver.org

KANSAS RIVERKEEPER®



WATERKEEPER ALLIANCE

February 20, 2019

Douglas County Commissioners
1100 Massachusetts St
Lawrence, KS 66044

Re: Open Space Planning

Dear County Commissioners:

I represent the Friends of the Kaw, Inc., a 501(c)(3), grassroots, conservation organization, the mission of which is to protect and preserve the Kansas River (locally known as the Kaw) for present and future generations. I am also an active member of the Kansas Basin Regional Advisory Committee for the Kansas Water Plan and Vision, which involves the efforts of many people across Kansas to address the water problems of our state.

It is very important that we take this opportunity to comment on open spaces in Douglas County. We commend the county for considering an open space plan. For protection of our rivers and streams, open spaces are important:

- Native vegetated land serves as a filter for stormwater. This native vegetative filter protects the river from anything that runs off of the landscape, such as oil, pesticides, fertilizers, bacteria and soil that carries nitrogen and phosphorous.
- Undeveloped land allows the rain to percolate into the soil and replenish the groundwater.
- Undeveloped land along streams provides native habitat for the wildlife, including songbirds, nesting birds and other species that rely on the natural world for protection and food.
- Native vegetation acts as a buffer for flood control, minimizing flooding as the water moves within the flood plain. Cities are especially vulnerable due to their higher-than-average proportion of impermeable surfaces.

The Kansas River is a drinking water source for over 800,000 Kansans. We all must do what we can to protect our communities, the watershed and this valuable resource. Open spaces have many other benefits, such as community enjoyment, increased home values, and other benefits, in addition to those of our rivers and streams. Thank you for your time, thank you for serving your community, and thank you for considering an open space plan.

Sincerely,
FRIENDS OF THE KAW

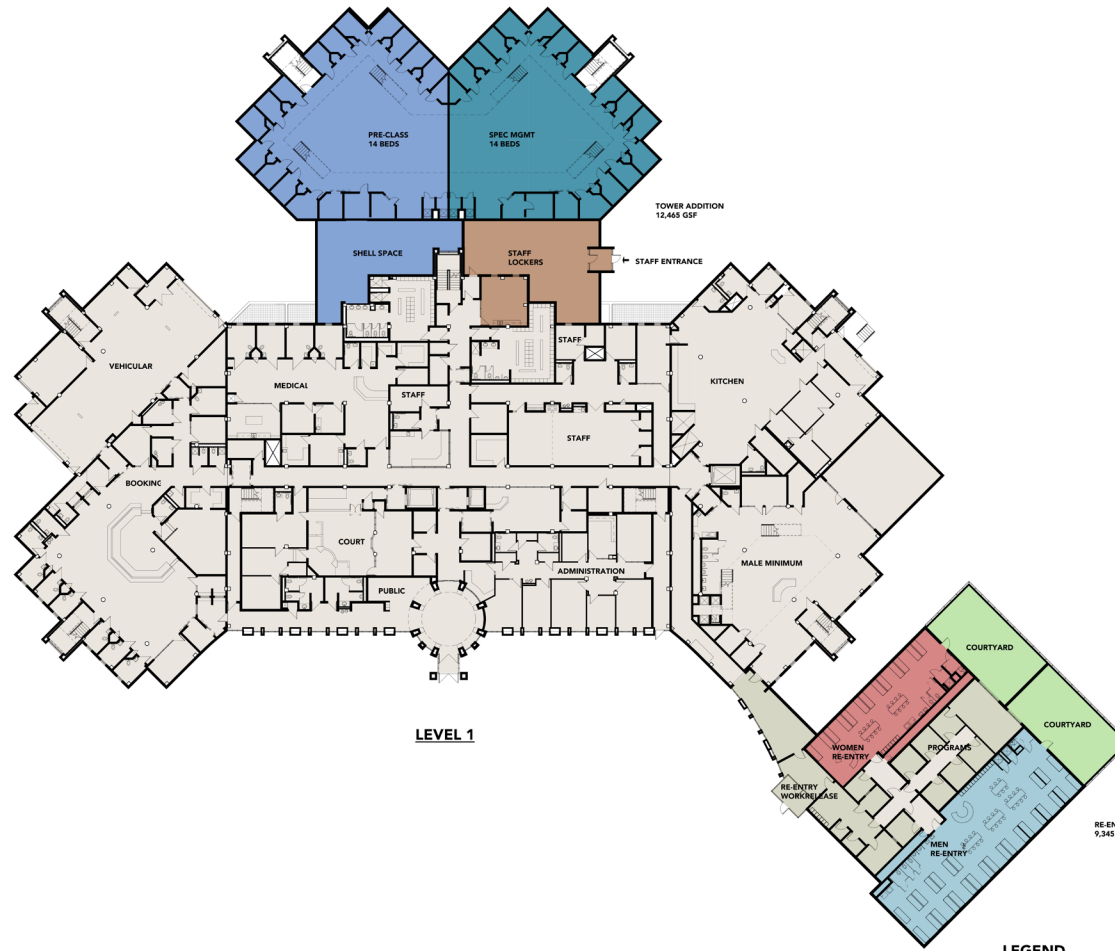
Dawn Buehler
Kansas Riverkeeper

Jail Expansion Needs

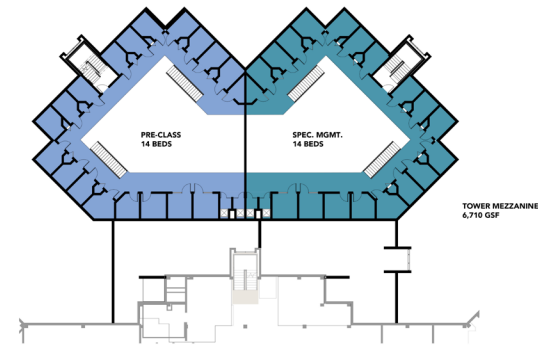
Board of County Commissioners - February 20, 2019

Commission Direction:

- ▶ Meet the immediate need - Bring inmates housed out of County back to Douglas County
- ▶ Restore re-entry and programs space
- ▶ Allow for inmates to be safely housed in the appropriate housing unit - Safe Classification
- ▶ Build a financial sustainable solution



LEVEL 1



LEVEL 2

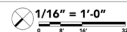
NEW CONSTRUCTION
 TOWER ADDITION 50,195 GSF
 RE-ENTRY ADDITION 9,345 GSF

LEGEND

BOOKING	MALE MEDIUM	FEMALE CLASSIFICATION	FEMALE RE-ENTRY	PUBLIC	COURTYARD
VEHICULAR SALLYPORT	MALE MINIMUM	FEMALE MEDIUM/MAX.	MEDICAL	ADMINISTRATION	SUPPORT
MALE CLASSIFICATION	MALE SPECIAL NEEDS	FEMALE MINIMUM	PROGRAMS	KITCHEN	
MALE MAXIMUM	MALE RE-ENTRY	FEMALE SPECIAL NEEDS	STAFF	CIRCULATION	

DOUGLAS COUNTY JAIL EXPANSION

LEVEL 1 & 2



08/06/18

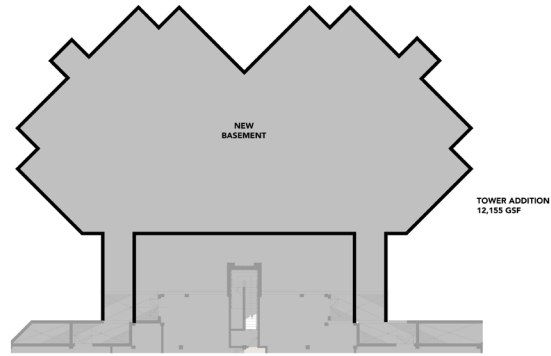
TREANORHL

Next Steps:

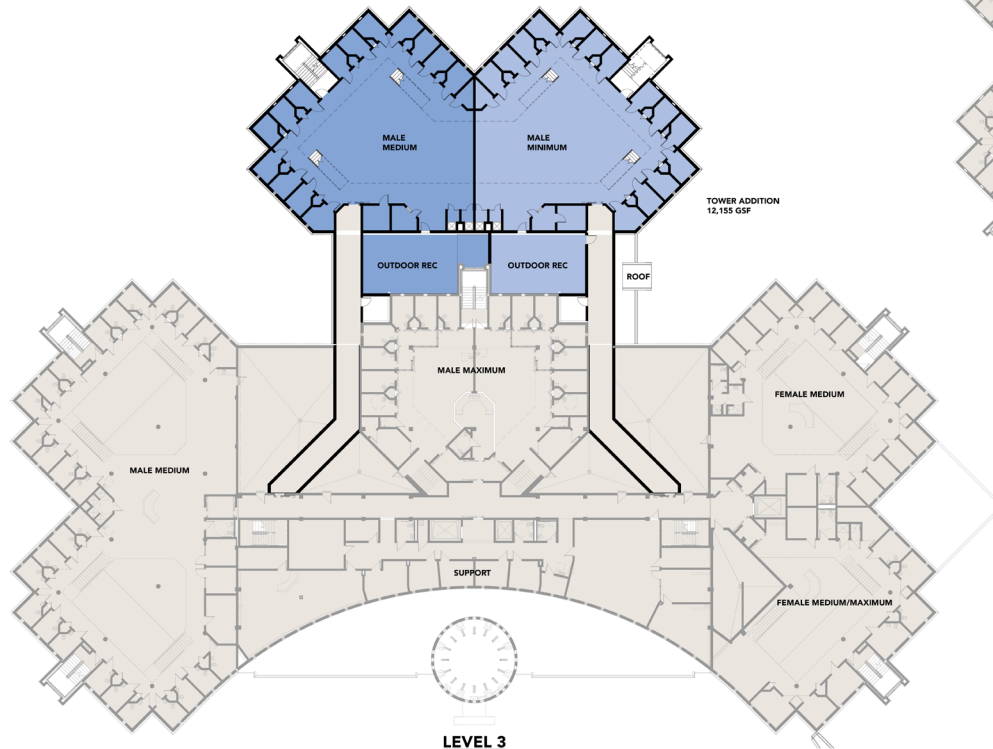
- ▶ Upon BOCC Approval to use a Construction Manager at Risk, staff will issue an RFP to select a firm
- ▶ Staff and the design team need consensus on this design concept to proceed with design development.
- ▶ Neither of these steps represent final approval the expansion project. They allow staff to continue with the process.

Preliminary Cost Summary

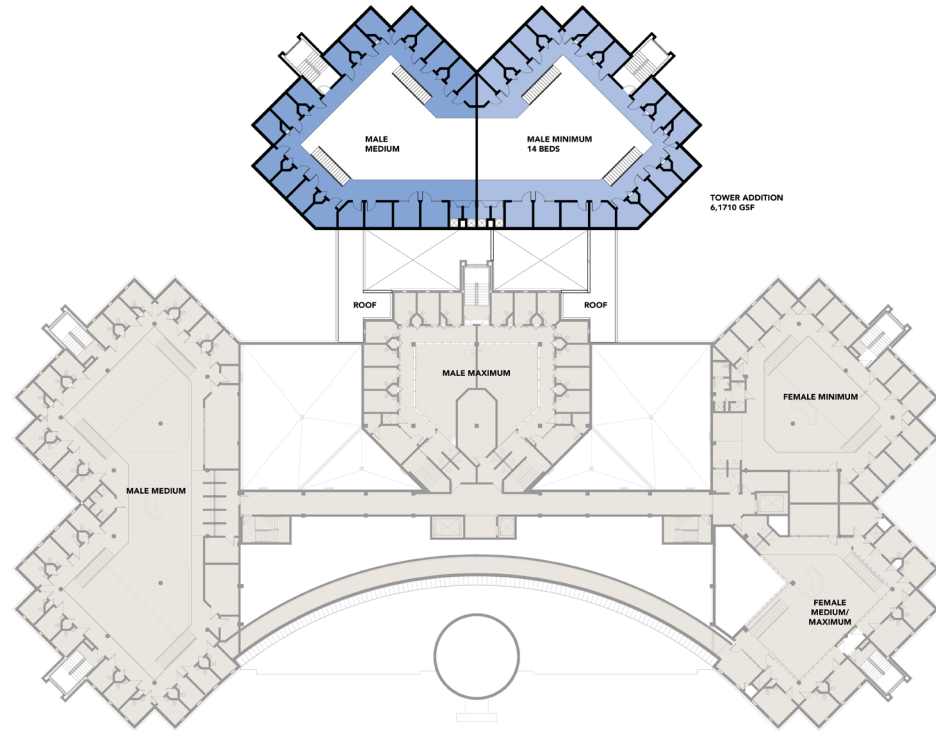
- ▶ Tower Addition: Fully built out, includes all site work, mechanical, design fees, furniture, contingencies, and escalation to 2020 - approximately \$23.0 million
- ▶ If a housing pod is only shelled in and not fitted out, there is a savings of \$1.5 million. The costs to fit out that housing unit in the future will be more than \$1.5 million.
- ▶ Medical Unit would be an additional \$500,000 to the fully built out cost.
- ▶ Re-entry/work release addition - \$2.1 million



BASEMENT FLOOR PLAN



LEVEL 3



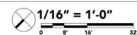
LEVEL 4

LEGEND

BOOKING	MALE MEDIUM	FEMALE CLASSIFICATION	FEMALE RE-ENTRY	PUBLIC	COURTYARD
VEHICULAR SALLYPORT	MALE MINIMUM	FEMALE MEDIUM/MAX.	MEDICAL	ADMINISTRATION	SUPPORT
MALE CLASSIFICATION	MALE SPECIAL NEEDS	FEMALE MINIMUM	PROGRAMS	KITCHEN	
MALE MAXIMUM	MALE RE-ENTRY	FEMALE SPECIAL NEEDS	STAFF	CIRCULATION	

DOUGLAS COUNTY JAIL EXPANSION

LEVEL 3 & 4



08/06/18

TREANORHL

Tower Addition:

- ▶ South Tower can accommodate four housing units, on two floors.
50,195 gross square feet (GSF)
- ▶ The May proposal was 93,200 square feet.
- ▶ Each housing unit can hold 28 inmates each
- ▶ 3 Housing Units = 84 inmates - Current inmates housed out of county between 50-80 inmates daily
- ▶ The fourth space in the tower could be used for housing or for a medical unit.
- ▶ South Tower can be constructed with minimal disruption to the existing structure.



RE-ENTRY ADDITION
9,345 GSF

NEW CONSTRUCTION
TOWER ADDITION 50,195 GSF
RE-ENTRY ADDITION 9,345 GSF

LEGEND

BOOKING	MALE MEDIUM	FEMALE CLASSIFICATION	FEMALE RE-ENTRY	PUBLIC	COURTYARD
VEHICULAR SALLYPORT	MALE MINIMUM	FEMALE MEDIUM/MAX.	MEDICAL	ADMINISTRATION	SUPPORT
MALE CLASSIFICATION	MALE SPECIAL NEEDS	FEMALE MINIMUM	PROGRAMS	KITCHEN	
MALE MAXIMUM	MALE RE-ENTRY	FEMALE SPECIAL NEEDS	STAFF	CIRCULATION	

DOUGLAS COUNTY JAIL EXPANSION

LEVEL 1 & 2

08/06/18

TREANORHL

Re-entry Housing Unit

- ▶ Re-entry step down housing - 9,345 GSF
- ▶ Location on the site allows for separate entry of inmates.
- ▶ Re-entry housing unit can be constructed in a more cost efficient manner.
- ▶ In addition to space for 28 male and 14 female inmates, additional space is added for re-entry and programs staff and separate courtyards for inmates participating in these programs and living in this step down housing unit.

Commission Direction:

Commission Direction	Staff Proposals:
Meet Immediate Needs	South Tower Housing
Meet Immediate Needs	Additional Medical Unit space
Restore re-entry and programs space	Re-entry step down housing
Safe Classification	South Tower Housing
Sustainable Solution	Construct an addition as opposed to continued housing inmates out of county or leased structures

Some Critical Questions to Explore *BEFORE* Deciding the Best Strategy for Addressing Jail Reduction

Arrest and Booking:

- Who is getting picked up again and again, and what are a police department's priorities? Are there arrest quotas?
- On an average day, what police departments are booking the most people into the jail?
- What community-based services and treatment options exist, and are they being utilized?
- How are racial and ethnic disparities entering the system, and are policing practices racially disparate?
- How do women enter the system?
- Are there offenses for which citations are an appropriate response? How often are citations used in lieu of arrest?

Pretrial Release

- How does the use of money bail shape the county jail population?
- What forms of bond are available, and which are being used most frequently?
- How often are people given the option of bail sitting in jail for the entirety of their pretrial period?
- Do formal pretrial supportive service programs exist (e.g. housing, transportation, reminders, treatment)?
- When is counsel assigned?
- Has the Risk Assessment Tool to determine bail/bond been validated?
- Are stakeholders making individualized considerations about ability to pay?
- Are stakeholders considering the impact of pretrial incarceration of primary caregivers on families and communities?

Charging

- What proportion of cases are resolved in pleas? Is the prosecutor willing to make plea offers below the end of the state sentencing guidelines?
- What alternatives to incarceration exist, and can eligibility for participation be expanded? What community-based responses exist that might also be used as ATIs?
- How are judges and prosecutors considering disparate racial impact of sentences? How are they considering family and community impact?
- How often is prosecutorial diversion being used?
- Is the option for Restorative Justice / Neighborhood Accountability Boards available/being used?
- What lag-time exists for mental health or substance abuse evaluation and treatment?

Supervision

- How is probation being used? As an alternative to incarceration? As an add-on?
- Probation violations: who is failing and why? What is the default response to a violation, and what community-based sanctions exist?
- Who gets paid?: fines and fees, including program and supervision fees.
- Are conditions of supervision individualized, and designed to be the least restrictive possible?