

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
July 20, 2015 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

A. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

1. Linda Mau – Council Matters

I. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriation Ordinance # 882
- B. City Council Minutes March 3, 2015
- C. City Council Minutes May 18, 2015
- D. RFP 2015 Stormwater Maintenance Project
- E. RFP 2015 Street Maintenance Phase I

II. Business From the Floor

A. Applications / Presentations

1. Marek Gliniecki - Art Committee Update

III. Mayor's Report

- A. Economic Development Update

IV. Standing Committees / Committee Reports

- B. Admin
- C. Finance
- D. Safety

- E. **Public Works**
- F. **Ad-Hoc Development Committee**
- V. **Reports of City Liaisons**
- VI. **Unfinished Business**
 - A. RFP Responses for Abatement Mowing Services
- VII. **New Business**
 - A. Nall Park Task Order
 - B. Approval to Publish for Budget Hearing
 - C. Ad-Hoc Bike Walk Development Group
 - D. R Park Survey - Task Order
 - E. R Park Design Development Agreement
 - F. TIF District 3 Expenditure Authority
- VIII. **Ordinances and Resolutions:**
 - A. Ordinance 915 - AN ORDINANCE RELATING TO ZONING; APPROVING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 47TH STREET AND MISSION ROAD WITHIN THE CITY OF ROELAND PARK.
- IX. **Reports of City Officials:**

Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council

The City Council encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address

the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by

the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

The City Council welcomes your participation and appreciates your cooperation. If you would like additional information about the City Council or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: Citizens Comments- A.-1.

Committee 7/20/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Linda Mau – Council Matters**

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Item Number: Consent Agenda- I.-A.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Appropriation Ordinance # 882

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

ATTACHMENTS:

Description

Type

📎 Appropriation Ordinance 882

Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

City Hall (913) 722-2600 – Fax (913) 722-3713

Thursday, July 16, 2015

Appropriation Ordinance - 07/16/2015 - #882

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 20th day of July, 2015.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	307,411.01
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 07/16/2015 - #882

Vendor	Dept	Acct #	Description	Invoice Description	Amount	Chk #	Check /EFT Date
Advance Auto Parts	102	5260.102	Vehicle Maintenance	Invoice: 5128515222288 /	\$ 22.30	64542	1/22/1900
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9928341611 /	\$ 80.15	64635	3/20/1900
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 482726 /	\$ 259.39	64585	11/11/1901
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 482857 /	\$ 211.20	64585	
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 483034 /	\$ 211.20	64585	
American Council on Criminal Justice	102	5206.102	Travel Expense & Training	Invoice: 150189 /	\$ 498.00	64586	5/12/1901
Armstrong Cartridge Incorporated	102	5309.102	Ammunition	Invoice: 3804 /	\$ 920.00	64587	7/8/1902
Shawn Thomas Blackburn	290	5505.290	Other Capital Outlay	Invoice: 852734 /	\$ 1,250.00	64543	6/3/1903
Asphalt Sales Company, Inc	300	5438.3	Street Maintenance	Invoice: 127317/193/211/248/2 /	\$ 2,340.00	64588	5/28/1906
Asphalt Sales Company, Inc	270	5438.27	Street Maintenance	Invoice: 127386 /	\$ 1,155.33	64614	2/28/1903
Asphalt Sales Company, Inc	270	5438.27	Street Maintenance	Invoice: 127451 /	\$ 662.81	64636	10/23/1901
Benfer Enterprises LLC	102	5260.102	Vehicle Maintenance	Invoice: 77 / tires 244/254	\$ 902.48	64570	6/20/1902
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 6/30/15 /	\$ 253.65	64615	9/9/1900
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1016410 / unit 254	\$ 80.00	64589	7/3/1900
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1016409 / unit 244	\$ 105.00	64589	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1016663 / oil & blinkers	\$ 108.90	64616	4/17/1900
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	Invoice: 1016938 /	\$ 25.00	64637	2/29/1900
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	Invoice: 1016946 /	\$ 35.00	64637	
The Bullet Hole	102	5206.102	Travel Expense & Training	Invoice: 347818 /	\$ 160.00	64544	6/8/1900
Brody Buster	101	5510.101	Community Events	CK32139 Invoice: 6/12/15 BAND /	\$ 100.00	32139	4/9/1900
Jeff Carta	101	5510.101	Community Events	CK32140 Invoice: 6/12/15 BAND /	\$ 100.00	32140	4/9/1900
C & C Group	101	5210.101	Maintenance & Repair Building	Invoice: 84727 / maintenance	\$ 113.00	64617	4/22/1900
C & C Group	101	5214.101	Other Contracted Services	Invoice: 84799 /	\$ 2,500.00	64638	11/4/1906
C & G Rubber Stamp, Inc.	105	5301.105	Office Supplies	Invoice: 106640 /	\$ 11.00	64545	1/11/1900
Clarkson Power Flow, Inc.	106	5211.106	Maintenance & Repair Equipment	Invoice: 85584 /	\$ 217.01	64618	8/4/1900
Clerk of District Court	101	4245.101	Cereal Malt Beverage License	CK32146 Invoice: 6/29/15 / Geither 92077	\$ 96.00	32146	4/5/1900
Occupational Health Centers of the SW	106	5207.106	Medical Expense & Drug Testing	Invoice: 100868016 /	\$ 127.00	64546	5/6/1900
Consolidated Communications	101	5202.101	Telephone & Internet	Invoice: 6/9/15 / other cont. svcs	\$ 1,347.78	64547	9/8/1903
Consolidated Communications	101	5202.101	Telephone & Internet	Invoice: 7/9/15 /	\$ 1,347.56	64639	9/8/1903
Randy Costlow	101	5301.101	Office Supplies	Invoice: 6/2/15 MONOPRICE / office supplies	\$ 9.57	64619	1/9/1900
Dash Medical Gloves	102	5307.102	Other Commodities	Invoice: 931315/931326 /	\$ 103.26	64548	4/12/1900
D & D Statuary	106	5306.106	Materials	Invoice: 6/23/15 /	\$ 122.50	64590	5/1/1900
Johnny on the Spot	106	5320.106	Grounds Maintenance	Invoice: 375417 /	\$ 105.00	64591	7/28/1900
Johnny on the Spot	106	5320.106	Grounds Maintenance	Invoice: 375418 /	\$ 105.00	64591	
Dent & Detail Clinic, LLC	106	5260.106	Vehicle Maintenance	Invoice: 706152 /	\$ 675.00	64640	11/5/1901

Denton Enterprises	360	5760.360 Building/Equipment Reserve	Invoice: 8789 /	\$	5,030.00	64549	10/8/1913
E. Edwards, Inc.	106	5308.106 Clothing & Uniforms	Invoice: 6161512052 /	\$	1,799.19	64620	12/3/1904
E. Edwards, Inc.	106	5308.106 Clothing & Uniforms	Invoice: 7011512052 /	\$	1,611.28	64641	5/29/1904
Electronics Supply Co., Inc.	102	5211.102 Maintenace & Repair Equipment	Invoice: 1583199 / camera replacement	\$	256.21	64642	5/26/1901
Electronics Supply Co., Inc.	102	5211.102 Maintenace & Repair Equipment	Invoice: 1583199 #2 / hall camera replace	\$	256.21	64642	
Robert Esklund	101	5510.101 Community Events	CK32141 Invoice: 6/12/15 BAND /	\$	100.00	32141	4/9/1900
Everlasting Sign Art	102	5260.102 Vehicle Maintenance	Invoice: 13826 /	\$	252.50	64592	9/8/1900
Fishnet Security	102	5307.102 Other Commodities	Invoice: IO108093 /	\$	1,016.80	64593	10/12/1902
Fry & Associates, Inc.	450	5763.450 Skateboard Park Maintenance	Invoice: 27861 /	\$	4,514.00	64551	5/10/1912
Golconda Group LLC	450	5763.45 Skateboard Park Maintenance	Invoice: 2 /	\$	29,037.63	64594	7/1/1979
David J. Grummon, P.A.	103	5209.103 Professional Services	Invoice: 6/26/15 /	\$	116.00	64621	7/11/1901
David J. Grummon, P.A.	103	5209.103 Professional Services	Invoice: 7/7/15 /	\$	150.00	64621	
David J. Grummon, P.A.	103	5209.103 Professional Services	Invoice: 6/26/15 -2 /	\$	292.00	64621	
Steve Haesemeyer	101	2040.101 KPERS Accrued Employee	Invoice: 6/15 KPERS REIM /	\$	18.20	64552	1/18/1900
Hanna Rubber Company	106	5211.106 Maintenace & Repair Equipment	Invoice: 421174 / sweeper fill hose	\$	77.23	64643	3/17/1900
Horizon Academy	101	4795.101 Miscellaneous	Invoice: 6/15 PARADE PERMIT R /	\$	150.00	64553	5/29/1900
Johnson County Wastewater	101	5201.101 Electric, Gas, Sewer & Water	Invoice: 6/4/15 MULTIPLE / wastewater chgs	\$	92.33	64554	7/3/1900
Johnson County Wastewater	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 6/4/15 MULTIPLE / wastewater chgs	\$	93.44	64554	
Johnson County Wastewater	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 7/2/15 MULTIPLE /	\$	146.51	64644	5/25/1900
Johnson County Park & Recreation Dist.	290	5409.29 Appropriation-Johnson County HR	Invoice: 6/22/15 3RD QTR /	\$	18,750.00	64571	5/2/1951
Johnson County Sheriff's Office	103	5227.103 Prisoner Care	Invoice: JCS3731 /	\$	1,470.00	64645	1/9/1904
Ka-Comm., Inc.	360	5504.36 Machinery & Auto Equipment	Invoice: 131556 /	\$	10,691.88	64555	4/8/1929
Ka-Comm., Inc.	102	5260.102 Vehicle Maintenance	Invoice: 132001 / #244	\$	381.45	64646	1/15/1901
Kansas City Audio-Visual	290	5505.29 Other Capital Outlay	Invoice: SI215036 /	\$	2,074.20	64556	9/4/1905
Kansas City Audio-Visual	290	5505.29 Other Capital Outlay	Invoice: SI215651. /	\$	4,682.80	64647	8/20/1919
Kansas City Audio-Visual	290	5505.29 Other Capital Outlay	Invoice: SO73850 /	\$	2,450.00	64647	
Kansas City Audio-Visual	290	5505.29 Other Capital Outlay	Invoice: SQ65384 /	\$	39.90	64647	
Kansas City Board of Public Utilities	101	5121.101 Franchise Exps-Stop Light/Traffic Sig.	Invoice: 2834 6/25/15 / electric charges	\$	30.17	64595	1/30/1900
Kansas City First Aid	102	5211.102 Maintenace & Repair Equipment	Invoice: 2706 /	\$	155.00	64557	11/5/1900
Kansas City First Aid	102	5211.102 Maintenace & Repair Equipment	Invoice: 2696 /	\$	155.00	64557	
KCP & L	101	5201.101 Electric, Gas, Sewer & Water	Invoice: 6/26/15 MULTIPLE /	\$	2,956.62	64596	12/1/1909
KCP & L	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 6/26/15 MULTIPLE /	\$	667.26	64596	
KCP & L	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 1275 7/7/15 /	\$	1,622.91	64648	6/9/1904
Kansas Gas Service	101	5201.101 Electric, Gas, Sewer & Water	Invoice: 1745/7836 6/15/15 / gas charges	\$	72.06	64572	5/1/1900
Kansas Gas Service	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 1745/7836 6/15/15 / gas charges	\$	50.29	64572	
Office of the State Fire Marshal	290	5210.29 Maintenace & Repair Building	CK32143 Invoice: 6/17/15 /	\$	30.00	32143	1/30/1900
Kansas Judicial Council	103	5405.103 Dues, Subscriptions & Books	Invoice: 34424 /	\$	255.00	64597	9/11/1900
Kansas One-Call System, Inc.	101	5120.101 Street Light Repair And Maintenance	Invoice: 5060443 /	\$	850.00	64649	4/29/1902

Kansas Peace Officers' Association	102	5206.102 Travel Expense & Training	Invoice: 7/29/15 MASON SEMINA / Mason	\$	35.00	64558	2/4/1900
Kansas Secretary of State	102	5401.102 Insurance & Surety Bonds	CK32145 Invoice: 6/26/15 NOTARY / notary	\$	25.00	32145	1/25/1900
Kansas State Treasurer	103	5228.103 Fees Due State of Kansas	Invoice: JUNE 15 COURT REV / state fees	\$	1,999.00	64622	6/21/1905
KU Public Management Center	106	5206.106 Travel Expense & Training	Invoice: 2467 /	\$	375.00	64559	1/9/1901
Landscape Forms, Inc.	106	5455.106 Roeland Park Trail Project	Invoice: 71755 2 /	\$	175.00	64560	6/23/1900
Lathrop & Gage, LLP	101	5216.101 Special Prosecutor Fees	Invoice: 1694855 / ethics	\$	2,900.00	64650	12/9/1907
The Legal Record	101	5204.101 Legal Printing	Invoice: L54891 /	\$	9.43	64561	1/9/1900
The Legal Record	101	5204.101 Legal Printing	Invoice: L55049 /	\$	210.03	64598	7/12/1901
The Legal Record	101	5204.101 Legal Printing	Invoice: L55121 /	\$	10.56	64598	
The Legal Record	101	5204.101 Legal Printing	Invoice: L55067 /	\$	143.91	64598	
The Legal Record	101	5204.101 Legal Printing	Invoice: L55050 /	\$	194.67	64598	
Kansas City Series of Lockton Co., LLC	101	5401.101 Insurance & Surety Bonds	Invoice: 4830184 / notary	\$	50.00	64573	2/19/1900
Logan Contractors Supply, Inc	106	5318.106 Tools	Invoice: K11811 /	\$	220.75	64599	8/7/1900
Lowe's Business Acct./GEMB	106	5210.106 Maintenance & Repair Building	Invoice: 1760 7/13/15 /	\$	5.19	64574	10/19/1901
Lowe's Business Acct./GEMB	290	5210.29 Maintenance & Repair Building	Invoice: 1760 7/13/15 /	\$	213.55	64574	
Lowe's Business Acct./GEMB	290	5210.29 Maintenance & Repair Building	Invoice: 1760 7/13/15 /	\$	37.67	64574	
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 7/13/15 /	\$	9.24	64574	
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 7/13/15 /	\$	15.80	64574	
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 7/13/15 /	\$	35.19	64574	
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 7/13/15 /	\$	19.98	64574	
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 7/13/15 /	\$	37.98	64574	
Lowe's Business Acct./GEMB	106	5318.106 Tools	Invoice: 1760 7/13/15 /	\$	14.22	64574	
Lowe's Business Acct./GEMB	106	5318.106 Tools	Invoice: 1760 7/13/15 /	\$	47.46	64574	
Lowe's Business Acct./GEMB	106	5318.106 Tools	Invoice: 1760 7/13/15 /	\$	10.41	64574	
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 7/13/15 /	\$	70.67	64574	
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 7/13/15 /	\$	6.26	64574	
Lowe's Business Acct./GEMB	290	5505.29 Other Capital Outlay	Invoice: 1760 7/13/15 /	\$	134.55	64574	
Mid America Peripheral Support	102	5214.102 Other Contracted Services	Invoice: 411075 /	\$	123.75	64651	9/3/1900
Mid America Peripheral Support	105	5214.105 Other Contracted Services	Invoice: 411075 /	\$	123.75	64651	
Scott McFall	102	5209.102 Professional Services	Invoice: 6/19/15 /	\$	150.00	64575	5/29/1900
Midwest Public Risk	107	5126.107 Health Insurance	Invoice: B00VZ4 / health insurance	\$	25,176.71	64600	12/4/1968
Midtown Signs LLC	106	5455.106 Roeland Park Trail Project	Invoice: 7937 /	\$	5,790.88	64623	11/7/1915
Moss Printing	103	5203.103 Printing & Advertising	Invoice: 6401 /	\$	180.00	64576	10/17/1906
Moss Printing	101	5205.101 Postage & Mailing Permits	Invoice: 6454 / postage	\$	742.99	64576	
Moss Printing	101	5301.101 Office Supplies	Invoice: 6425 /	\$	1,559.25	64576	
Moss Printing	101	5208.101 Newsletter	Invoice: 6454 #2 /	\$	811.60	64652	3/21/1902
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 6/18/15 /	\$	1,522.44	64562	3/1/1904
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 7/2/15 /	\$	948.48	64601	8/5/1902

Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 7/16/15 PAYROLL /	\$	953.22	64653	8/10/1902
Nextel Communications	102	5202.102 Telephone & Internet	Invoice: 503261523135 / phone/data pd	\$	63.14	64577	3/3/1900
Office of the Chief Financial Officer	105	5206.105 Travel Expense & Training	Invoice: 7/15 REGISTRATION /	\$	50.00	64654	2/19/1900
Overland Park Heating & Cooling, Inc.	101	5210.101 Maintenance & Repair Building	Invoice: 21031 /	\$	2,814.75	64624	9/14/1907
Custodian of Petty Cash	102	5408.102 Miscellaneous Charges	Invoice: 6/23/15 /	\$	31.00	64602	1/31/1900
Wex Bank	106	5302.106 Motor Fuels & Lubricants	CK32144 Invoice: 5/31/15 / fuel charges pw	\$	367.15	32144	1/1/1901
Pitney Bowes	101	5205.101 Postage & Mailing Permits	Invoice: 2831378JN15 / postal charges	\$	136.41	64564	5/15/1900
Purchase Power	101	5205.101 Postage & Mailing Permits	Invoice: 6/21/15 / postal charges	\$	699.07	64603	11/29/1901
Playpower LT Farmington Inc.	106	5320.106 Grounds Maintenance	Invoice: 1400190905 /	\$	171.00	64604	6/19/1900
Plumbing by Fisher, Inc.	290	5210.29 Maintenance & Repair Building	Invoice: 152529 /	\$	512.20	64565	5/26/1901
Praxair Distribution Inc	106	5214.106 Other Contracted Services	Invoice: 52984566 / cylinder rental	\$	25.07	64605	1/25/1900
Balls Food Stores	102	5301.102 Office Supplies	Invoice: 619440 /	\$	16.87	64566	1/16/1900
Balls Food Stores	102	5452.102 Community Policing	Invoice: 619451 /	\$	13.45	64625	1/13/1900
Principal Life	107	5130.107 City Paid Life Insurance	Invoice: 6/17/15 / health insurance	\$	727.15	64578	12/27/1901
ProShred of Kansas City	102	5214.102 Other Contracted Services	Invoice: 100091060 /	\$	22.50	64655	2/14/1900
ProShred of Kansas City	105	5214.105 Other Contracted Services	Invoice: 100091060 /	\$	22.50	64655	
Wex Bank	104	5302.104 Motor Fuels & Lubricants	Invoice: 41277374 / fuel charges codes	\$	65.41	64567	7/20/1902
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 41277374 / fuel charges codes	\$	866.61	64567	
Wex Bank	102	5302.102 Motor Fuels & Lubricants	Invoice: 41370014 / fuel charges p.d	\$	2,345.90	64626	6/2/1906
Rejis Commission	102	5214.102 Other Contracted Services	Invoice: INV0042647 /	\$	204.20	64606	7/22/1900
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 14127 / cleaning	\$	975.00	64607	9/1/1902
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 14153 / cleaning	\$	920.00	64627	7/8/1902
Road Builders Machinery & Supply Co, I	270	5438.27 Street Maintenance	Invoice: R29458 /	\$	1,200.00	64628	4/14/1903
Thomas E. Rush	101	5510.101 Community Events	CK32142 Invoice: 6/12/15 BAND /	\$	100.00	32142	4/9/1900
George Schlegel	101	5230.101 Art Commissioner	Invoice: CHECKJUL /	\$	100.00	64583	4/9/1900
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300991801 /	\$	2,889.29	64629	9/8/1999
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300990706 /	\$	201.44	64629	
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 13009901017 /	\$	7,287.50	64629	
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300990605 /	\$	537.50	64629	
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300991702 /	\$	10,958.75	64629	
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300991004 /	\$	717.50	64629	
Shafer, Kline & Warren, Inc.	270	5456.27 Roe Blvd CARS - Engineering	Invoice: 1300991304 /	\$	3,550.00	64629	
Shafer, Kline & Warren, Inc.	290	5505.29 Other Capital Outlay	Invoice: 1300991602 /	\$	1,035.00	64629	
Shafer, Kline & Warren, Inc.	290	5505.29 Other Capital Outlay	Invoice: 1300991502 /	\$	250.00	64629	
Shafer, Kline & Warren, Inc.	450	5763.45 Skateboard Park Maintenance	Invoice: 1300990902 /	\$	8,984.64	64629	
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300990703 /	\$	2,050.00	64656	10/2/1953
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300990503 /	\$	2,915.36	64656	
Shafer, Kline & Warren, Inc.	270	5214.27 Other Contracted Services	Invoice: 1300991204 /	\$	2,336.90	64656	

Shafer, Kline & Warren, Inc.	270	5456.27 Roe Blvd CARS - Engineering	Invoice: 1300991301 /	\$	3,135.50	64656	
Shafer, Kline & Warren, Inc.	450	5763.45 Skateboard Park Maintenance	Invoice: 1300990901 /	\$	9,196.61	64656	
Sonshine Lawn & Landscaping, Inc.	106	5214.106 Other Contracted Services	Invoice: 65933 /	\$	212.10	64608	7/30/1900
Staples Advantage	101	5301.101 Office Supplies	Invoice: 8034751078 /	\$	181.66	64579	9/15/1900
Staples Advantage	105	5301.105 Office Supplies	Invoice: 8034751078 /	\$	56.68	64579	
Staples Advantage	101	5304.101 Janitorial Supplies	Invoice: 8034751078 /	\$	20.87	64579	
Staples Advantage	101	5301.101 Office Supplies	Invoice: 8034836331 /	\$	18.04	64609	1/18/1900
Staples Advantage	101	5301.101 Office Supplies	Invoice: 8034919814 /	\$	16.09	64630	7/13/1900
Staples Advantage	102	5301.102 Office Supplies	Invoice: 8034919814 /	\$	126.12	64630	
Staples Advantage	105	5301.105 Office Supplies	Invoice: 8034919814 /	\$	30.99	64630	
Staples Advantage	106	5301.106 Office Supplies	Invoice: 8034919814 /	\$	22.79	64630	
Stinson Leonard Street	101	5215.101 City Attorney	Invoice: 7/7/15 MULTIPLE /	\$	6,302.71	64657	4/2/1917
Superior Door Service Inc.	290	5505.29 Other Capital Outlay	Invoice: 99774 /	\$	3,349.69	64610	3/2/1909
Town & Country Disposal	101	5272.101 Solid Waste Contract	Invoice: 57902-2 /	\$	145.44	64580	5/24/1900
Town & Country Disposal	101	5272.101 Solid Waste Contract	Invoice: 59385 / solid waste	\$	34,493.52	64611	6/8/1994
Turn-Key Mobile, Inc.	360	5760.36 Building/Equipment Reserve	Invoice: 27858 /	\$	6,650.00	64581	3/16/1918
United Way of Greater KC	101	2035.101 Other Withholding Payable	Invoice: 2015 2ND QTR /	\$	126.00	64631	5/5/1900
USIC Locating Services, LLC	101	5120.101 Street Light Repair And Maintenance	Invoice: 127694 /	\$	3,467.00	64568	6/28/1909
Vance Brothers	270	5438.27 Street Maintenance	Invoice: IC51299 /	\$	470.00	64632	4/14/1901
Verizon Wireless	102	5202.102 Telephone & Internet	Invoice: 9747863589 / phone p.d	\$	240.06	64633	8/27/1900
Walmart Community-RFCSLLC	101	5301.101 Office Supplies	Invoice: 6837 7/12/15 /	\$	14.88	64582	1/14/1900
Water District No 1 of Johnson County	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 5/22/15 MULTIPLE2 / water charges	\$	244.37	64569	8/31/1900
Water District No 1 of Johnson County	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 6/24/15 MULTIPLE /	\$	257.33	64612	9/13/1900
Water District No 1 of Johnson County	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 14891489 6/24/15 / water charges	\$	24.50	64634	1/24/1900
WriteAway Transcription	101	5214.101 Other Contracted Services	Invoice: 6477 /	\$	263.50	64658	9/19/1900
Zoll Medical Corporation GPO	101	5408.101 Miscellaneous Charges	Invoice: 2206670 /	\$	114.86	64613	4/23/1900
Forte	101	5214.101 Other Contracted Services	EFT#7/1/15 Invoice: 6/30/15 ALL ACCOUNT	\$	347.54		
Forte	101	5214.101 Other Contracted Services	EFT#7/2/15 Invoice: 7/2/15 COURT WEB /	\$	120.83		
Forte	101	5214.101 Other Contracted Services	EFT#7/2/15 Invoice: 7/2/15 COURT /	\$	10.45		
Forte	101	5214.101 Other Contracted Services	EFT#7/2/15 Invoice: 7/2/15 ADMIN WEB /	\$	27.32		
Forte	101	5214.101 Other Contracted Services	EFT#7/2/15 Invoice: 7/2/15 ADMIN /	\$	10.45		
KPERS	101	2040.101 KPERS Accrued Employee	EFT#6/22/15 Invoice: 6/22/15 /	\$	1,960.61		
KPERS	107	5123.107 KPERS City Contribution	EFT#6/22/15 Invoice: 6/22/15 /	\$	3,375.52		
KPERS	101	2040.101 KPERS Accrued Employee	EFT#7/2/15 Invoice: 7/2/15 /	\$	1,510.27		
KPERS	107	5123.107 KPERS City Contribution	EFT#7/2/15 Invoice: 7/2/15 /	\$	2,637.93		
KPF	101	2045.101 KP&F Employee Withholding Payable	EFT#6/22/15 Invoice: 6/22/15 /	\$	2,112.45		
KPF	101	2050.101 Insurance Withholding Payable	EFT#6/22/15 Invoice: 6/22/15 /	\$	58.90		
KPF	107	5131.107 KP&F City Contribution	EFT#6/22/15 Invoice: 6/22/15 /	\$	6,310.76		

KPF	101	2045.101 KP&F Employee Withholding Payable	EFT#7/2/15 Invoice: 7/2/15 /	\$	2,075.95
KPF	107	5131.107 KP&F City Contribution	EFT#7/2/15 Invoice: 7/2/15 /	\$	6,201.71
Miller Management Systems, LLC	101	5214.101 Other Contracted Services	Invoice: EFTJUL /	\$	1,462.00

\$ 307,411.01

Item Number: Consent Agenda- I.-B.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: City Council Minutes March 3, 2015

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

ATTACHMENTS:

Description

Type

03032015 Council Minutes

Cover Memo

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 West 51st Street, Roeland Park, KS 66205
March 2, 2015, 7:00 P.M.

o Joel Marquardt, Mayor
o Megan England, Council Member
o Becky Fast, Council Member

o Marek Gliniecki, Council Member
o Jennifer Gunby, Council Member
o Teresa Kelly, Council Member

o Sheri McNeil, Council Member
o Michael Rhoades, Council Member
o Ryan Kellerman, Council Member

Staff:

o Jennifer Jones-Lacy, Asst. City Administrator/Director of Finance
o Kelley Bohon, City Clerk

o John Morris, Police Chief
o Jose Leon, Public Works Director
o Neil Shortlidge, City Attorney

City Clerk Bohon declared that a quorum was present. Mayor Marquardt called the meeting to order at 7:00 p.m. CMBR England appeared by telephone.

PLEDGE OF ALLEGIANCE

ROLL CALL

I. RIGHT OF WAY MANAGEMENT ORDINANCE 906

CMBR Rhoades followed up on the discussion during the Committee of the Whole regarding the clustering of utility vaults on a single property.

Mayor Marquardt stated that it has been common practice for residents to screen the vaults with either landscaping or fencing that allows for access by the utility companies.

City Attorney Shortlidge directed the Council's attention to Section 13-809(e) of the ordinance which gives the Public Works Director or another designee some discretion in approving locations of the utility vaults

Public Works Director Leon noted that utility companies tend to cluster their vaults as opposed to placing them randomly all over properties. He noted that clustering serves a purpose of making it easier to landscape. He also noted that he has only worked with Google and they were very open to what the City desired in terms of aesthetics opting for green boxes to "match" the grass and using concrete topped boxes in sidewalks.

MOTION: CMBR GLINIECKI MOVED, SECONDED BY CMBR MCNEIL SECONDED, TO PROPOSE AN ORDINANCE RELATING TO RIGHT-OF-WAY MANAGEMENT; AMENDING AND REPEALING EXISTING SECTIONS 13-803, 13-805, 13-806, 13-809, 13-811, 13-813, 13-814, 13-818, 13-819, 13-820, 13-823, 13-824, 13-826 AND 13-827 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS. (MOTION CARRIED 8-0)

II. ADJOURNMENT

MOTION: CMBR FAST MOVED, SECONDED BY CMBR KELLY, TO ADJOURN. (MOTION CARRIED, 8-0)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- I.-C.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: City Council Minutes May 18, 2015

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

ATTACHMENTS:

Description

Type

05182015 Council Minutes

Cover Memo

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, May 18, 2015, 7:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Aaron Otto, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin

Chair, Kellerman
Co-Chair, Janssen

Finance

Chair, Poppa
Co-Chair, Rhoades

Safety

Chair, Kelly
Co-Chair, McNeil

Public Works

Chair, Thompson
Co-Chair, Fast

Mayor Marquardt called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

Modification of Agenda

MOTION: CMBR FAST MOVED, SECONDED BY CMBR RHOADES - MODIFICATION REGARDING GRANADA PARK CHANGE ORDER NO. 1 TO PROPOSAL TO CONSTRUCT A CONCRETE PAD FOR GRANADA PARK TO BE UNDER NEW BUSINESS. (MOTION PASSES 8-0).

MOTION : CMBR RHOADES MOVED, SECONDED BY CMBR JANSSEN, TO MOVE FROM THE CONSENT AGENDA ITEM B, REQUEST FOR PROPOSALS FOR LIGHT REPLACEMENT AT PUBLIC WORKS, AND C, SALT DOME INTERLOCAL AGREEMENT WITH FAIRWAY, TO NEW BUSINESS. (MOTION PASSES 5-4, WITH MAYOR CASTING THE DECIDING VOTE)

I. Consent Agenda

- A. Appropriation Ordinance # 880
- B. Request for Proposals for Light Replacement at Public Works Building
- C. Salt Dome Interlocal Agreement with Fairway
- D. Committee of the Whole Procedural Rules
- E. 2015 Leaf Schedule

MOTION: CMBR MCNEIL MOVED, SECONDED BY CMBR KELLY, TO APPROVE THE CONSENT AGENDA.
(MOTION PASSES 8-0)

II. Business from the Floor -

A. Applications/Presentations

- 1. John O'Neil – Johnson County Wastewater

CMBR Fast thanked Mission Councilors Pat Quinn and Debbie Kring for being in attendance and for working together with the City on the issue of the JCW Treatment Plant. She noted that Councilor Quinn's Ward I borders Roeland Park's Ward I and the Johnson County Wastewater Treatment Plant is in his ward.

Mr. John O'Neil spoke to the Governing Body regarding some of the operational issues at the treatment facility located at 4800 Nall. He stated the plan services a population approaching 500,000 people. He added there are seven wastewater treatment facilities in the county. His facility has a capacity of 62 million gallons per day. 12 million gallons of that goes to other municipalities, Kansas City, Missouri and Olathe, to be treated. The facility also receives a flow from Olathe into its system. The wastewater facility has over 30 pumping stations and 2,200 miles of sewer, with the vast majority of pump stations in the Brush Creek watershed. Turkey Creek watershed is utilized by the Nelson complex with 15 million gallons per day. Currently they are studying and working on ways to reduce rain water into the system.

Mr. O'Neil addressed odor problems at the facility. Professionals have been brought in to train staff and residents to document what's going on, when and how. Johnson County Wastewater has spent \$6 million to deal with odors. They spend more than \$300,000 a year on chemicals alone to control odors at the Nelson facility. In 2014, they switched to a more expensive, more effective odor chemical. He also added that the facility monitors for odors daily. He then provided the Governing Body and the audience with emergency contact numbers, customer service numbers and a website. Mr. O'Neil stated he would make himself available after the meeting for questions.

2. Home Occupation License for Therapist Application

MOTION: CMBR KELLY MOVED, SECONDED BY CMBR MCNEIL, TO APPROVE THE APPLICATION FOR A MASSAGE THERAPIST BUSINESS LICENSE FOR KAREN Grotewohl (MOTION CARRIES 8-0)

3. Northeast Johnson County Chamber – Deb Settle

Ms. Settle noted the Chamber is hard at work to help support our area businesses. She noted that Roeland Park has 12 businesses that are members of the Northeast Johnson County Chamber. She also expressed her thanks for the City hosting the candidate forum. She noted that CMBR Michael Rhoades and Finance Director Jennifer Jones-Lacy will be graduating from the Leadership Northeast program. Ms. Settle also recognized CMBR Kelly for her phenomenal job formatting new programs for the Leadership program as a member of the Education Curriculum Committee. She also expressed her appreciation of Aaron Otto for his work with Roeland Park and the Northeast Johnson County Chamber. She concluded by stating the Chamber is always open to new ideas and looking for ways to grow and she is willing to meet and talk with anyone.

Mayor Marquardt recognized Ms. Settle's hard work and stated he appreciates all she does with events.

4. Emily Patrick – Keeping Chickens

MOTION: CMBR RHOADES MOVED, CMBR KELLY SECONDED, FOR THE APPROVAL OF THE PATRICK FAMILY TO KEEP CHICKENS ON THEIR PROPERTY PER CITY ORDINANCE. (MOTION PASSES 8-0)

5. Joe and Lindsey Carroll – Keeping Chickens

MOTION: CMBR FAST MOVED, CMBR MCNEIL SECONDED, FOR THE APPROVAL OF JOE AND LINDSEY CARROLL TO KEEP CHICKENS ON THEIR PROPERTY PER CITY ORDINANCE. (MOTION PASSES 8-0)

6. John and Madelyn Kamphaus – Keeping Chickens

MOTION: CMBR MCNEIL MOVED, CMBR KELLY SECONDED, FOR THE APPROVAL OF JOHN AND MADELYN KAMPHAUS TO KEEP CHICKENS ON THEIR PROPERTY PER CITY ORDINANCE. (MOTION PASSES 8-0)

7. Caitlin McGrath – Horizon Academy Great Pumpkin Race

Caitlin McGrath, Community Relations Coordinator for Horizon Academy, addressed the Governing Body regarding the Third Annual Great Pumpkin Race 5K. She noted Horizon Academy is a private school for students in grades 1 through 12 for students who struggle with learning disabilities. She thanked Roeland Park for their past support of the school and community events. She said the race will raise money for their scholarship fund so that more students can afford to attend the academy. The event will be held Saturday, October 31st at 9 a.m. at Horizon Academy. The race is in October which is Learning Disabilities Awareness Month. Last year, they raised over \$11,700 in scholarship money for students. She also thanked the Mayor for participating as race announcer last year. She noted the route will be the same as last year and they will notify all residents of the race that are on the route. She was before the Council seeking approval for a race permit and asking help again by sponsoring the race and by providing the police officers on race day. The City's logo would be added to all promotional materials as well as race t-shirts and on the school's website. She also offered a table at their expo.

Police Chief Morris was asked and stated the in-kind contribution for the Police Department is \$1,152.44.

Public Works Director Leon was asked and stated the in-kind contribution for the Public Works Department is two staff members and two vehicles totaling \$508.

Mayor Marquardt thanked Horizon Academy for the great service in our community and it teaches us how we all have disabilities in different areas and the kids are very unique and talented kids and very inspiring to us all.

MOTION: CMBR KELLY MOVED, CMBR RHOADES SECONDED, TO APPROVE THE PARADE PERMIT, STREET RUN FOR THE GREAT PUMPKIN RACE FOR HORIZON ACADEMY ON SATURDAY, OCTOBER 31, 2015, AT 9:00 A.M. (MOTION PASSES 8-0)

8. Kim Sykora – SMA Run

Ms. Sykora was looking for approval for the 15th Annual Cure SMA Race and Roll. This event was started by residents who have two children that suffer from spinal muscular atrophy (SMA) this disease. The City has been very generous and the event has raised more than \$650,000 in the last 14 years. The event will be held at Bishop Miege, Saturday, September 19th, 2015, from 5:30 a.m. to 11:30 a.m.

Ms. Sykora then provided information regarding SMA, which is a motor neuron disease that affects the voluntary muscles that are used for activities such as crawling, walking, head control, neck control and even swallowing. The funds raised will go toward research for a cure as well as family support. She noted that many children are affected in the Kansas City area with 1 in 48 adults being carriers of the gene and 1 in 3,000 kids affected.

CMBR Fast thanked the group for their work on behalf of families.

Police Chief Morris was asked and stated the in-kind contribution for the Police Department is \$1,152.44.

Public Works Director Leon was asked and stated the in-kind contribution for the Public Works Department is two staff members and two vehicles totaling \$508.

MOTION: CMBR FAST MOVED, CMBR MCNEIL SECONDED, FOR ROELAND PARK APPROVE THE PERMIT FOR THE 15TH ANNUAL CURE SMA RACE AND ROLL, SATURDAY, SEPTEMBER 19, 2015, FROM 5:30 A.M. TO 11:30 A.M. (MOTION CARRIES 8-0)

9. Scott Ferrel – Community Events Update

Scott Ferrel, Chair of the all-volunteer Community Events committee provided an update on happenings in the City. He said that Easter was fantastic and that Public Works did a really great job cleaning up the park. He said that many residents had not been to Nall Park before and that more people are starting to go there. He noted there will be the City-Wide Block Party June on 13th. Everyone is welcome. There will be four bands, a food truck from Warner's in Mission, face painting, and a balloon artist. Mr. Ferrel noted this event is at no charge to the Committee and thanked the City for budgeting the \$1,000 for community events as they are able to pay for the bands and the sound guy. He also thanked the Art Committee and Chair Gliniecki for having an Arts Scavenger Hunt at the event. Finally, October 3rd is the pending date for Barktoberfest with more information to come.

CMBR Fast said she appreciated having the Easter Egg Hunt at Nall Park and everyone did a wonderful job.

Mr. Ferrel noted it was the intent to switch back and forth between R Park and Nall Park for the Easter Egg Hunt in the future.

10. Marek Gliniecki – Request from the Arts Committee

Marek Gliniecki, Chair of the Arts Advisory Committee, provided an update on the Art Auction which raised over \$700 for the committee to provide art in Roeland Park. He mentioned the Pianos on Parade noting the \$2,500 to sponsor a piano was privately raised. He asked the Council for permission to place the piano at the Community Center, but also setting up at Carpenter Park or the library would be Plan B.

Mr. Gliniecki noted the Art Scavenger Hunt at the City-Wide Block Party on June 13th will from 1-3 p.m.

Mr. Gliniecki is requesting permission for placement of a piano at the Community Center, or the Plan B location for the summer season and banner to be displayed through the summer season. He is also requesting permission for a banner advertising the Art Scavenger Hunt for a two-week period before the event.

MOTION: CMBR MCNEIL MOVED, CMBR KELLY SECONDED, THAT THE CITY OF ROELAND PARK PARTICIPATE IN THE PIANOS ON PARADE ART EVENT WITH PLACEMENT AT THE COMMUNITY CENTER, OR IN THE ALTERNATIVE, EITHER AT CARPENTER PARK OR AT CEDAR ROE LIBRARY. (MOTION CARRIES 8-0)

MOTION: CMBR RHOADES MOVED, CMBR POPPA SECONDED, TO AMEND TO INCLUDE TWO BANNERS FOR THE PIANOS ON PARADE PROGRAM AND ALSO TWO BANNERS FOR A TWO-WEEK PERIOD FOR THE ART SCAVENGER HUNT TO BE INCLUDED IN THAT. (MOTION CARRIES 8-0)

Mr. Gliniecki stated on behalf of the Arts Committee, he is very appreciative of the Council's support.

11. City Auditors

Chelsey Forge from McGladrey, the external audit firm engaged by the City to perform the annual audit as well as draft the CAFR stated the results of the report were very clean. She noted that she had been on the City's audit team for six years and this was the smoothest one yet and there were no significant deficiencies or material weaknesses to report. She commended City Administrator Otto and Finance Director Ms. Jones-Lacy for their dedication to the process.

B. Citizens Comments

Tom Madigan. Mr. Madigan complemented the staff at the Wastewater Treatment Plant, noting that he has seen a change and appreciates their efforts.

Shea Geist. Ms. Geist, Chair of the Parks Committee, brought forward a recommendation of the Committee supporting additional measure be taken to abate the wastewater odor affecting Nall Park with a visual barrier.

Sheri Thomas. Dr. Thomas addressed the dangerousness of the chemicals at the wastewater site versus the smell.

John O'Neil. Mr. O'Neil addressed the comments of the previous speakers. Noted the system is designed and operated by humans and sometimes mistakes happen, failures happen and do their best address and prevent them from happening.

III. Mayor's Report

A. Economic Development Update

Mayor Marquardt stated that discussions and plans are ongoing with 47th and Mission, Northeast Roe and Johnson, Northwest Roe and Johnson, the Walmart site and 4800 Roe. It will be a point of future discussion how to move forward with 4800 Roe and whether to use TIF funds that have a limited amount of time to be utilized. He also suggested that an ad hoc group that would study and help develop possible direction for the Council to make a decision with regards to the Granada, City Hall TIF funds.

The Mayor stated that he and five Councilmembers went to the Governing Body Institute in Topeka. He noted it was very valuable and a great opportunity and encouraged those who did not attend to make a point in the future to do so.

It was also noted the Kansas Senate has passed changing elections to the fall of odd-numbered years, and will be presented to the House for approval.

IV. Standing Committees/Committee Reports

A. Admin

CMBR Janssen said the Admin Committee had a healthy agenda, much of which that will be addressed under New Business. CMBRS Poppa and Janssen have been working on the processes and procedures for the Committee of the Whole and are looking at some neighboring cities for ideas.

B. Finance

CMBR Rhoades noted that all Finance matters had been discussed at the Committee of the Whole meeting. In addition, he will be meeting with CMBR Kelly to go over goals and strategic planning goals to put them in a more cohesive way to discuss as a Governing Body.

C. Safety

CMBR McNeil reported that Police Chief Morris provided the first quarterly statistics and the safety statistics at the May 4th Committee of the Whole meeting. Also the new police cars are coming and will be equipped when they arrive.

D. Public Works

CMBR Fast noted the Committee had decided not to paint “Roeland Park” on the water tower as it was very expensive and the tower is not visible in many places in the community. She also noted that the Council passed the interlocal agreement with Fairway for sharing the new salt dome. The Committee has made recommendations for paint colors on the Community Center. Also approved were the replacement of lights to more energy efficient lights at the Public Works facility. There was also an agreement to move forward with the proposed street maintenance program, Part 2.

V. Reports of City Liaisons-

A. JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna Rush and Jan Grebe)

CMBR Fast said the official opening of the pool will be May 22 and will be free for all Roeland Park residents. She encouraged everyone to attend. Upcoming activities at the pool are:

- July 18 - Dive-in Movie night at 8:45 p.m.
- August 1 - Lifeguard Competition Night.
- August 8- Back to School Bash and Splash for Cash

B. 47th and Mission (Michael Rhoades, Tim Janssen and Sheri McNeil alt)

CMBR Rhoades said no meeting was held in anticipation of a permit application for the Roeland Park Side of the district. There was an April 7th meeting at Taco Republic to discuss a marketing piece for all members of the district to offer coupons and have community events. Dynamic Disc is looking to sponsor an event in August at a nearby park. The district is also considering a name change to District 47. It was also noted that there needs to be more discussion with parking issues among the businesses. The Merchants Association is going to change businesses so that other members in the district can get to know the businesses and what they do. There will be a meeting May 30 at 3:30 p.m. at Westwood City Hall.

VI. Unfinished Business

VII. New Business

A. Interim City Administrator

City Administrator Otto spoke to candidate Mark Pentz’s qualification. He noted that Mr. Pentz has received the Kansas Association of City/County Management’s, Buford M. Watson, Jr. Award for Excellence in Public Management, the highest lifetime achievement award you can win, which speaks to his reputation within the industry. Mr. Otto then presented to the Council an employment agreement created by City Administrator Otto and City Attorney Shortlidge and reviewed by Mr. Pentz.

Mayor Marquardt thanked CMBRS Fast and McNeil for taking the time to meet with Mr. Pentz. The Mayor has spoken with people from different cities and the consensus is that the City is extremely lucky to have found him and also that he is willing to help the City during this transition.

Mr. Pentz stated he appreciated the opportunity to address the Council and was willing to answer any questions and would like the opportunity to serve the citizens of Roeland Park, the Mayor and Council.

CMBR Fast stated she was very impressed in her meeting with Mr. Pentz and his willingness to be flexible. His compensation structure shows a public servant who truly cares about the City. She also noted that he is willing to help in the hiring process of a new City Administrator. She was equally impressed with his work in both large and small cities and varying budget amounts.

CMBR McNeil was also impressed with Mr. Pentz and his qualifications. She also placed a lot of value on Mr. Otto's opinion. She was encouraged in finding that people contacted about Mr. Pentz spoke very highly of him. CMBR McNeil feels very comfortable with this recommendation and feels he would be a great fit in the City.

MOTION: CMBR MCNEIL MOVED, CMBR KELLY SECONDED, TO APPROVE THE EMPLOYMENT AGREEMENT WITH MARK PENTZ AS INTERIM CITY ADMINISTRATOR. (MOTION PASSES 8-0)

B. Approval of Council Members serving on various committees
CMBR Poppa agreed to be an additional alternate for the Redevelopment Committee.

MOTION: CMBR MCNEIL MOVED, CMBR THOMPSON SECONDED, TO APPROVE THE COUNCILMEMBERS SERVING ON CITY COMMITTEES AS LISTED. (MOTION PASSES 8-0)

C. Banner at R Park
Shea Geist showed the updated changes to the master plan banner to be displayed in R Park. Changes included adding the completion cost as well as an estimated cost of the different phases. A "Who is Paying for This?" section was added to show the City's contribution and matching funds. Also added was "Subject to Revision" under the current master plan. A QR code was also added for further information.

CMBR Kellerman thanked Ms. Geist for updating the changes to the banner.

MOTION: CMBR POPPA MOVED, SECONDED BY CMBR KELLY, TO APPROVE A BANNER TO BE NO GREATER IN SIZE THAN 4' X 8' IN R PARK FOR THE DURATION OF THE SUMMER (TO BE REMOVED THE DAY AFTER LABOR DAY). (MOTION PASSES 8-0).

D. Solid Waste Fee
City Administrator Otto stated the solid waste fee is set annually by the City Council. The fee includes two programs, payment to Town & Country for their work on recycling yard waste and solid waste removal and the leaf removal program. Town & Country has two holidays for trash amnesty days, after the Fourth of July week and the week after Christmas. A recommendation was made to raise and hold at \$175.47 for '14 and '15. The recommendation for '16 is to continue the hold for a couple more years, but it may need to be raised in 2018.

MOTION: CMBR KELLY MOVED, CMBR MCNEIL SECONDED, TO APPROVE 2016 SOLID WASTE MANAGEMENT FEE RATE THE SAME AS 2015 FOR AN INDIVIDUAL HOUSEHOLD AT \$175.47. (MOTION PASSES 8-0)

E. Interlocal Agreement with the City of Overland Park to administer 2015 CARS project
Public Works Director Leon presented an interlocal agreement to take advantage of the bid process with the City of Overland Park. Mr. Leon explained City's own bid process is limited due to the size of its projects and results in paying a premium price for work. This agreement allows Roeland Park to attach to Overland Park's 2015 mill and overlay contract which results in a lower price per bid item, a quantity discount. He also added that the City of Fairway is also attached to the agreement.

City Administrator Otto stated he appreciated Mr. Leon's efforts in making this deal happen. He clarified that this is only for mill and overlay services. The hope is next year the City will again have the opportunity to build in more than just the mill and overlay portion and bring in other cities in the bid process.

MOTION: CMBR MCNEIL MOVED, CMBR KELLY SECONDED, TO APPROVE AN AGREEMENT WITH THE CITY OF OVERLAND PARK TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES AND MANAGE CONSTRUCTION INSPECTION SERVICES FOR THE 2015 CARS PUBLIC IMPROVEMENT PROJECTS AT A COST NOT TO EXCEED \$20,000. (MOTION PASSES 8-0)

F. Agreement for Street Maintenance, Part 2

Public Works Director Leon stated the goal of Phase 2 is to get Harbour Brothers Construction on board to help prepare, and do prep work for the streets for next year's surface treatments. This is the result of a cooperative agreement with Lenexa to get roughly the same pricing. The City will realize a significant savings per square yard, paying around \$20 a square, which is about half of last year's price. There is a task order to have SKW do the construction administration, which includes finalizing the contracts with the contractor and construction inspection.

MOTION: CMBR FAST MOVED, CMBR KELLY SECONDED, TO APPROVE USING THE EXCEPTION CLAUSE IN OUR PURCHASE POLICY AND USE STREET PATCHING SERVICES ALREADY COMPETITIVELY BID THROUGH THE CITY OF LENEXA, KANSAS. THE COST NOT TO EXCEED IS \$165,000. (MOTION PASSES 8-0)

G. Remote Meeting Participation Policy

City Administrator Otto said traditionally the City has allowed remote meeting participation, but there is currently no written policy. He noted that language has been added to address a true emergency where a member could not notify the day before and a clause to make an exception on a case-by-case basis. Current practice, but not documented.

CMBR Rhoades inquired if the Special Call Council meeting was addressed in the policy and recommended to table this item for further discussion.

There was no motion to approve and so this item will be sent back to the Committee of the Whole for further discussions.

H. Purchase of Audio Visual Equipment for the Roeland Park Committee Center

City Administrator Otto noted that Phase 1 was approved by the Governing Body to work on the deferred maintenance items at the Community Center. One of those improvements was the sound and audio visual equipment in the Multi-Purpose Room. The Director of Facilities has solicited bids and the lowest bid has come in at \$9,200 for comparable equipment systems. If approved, it is hoped to have the equipment in place for budget presentations on June 8th. The work will be performed by Kansas City Audio Visual.

MOTION: CMBR KELLERMAN MOVED, CMBR FAST SECONDED, TO APPROVE THE PURCHASE OF AUDIO VISUAL EQUIPMENT FOR THE MULTIPURPOSE ROOM AT THE ROELAND PARK COMMUNITY CENTER FROM KANSAS CITY AUDIO VISUAL AT A PRICE NOT TO EXCEED \$9,207.00. (MOTION PASSES 8-0)

I. Investment Agreement with Columbia Capital

MAYOR MARQUARDT: Next up, Investment Agreement with Columbia Capital. Mr. Jeff White. Mr. Otto, would you like to give a little background before Mr. White --

CITY ADMINISTRATOR OTTO: Sure. So, a little bit of background is that members of the previous Governing Body had asked if staff would research ways that potential idle funds that could be used at certain times of the year to try to produce some kind of return on investment, which in a low interest rate environment is not entirely easy if you just have it sitting in a bank. And so that's when we engaged in a discussion with Columbia Capital who were already picked through competitive bid for your city financial advisors to see if there's a way that they could be of assistance to us, and they do provide similar services in a number of communities. They were at a Committee of the Whole, kind of briefing what their services could be. And after, we seemed to have some agreement to explore further what this would look like, we created, really Columbia Capital created and we reviewed, the Management Services Agreement that's attached in the Council packet. So, we did include the briefing that was done on the Committee of the Whole via PowerPoint and then the Service Agreement that the City Attorney has also reviewed is enclosed in the packet. So, you would be approving the Investment Advisory Agreement if you choose to go forward. And I can let Mr. White talk a little bit more about the timeline and any other questions you may have.

MAYOR MARQUARDT: Mr. White, would you like to go to the podium, please?

MR. WHITE: Mr. Mayor and members of the Council, Jeff White with Columbia Capital. You have a lengthy meeting. I don't have anything to add to the conversation beyond the relatively in-depth dialogue that we had at Council of the Whole, but would certainly be happy to respond to any questions. If Council were to approve this tonight, we would immediately get to work. Typically it takes a couple months to kind of get all the pieces in place and things working, particularly with Jennifer taking care of a little one in the meantime here, so we'll get moving on everything that we can and then really get rolling upon her return.

MAYOR MARQUARDT: Thank you.

CITY ADMINISTRATOR OTTO: Just as a reminder, if I may. If funds are sitting in like a CID or a TIF or a -- TDDs really won't be an issue, but the other two, if there are gains made on those funds, they do stay segregated to go back to those economic development funds because of the [inaudible] money issue. But if it's an item that's in the General Fund, obviously those become re-appropriated dollars or dollars that you could re-appropriate the next year in terms of gains.

MAYOR MARQUARDT: Mr. Rhoades.

CMBR RHOADES: I guess, is there any way, and if you stated this before, I apologize for asking again. But hypothetically, like for instance last year, what would, I mean, I know that you don't know what fund it would be or what type of investment maybe it would have been in, but what would you -- what do you think the rate of return would have been if you had done this last year? Is that a total hypothetical? You're not --

MR. WHITE: It's a total hypothetical because --

CMBR RHOADES: Okay. Then going forward, from this date forward, what type of return do you envision us seeing? And what is the risk? What is the chances of losing money on this deal? Because if that, I guess if there's a chance -- or is there any guarantees? Can you guarantee that we won't lose money, I guess would be one of the questions I have.

MR. WHITE: So, let me answer those backwards.

CMBR RHOADES: Sorry.

MR. WHITE: No, that's just fine. So, no, there is no guarantees. But state law restricts the range of investments that we can pick. And so with respect to are we going to invest in something and have that issue dry up and blow away, no. We're talking about US Treasuries, US agencies, Kansas general obligation bonds, bank certificates of deposit. So, from a credit quality standpoint the statutes really limit us appropriately. These are public funds. The largest risk for Roeland Park, and for any city, is that you buy an investment that matures, say two years from now, and you need the money one year from now, and the markets have moved against you in the meantime, and you end up having to terminate that security early, sell it into the market. And again, high quality, high liquidity investments. We're going to get the cash back. But you may get back less than what you purchased it for. And so a key part of our portfolio design is to try and never have that happen. And we do that by using a tiered liquidity structure so that we look back at three years' worth of cash flows for the City as a whole to determine what the typical month in and month out monies are, payroll, accounts payable, those kinds of things, sales tax money coming in, property tax coming in. And we put enough money in your checking account to make sure that we can cover those expenses each month. We then provide some additional cushioning in the form of a secondary liquidity portfolio. And that is invested only out to about a year. In the event that we've got to redeem a security early from that portfolio, the loss is going to be likely very small, if any. Because again, it's invested for a short period of time. And hopefully we won't need to at all because we're going to have monies becoming available in that fund on a routine basis. So, our primary concern, the doctrine in a public funds investment, right, is safety first. The old Mark Twain adage, the return of your principal is more important than the return on your principal. Then liquidity, making sure you've got cash available to pay bills, and then and only then, yield. And we think the liquidity piece is best -- or the safety piece is best met by making sure you've got ample liquidity in the portfolio. And so we're focused on that.

To your first point, how much would we earn. It varies a lot depending upon particularly how far out the [inaudible] curve we can go today. And that's going to be dependent upon the cash flows that we see. And to some extent as Aaron mentioned these special funds may have special cash flows that relate to those. So, as we talked about in Committee, we gave you some ideas about what we've done for other communities. But the experience of each community differs based upon the portfolio construction for those individual communities. What I can tell you is that interest rates have been at or near historical lows going on about four or five years at this point. Our fee is a fixed percentage of the portfolio. And as interest rates rise the fee becomes a less and less share of that total return. So, I think we gave you an indication in the Committee of the Whole. The City of Prairie Village is a client. They've been a client for more than a couple years at this point. The yield for them has been north of a half of a percent on their portfolio over that time. Will Roeland Park's look like that? I'm not sure. Again, it depends on where those funds need to be to provide the liquidity I talked about and where they can be to provide the income that we talked about going forward. But certainly our goal is to make sure that money is not sitting in a money market, not really a money market, a bank account, or a checking account overnight earning a 0.1 percent per year. And that's the case in a lot of places. It's just -- it's a lot of work to find some additional [inaudible] today.

CMBR RHOADES: Okay. Thank you.

MAYOR MARQUARDT: Okay. Ms. Fast.

CMBR FAST: Yeah. So, today we're agreeing to -- an agreement with you. But we haven't, I mean, you told us some ideas, but we haven't seen any sort of portfolio on how you invest our funds. I mean, what sort of input do we have in that? Is this an agreement we're just saying go do it or are you going to come back and show us in writing what you will do and what sort of funds? I guess we haven't seen anything really in writing except now for this agreement, so it doesn't give me any idea what sort of interest rate, what sort of funds. You know, it's hard to trust, you know, without seeing much in writing.

MR. WHITE: Sure. We're not selling products.

CMBR FAST: Okay.

MR. WHITE: We're selling advice and we're selling process. Right. And so we have had a dialogue with Jennifer looking at long-term cash flows of the City and coming up with a conceptual portfolio structure. How much would go in those individual liquidity buckets? How much would go in other places? The next step after that is for us to go to the market and to determine in each one of those separate portfolios among the state statutes that we're allowed to use, which investments we can find. And for the most part that's going to be based on a bid. And those bids are typically written as we have \$2 million that we need to have mature on or about September 30, 2015. You mark it participant. Tell us what you have in your inventory or available that meets the statutory requirements in terms of permitted investments and that provides the best yield. So again, it's going to be a treasury agency, potentially Kansas general obligation bonds. And to the extent it meets all the other rules, the purchase that particular day might be a Kansas GO, it might be a Freddie Mac or a federal home loan bank. It might be a US Treasury. So, I can't tell you on any given day what we might own. Can certainly show you what other communities' portfolios look like so you get a sense of what's in those. But we're not purchasing products. We're purchasing securities that are permitted to you by state law. And the other thing you'll see in your portfolio most likely is bank certificates of deposit. Those are going to be the primary categories of items available. So, I could give you an indicative portfolio, but then the only guarantee I could provide is what we actually do for the City is probably going to look different then what that indicative portfolio looks like just based upon market conditions on any given day.

CMBR FAST: So, how do you go forth when we don't even have a budget passed yet? I mean, right now are you going forth to do investments and, you know, prior to the budget being finalized?

MR. WHITE: My experience, and probably yours as well, is that municipal budgets for communities tend to be very incremental. And your budget next year is probably going to look a lot like your budget last year. Now, I recognize this community has a particularly large change coming in terms of sales tax generation. We're very cognizant of that. And it's something that we've been watching, helping you watch here for a couple years now. But outside of that, when we look at cash flow as a whole, they tend to be very consistent over time. You get your property taxes within about a week range, you know, twice a year from year in and year out. Sales taxes, we can pretty much tell you in March how you did at Christmas, you know, those kinds of things. So, that three-year cash flow projection that we use to build the portfolio to start with really gives us a pretty firm foundation. And then your staff is going to have a very intuitive idea about what demands are coming up. So, particularly this time of year we start talking to our cash management clients about, okay, what does your public works department have planned for the summer and when are we going to start seeing invoices for mill and overlay programs and those kinds of things, so that we can anticipate making sure that we've got enough cash in the portfolio to cover those bills. So, even though you haven't started discussions on 2016, I can probably pretty reliably predict what your cash flow demands will look like in 2016. And if something large changes, we'll have enough flexibility in the portfolio to be able to accommodate that.

MAYOR MARQUARDT: Mr. Rhoades?

CMBR RHOADES: A couple of things I have. One, how much, well, I guess the question I have for Aaron whose hand is up, first, is how much do you see foresee us having in our portfolio?

CITY ADMINISTRATOR OTTO: Honestly that's a question Jennifer and Jeff have worked more on, so I can't answer that.

CMBR RHOADES: Okay. But I guess that's important to know if to take another city that has done this, if they've earned a half of a percent, I'd like to know how much we had in our portfolio. I mean, if you're charging us a minimum of 2,400 bucks a quarter, which, you know, comes to, what's that, \$9,600 minimum. If we, you know, if you take whatever half percent of that is, that's not -- that doesn't at least equal that, this isn't a good deal for us.

MR. WHITE: Sure.

CMBR RHOADES: And I mean I honestly would like to see this put aside until Ms. Lacy comes back. And then I don't know that it's necessary that we do this tonight with you or is it? I mean, is this necessary that this gets done immediately?

MR. WHITE: It's certainly your choice.

CMBR RHOADES: Okay. I mean, because like, for instance, I mean, personally I think, I mean, yeah, I'd be all over this. But I mean being the steward of the City's money, I don't know -- I guess I'd like to hear more citizen feedback and more, you know, how they feel on this. I mean I'm totally, for me, comfortable with this. I just don't know, you know, with us being up here and, you know, being the stewards of the City's money. If there's a risk we're going to lose money, I don't know that we should be taking that.

MAYOR MARQUARDT: I just might make one comment that I believe it was stated in the Committee of the Whole that the general projection is that we would probably, and I'm sure there is no guarantees like you said, but the general projection was that we would make double what the investment was, and that's a pretty even keel investment. So, just to share what I think we heard in Committee of the Whole. I think Mr. Otto had a hand up there.

CITY ADMINISTRATOR OTTO: So, just a couple items. Number one, you can get a higher rate of return if you invest in commercial paper. The state does not allow you to invest in commercial paper, so you can't go and buy Sears, you can't go and buy debt from Dillon's, you can't go and buy -- that's all off the table because it is seen as a high rate of return, also goes up your risk factor. So, those are completely off the table here and not options for us, which is good from a safety standpoint, bad for return on your investment standpoint if you want a high rate of return. So, Mr. White just mentioned another city that is getting basically 50 basis points of return. This contract calls for 20 basis points of cost. So, the example you just made, which I think was referenced back in the Committee of the Whole, they netted 30 basis points, if I'm doing the math right, in terms of gains. So, all I know is that for several months Jennifer Jones-Lacy and Columbia Capital went through and looked at exactly what Mr. White mentioned which is our historic cash flows. And like you said, you can tell when dollars are coming in for property taxes within a week every year, and especially when you have some major expenses coming up. The thing to keep in mind is you pass a budget in hopefully early to mid-August. That budget doesn't take effect until January 1st. So, if there is some massive change to it, they have four months roughly to

rebalance the portfolio if they needed to go further on that letter of exploration in terms of being able to unload something or create liquidity. So, there is some time to react. It's fortunate that you don't adopt a budget December 3rd that takes effect January 1st. So, they do have a little bit of time in that sense.

MAYOR MARQUARDT: May I ask also a follow-up to that? I mean, Ms. Jones-Lacy has been integrally working with Mr. White and his company, correct? And can you speak to her comfort in this? I know you can't speak too much personal stuff, but, you know, they've been working together, is that correct?

CITY ADMINISTRATOR OTTO: Yeah. I know nothing that is a reservation on her part of this moving forward.

MAYOR MARQUARDT: Mr. Kellerman.

CMBR KELLERMAN: So, I had mentioned at the Committee meeting I don't disagree with this. But I would like to see us look into it after budget, after January 1st. I, myself, am just not comfortable with it at this point. Like I said, I had mentioned that to you earlier, so, I'm just making that comment, letting the Council know that.

MR. WHITE: I plan to be around. So, if and whenever this body, you know, determines that it's a wise move for the City, we'd certainly be glad to jump back into the conversation if that's the decision tonight.

MAYOR MARQUARDT: Do we even have a motion on the table first of all?

CMBR MCNEIL: No.

CMBR KELLY: No.

MAYOR MARQUARDT: Would anyone like to make a motion? Ms. McNeil?

CMBR MCNEIL: If there are so many questions, would the motion be to refer this back to the Committee of the Whole rather than to approve it since there are so many questions?

MAYOR MARQUARDT: Are there new questions that we didn't hear in the Committee of the Whole already?

CMBR MCNEIL: Well, they're not comfortable --

MAYOR MARQUARDT: I mean, I know you're not comfortable, but I'm saying are there specific questions is just my question? Mr. Rhoades?

CMBR RHOADES: I guess I really don't have a question. I guess one question would be, is this still negotiable, the contract we have with you? Because I know we have a minimum of, you know, \$2,400. Well, if this doesn't make money at the end, would you guys be willing to negotiate that, you know, we don't have those fees that we lose money? Would that be possible, that we renegotiate the terms with you? I don't mean to put you on the spot at this point.

MR. WHITE: Sure. There is more in here than money management.

CMBR RHOADES: I understand that. I understand that.

MR. WHITE: But conceptually, I don't want the City to do a deal where it's earning less than what you're paying me. That would be dumb for you --

CMBR RHOADES: Absolutely.

MR. WHITE: -- and it would be a little embarrassing for me as well. So, certainly our intent is not to make this a net cost engagement. What we're trying to do is take an investment program which doesn't really cover all the bases that we do and it doesn't pay the attention on a day-to-day basis that we do. And really to poise the City for, as rates go up, to make sure that, you know, we're going to play like we practice. Which means we start now, yes, it's a low investment return market today. Yes, we're getting excited about, you know, generating 10 or 15 basis points above what it costs to run the program. But when rates go back to normal ranges, I'm going to wish I had charged more because then we're going to be talking about the City earning three or four percent and the fee will still be at 20 basis points.

MAYOR MARQUARDT: In the last five years can you say if we had done this deal five years ago? I mean, we've had some pretty hard years here and I know that there was an extreme difference in '08. But can you just speak to the last five years if we had had this very deal, would be money ahead, you know, in the last five tough years?

MR. WHITE: I think you would almost certainly be money ahead. I mean, I have not looked back at what your investment earnings have been over the last budget cycles. But I can tell you certainly in dialogue with the other communities that we've started working with over that period of time, what they told us is that they basically weren't doing anything. And if they were making a return it was by luck or by accident for the most part, and it's challenging. But, you know, one thing most Kansas cities don't do is they don't buy Kansas municipal bonds because they don't know the market. They don't know how to access it. And I can tell you today that if you bought, I'll just use that example, that Treasury security that matures at the September of 2015, if you bought a Treasury, you might make six basis points, 6/100th of a percent on that investment. You might make five times that if you bought a Kansas municipal bond. High quality. We're talking about -- like pick DeSoto schools. I saw a piece of DeSoto school paper come across my desk today. And that maturity ranged 25 or 30 basis points. So, it's the little tiny increments that add up over a portfolio of a five million bucks. It's going out a little longer on the curve than you might have because you've got an understanding of your liquidity needs. So, a lot of those little things add up to a point where it doesn't sound like a lot today, but, you know, what does a mill generate in property taxes in Roeland Park? So, you know, that's the hope, is to generate the income so that the tax demand overall in the community --

MAYOR MARQUARDT: All right. So, we've talked about this for a pretty long time. Is there a motion? Yes, Mr. Otto.

CITY ADMINISTRATOR OTTO: And just to put it in perspective. So, the CID today has about a million dollars in it. If we reached a rate of return of four percent, that's \$40,000 a year that would stay there. The ending fund balance sits at about 1.7. So, say a million dollars was invested there at four percent, that's another \$40,000. So, that's two-thirds of a mill. If when you reach those markets that you see those kinds of rates of return again, which we're not at today. But, you know, if the fed starts downgrading QE2 and where we go from there, that's kind of what I think Mr. White is talking about being poised for. So, just to give you some perspective of how those numbers play out.

MAYOR MARQUARDT: All right. So, Ms. McNeil.

(CMBR McNeil made the motion to approve the agreement with Columbia Capital)

MAYOR MARQUARDT: Is there further discussion? Mr. Rhoades?

CMBR RHOADES: Yeah. I do have one more question. I didn't mean to play the up and down game with you. But real quick. For me personally I would like to hear from Ms. Jones-Lacy with us. But one of the questions I have for you is, will this -- if we wait to hear from her, or if, you know, I'm probably going to lean that way, I mean, I think I eventually will get there --

MR. WHITE: Sure.

CMBR RHOADES: -- that I think is the best idea and a great idea, but I just am not -- I don't think I'm there yet. But if we hear from her will this agreement still be in play or will this be torn up and we'll need to negotiate? You said something earlier like, oh, you may wish you would have done a different agreement with us. Will this still be in play in three months?

MR. WHITE: Absolutely.

CMBR RHOADES: Okay. Thank you.

MAYOR MARQUARDT: All right. So, it's been moved and seconded to have this agreement with Columbia Capital. I think we should take a show of hands since because there's obviously some different sides of this. Let's just raise hands if you don't mind. So, all those in favor, please raise your hand. All right. So, five. All those opposed? Three. All right. Motion passes.

MOTION: CMBR MCNEIL MOVED, CMBR KELLY SECONDED, TO APPROVE AN AGREEMENT WITH COLUMBIA CAPITAL FOR INVESTMENT MANAGEMENT SERVICES. (MOTION PASSES 5-3)

J. Agreement to implement Microsoft 365

City Administrator Otto requested approval for the implementation of Microsoft 365 as the 2002 Microsoft exchange server and the 2003 server in use by the Police Department will no longer be supported after July 15th. He noted there will be a one-time fee of \$4,000 to migrate the information from the current servers to Microsoft 365 and there will be an ongoing annual fee of \$6,226. The goal is to have the changeover complete before the end of support so as not to cause any disruptions in the Police Department. Still to come will be changing over the Access system still in use for dog tags and licensing. Staff is researching that next phase of technology updates.

MOTION: CMBR THOMPSON MOVED, CMBR FAST SECONDED, TO APPROVE A MIGRATION AGREEMENT AND SERVINGS AGREEMENT TO SHIFT CITY COMPUTER SERVICES OVER TO MICROSOFT 365. (MOTION PASSES 8-0)

K. Approval of Advertisement for the City Administrator Position

[Unknown Speaker] requested feedback from the Council on the proposed wording of the advertisement as well as advertisement locations in the search for a City Administrator.

The Council agreed to change the City's description as "diverse, 1st Tier Suburb located in northeast Johnson County, Kansas," and to remove the word "public" as a modifier for schools. It was also noted that the short advertisement language should match the language in the long advertisement.

The ad will run beginning May 19 through July 6. After July 6, the LKM will convene a ranking committee and staff will start compiling a booklet with the top 15 rankings, but will forward all of the résumés received for review by the Governing Body. In the booklet will also be an explanation of ranking criteria for the top 15 candidates. After review of the résumés by the Governing Body, Skype interviews will be held for the top 7 to 10 candidates. Following that process, second round in-person visits to the community, touring facilities and meeting with department heads will occur, and hopefully the City will find a candidate.

MOTION: CMBR KELLY MOVED, CMBR MCNEIL SECONDED, TO APPROVE THE ADVERTISEMENT WITH EDITS FOR THE CITY ADMINISTRATOR POSITION. (MOTION PASSES 8-0)

L. Employee Handbook

City Administrator Otto said the handbook was last updated in 2002 with the assistance of Midwest Public Risk (MPR). The Management team has worked with an MPR attorney to fine-tune improvements and to address any changes in employment law since the last revision. If adopted, changes would not go into effect for about a month to give staff an opportunity to read and acknowledge that they've read the updated handbook and can ask any questions.

MOTION: CMBR MCNEIL MOVED, CMBR THOMPSON SECONDED, TO APPROVE UPDATES TO THE CITY EMPLOYEE HANDBOOK. (MOTION PASSES 8-0)

M. Naming Policy for City Property

City Administrator Otto noted that the City did not have a formal policy in place for naming larger structures in the City such as a park, or a public building. Mr. Otto added that City Attorney Shortlidge recommended removing the word "sole" from Section IV(A) of the Public Property Naming Policy.

MOTION: CMBR KELLY MOVED, CMBR MCNEIL SECONDED, TO APPROVE A NAMING CITY PROPERTY POLICY WITH THE EDIT TO SECTION IV(A). (MOTION PASSES 8-0)

N. Election of the Council President

Mayor Marquardt asked for nominations.

CMBR Kellerman nominated CMBR Fast for Council President.

CMBR Fast offered comments that if elected Council President, she would work to help the Council move forward to be a more efficient and collaborative Governing Body.

MOTION: CMBR KELLERMAN MOVED, CMBR THOMPSON SECONDED, TO APPROVE CMBR BECKY FAST AS COUNCIL PRESIDENT. (MOTION PASSES 8-0)

O. Granada Park

Public Works Director Leon presented the change order to construct a concrete pad for picnic tables at Granada Park that was not a part of the initial contract.

MOTION: CMBR FAST MOVED, CMBR RHOADES, TO GAIN APPROVAL TO ACCEPT CHANGE ORDER NUMBER 1 PROPOSAL FOR GOLCONDA GROUP TO CONSTRUCT A CONCRETE PAD FOR GRANADA PARK AT A COST NOT TO EXCEED \$11,120. (MOTION PASSES 8-0)

VIII. Ordinances and Resolutions:

A. Ordinance 909 - AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d). (for Community Block Party and Barktoberfest)

City Administrator Otto stated this would allow alcohol to be present on public property June 13th for the Community Block Party and October 3rd for Barktoberfest. Both events are to be held in R Park.

MOTION: CMBR POPPA MOVED, CMBR RHOADES SECONDED, TO APPROVE ORDINANCE 909 - AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d) FOR THE COMMUNITY BLOCK PARTY (JUNE 13, 2105), AND BARKTOBERFEST (OCTOBER 3, 2015), TO BE HELD IN R PARK. (MOTION PASSES 8-0)

B. Resolution 641 Fee Resolution

City Administrator Otto noted that this modification would take effect July 1st. It provides for a discounted rate to a multi-dwelling unit for inspections of water heater reducing fees from \$20 to \$15 and air conditioner and heater inspections from \$65 down to \$45. Since multiple inspections can be covered in one visit, there is a lower cost of recovery for the trips.

MOTION: CMBR KELLY MOVED, CMBR JANSSEN SECONDED, TO APPROVE RESOLUTION 641, A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES TO TAKE EFFECT JULY 1, 2015, MODIFICATION TO THE FEE RESOLUTION FOR WATER HEATERS, AIR CONDITION AND HEATER INSPECTIONS. (MOTION PASSES 8-0)

C. Ordinance 910 - AN ORDINANCE RELATING TO BUILDING CODES; ESTABLISHING THE CODE BOARD OF APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

MOTION: CMBR KELLY MOVED, CMBR MCNEIL SECONDED, TO APPROVE Ordinance 910 - AN ORDINANCE RELATING TO BUILDING CODES; ESTABLISHING THE CODE BOARD OF APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS TO GAIN A RECOMMENDATION OF THE GOVERNING BODY TO SPELL OUT IN CITY CODE WHICH INDIVIDUAL CAN SERVE AS THE CODE BOARD OF APPEALS AND THE PROPERTY MAINTENANCE APPEALS BOARD. (MOTION PASSES 8-0)

IX. Reports of City Officials:

A City Administrator Report

1. Green Purchases

City Administrator Otto said the City does have a green purchase policy that provides for creating a report of items purchased that are considered environmentally friendly or green. The policy allows for purchase

expenses to five percent more than on equivalent non-green purchases. Jennifer Murphy has compiled a list to show the items purchased by the City.

2. Roeland Park Community Center Update

City Administrator Otto reported that the reserve roof fan has been delivered and will be kept in storage. The flag pole donated by KCP&L has been installed by Black & McDonald. He has also met with the painter and discussed the recommendations made at the Committee of the Whole. The City Engineer is working on two task orders dealing with the parking lot and modifications to the flow of traffic in the parking lot. Staff is also working on suggestions for a floor tile in the ADA bathroom. The hot water pump at the center has been repaired and there is now better circulation. A large screen projector will be put added. The gazebo bench was repaired by Public Works. It was noticed there is an improved TV signal in exercise room after mounting an external antenna. The water supply from the pump house at the pool is in place and it allows for a hose to go directly to the community garden. The condenser unit on the MPR room has been replaced and Room 6 has had the lights replaced.

Bids are back for what recessed ceilings would look like in the daycare, Room 2, Room 1, the classrooms, Neighborhood Place and the fitness rooms. The bid includes putting in diffuser, the lights and the power. The bid was \$50,000, but they're trying to get a second bid to see how it compares. The drop ceiling in MPR room was \$17,000. Work in the hallway is projected at \$53,739 and will try to move the duct work to the side and build the hallway out for lighting. It was also suggested that bike racks be added. These would amount to \$1,815 and would be the same as those in R Park.

The responses are back from the Community Center User Survey and will be presented at a future Committee of the Whole. It is thought that some of those items might be address in Phases 2 and 3.

3. Granada Park

Mr. Otto said that a lot of work has been done at the park, but what's remaining is the installation of the drinking fountain, replacing the monument sign in the northeast corner and the installation of the concrete pads for the trash cans and picnic tables. He noted the railing has been repainted and is a great improvement.

A few items of note:

- Two new Police vehicles have been purchased and delivered
- The unmarked 2007 Crown Victoria is listed on Craigslist
- Once stripped, a surplus black & white unit will be added to Craigslist
- All lights have been replaced to LED in the City.
- Police Chief Morris has continued the prescription take-back program in the City.
- Public Works is providing the plantings around monument signs and solar lighting in the City.
- Invitations on block party to Governing Body for June 13th for Second Annual Community Block Party

Mr. Otto encouraged Council members if they need help on the agenda preparation to contact department heads for help. He also noted that staff listens to the meetings and noted a comment was made about a "bloated City staff." Mr. Otto said the staff is ten percent smaller than in 2005.

Upcoming Events:

June 1 – Volunteer Reception at 5:30

June 1 – Committee of the Whole at 6:30. Potential topics for discussion will be the working draft budget, potential ADA improvements to City Hall, selection of a drinking fountain at R Park to be approved, an RFP for abating mowing services for private properties, Community Center use survey results, City Employee Satisfaction survey, update and status of MuniCode, remote meeting participation policy. For June 1st.

CMBR Fast stated she would like to add discussions of the Consent Agenda before going to Council.

City Administrator Otto thanked everyone for getting through one of the largest agendas he has seen.

B. City Attorney Report

No Report Given.

C. City Clerk Report

No Report Given.

Mayor Marquardt noted this was City Administrator Otto's last Council meeting and a reception is planned for June 8th.

MAYOR MARQUARDT: Just a few things just for the record as we like to say sometimes. In retrospect, Aaron has been here, what, four years? And he oversaw a complete changing over of the executive team. He had to do searches for many or most of these positions. He has come up with the RFQs for our judge, our City engineer, and so many things. He sees these things coming. He researches from other documents. He pulls things from all over. Just one of numerous things. Many of you might not realize that he had found the idea, and seen some other smaller cities doing this, but the streetlights. That could potentially net our City more than anything we personally do throughout our term, this one single act. It's amazing how much that one thing could help us. And, yes, there are possibilities of light poles going out and we'll have to replace them, but when you look at the big picture of the amount of money that that will make citizens on an annual basis in perpetuity, it's pretty amazing. One of the things, you might not even know, something simple as the computer going out tonight. It was him who noticed there was a plug under the floor. We kept looking around plugging things and he's the one that spotted the plug wasn't together when they moved tables together. He's the one that found Mr. Pentz for us. I mean, what a great single act that was. And he calls or e-mails me about things all the time and things that he wants to make sure that we're doing things right and it's amazing the amount of time and effort he puts in during the workdays and after and weekends. I know you all don't see that, but I see it every day. So, anyway, I really think that, Mr. Otto, I think you've lifted the respect of our City by yourself. People that I talk to around the other cities, when I go to different events, they all comment. Whether it's when we're in Topeka for meetings or Northeast Chamber or State of the Cities, people comment, I have not heard a single bad word. It's like everything is just positive. He's been so professional. He's been a true partner for me and helped me not look foolish numerous times. Has helped keep me informed and made me watch out for numerous pitfalls. So, anyway, I know it's very small and it's late and I should have done this while the rest of the public, well, while most of the public was here, but we do have a plaque. So, Mr. Otto.

(Applause)

MOTION: CMBR KELLY MOVED TO ADJOURN. (MOTION PASSES 8-0)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- I.-D.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/8/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **RFP 2015 Stormwater Maintenance Project**
Item Type: Other

Recommendation:

To approve an RFP to provide construction services for the 2015 Stormwater Maintenance Project located on Roe Lane and Granada Street that will be due on August 11, 2015.

Details:

SKW has completed the design of the 2015 Stormwater Maintenance Project and we are ready to submit this project for RFP to obtain competitive bids to perform the work. The proposed schedule for procurement is as follows:

Release of RFP.....July 21, 2015
RFP Submission Deadline.....August 11, 2015
Council Selection of a vendor.....August 17, 2015

Work to be completed by October 15, 2015.

The Governing Body is not committing to this project by issuing the RFP. That decision point will be when a final contract is presented on August 17, 2015 Council Meeting.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$97,000 was budgeted in 2015 in the Special Infrastructure Fund for this storm drainage project.
Line Item Code/Description: 5469.300	

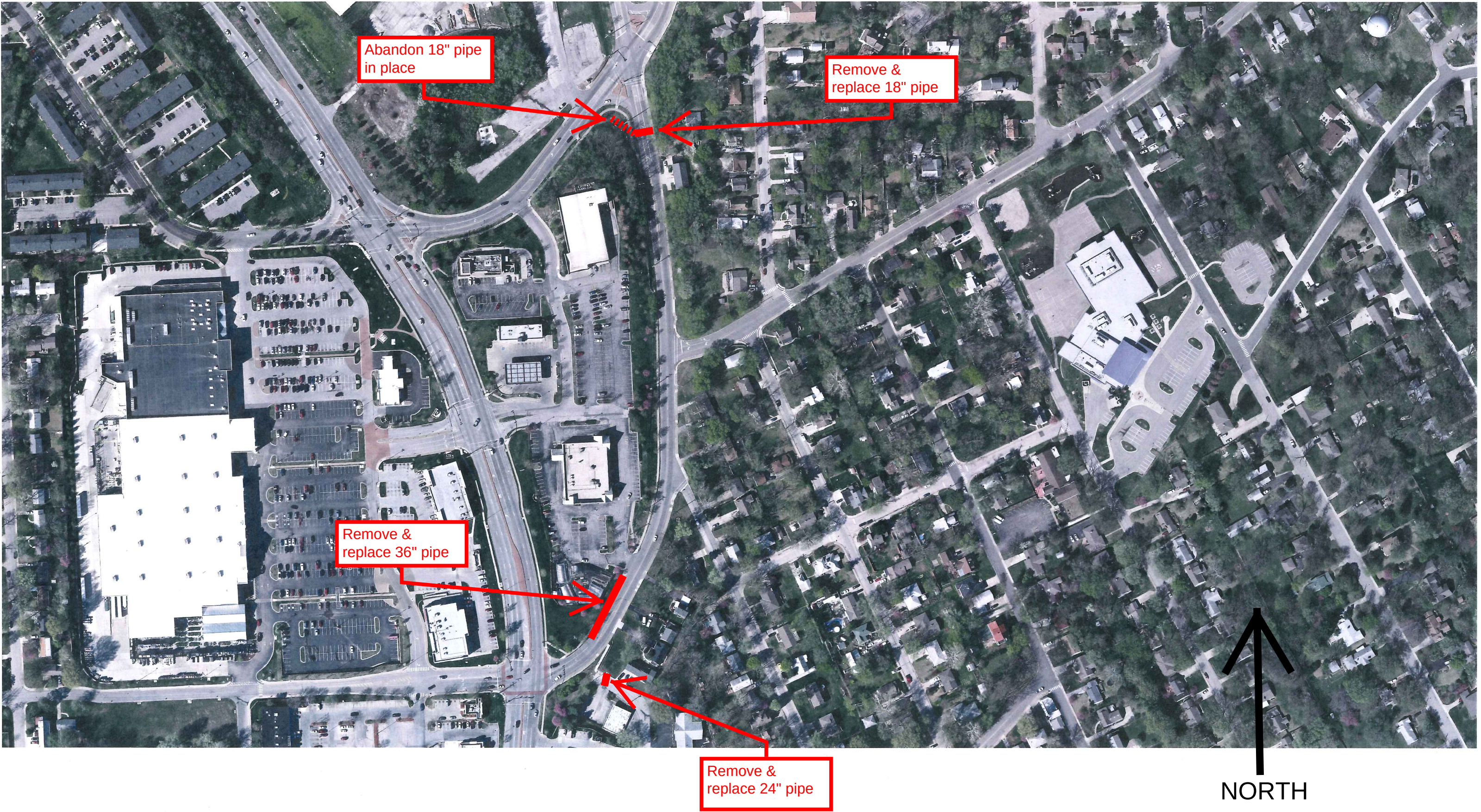
Additional Information

Although this project was originally budgeted for 2015 at \$97,000 in the Special Infrastructure Fund, the Interim City Administrator is proposing to shift the funding to the TIF District 2 Fund and to increase the funding to \$125,000 because of a change in project scope.

ATTACHMENTS:

Description	Type
 Exhibit A - Schematic	Cover Memo
 rfp stormwater maintenance 2015	Cover Memo
 plans stormwater 2015	Cover Memo

2015 Storm Sewer Improvements



Abandon 18" pipe
in place

Remove &
replace 18" pipe

Remove &
replace 36" pipe

Remove &
replace 24" pipe

NORTH

PROJECT MANUAL

2015 STORM SEWER IMPROVEMENTS

FOR

**CITY OF ROELAND PARK
JOHNSON COUNTY, KANSAS**

Bid Date: Tuesday, August 11, 2015 @ 11:00 a.m.

SKW Project No. 130099-200

CITY OF ROELAND PARK, KANSAS
SPECIFICATIONS
AND
CONTRACT DOCUMENTS
2015 STORM SEWER IMPROVEMENTS
SKW PROJECT NO. 130099-200

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CITY OF ROELAND PARK, KANSAS
SKW PROJECT NO. 130099-200

NOTICE TO BIDDERS

Sealed bids for 2015 STORM SEWER IMPROVEMENTS will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until **11:00 a.m.** local time on **August 11, 2015**. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked **"2015 Storm Sewer Improvements"**. Plans and specifications are on file at the office of the City Clerk and the Consulting Engineer, Shafer, Kline, & Warren, Inc. 11250 Corporate Avenue, Lenexa, Kansas 66219.

Copies of plans, specifications, bid documents and other Contract Documents can be seen or purchased 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 under the "Public Jobs" link on the website. Prospective bidders desiring the Contract Documents for use in preparing bids shall obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430 upon payment of **\$30.00 (Thirty Dollars)**, which is **not** refundable. Checks shall be made payable to **Shafer, Kline & Warren, Inc.** Any questions regarding the project, plans, specification, or bid documents should be directed to Shafer, Kline & Warren, Inc. 913-888-7800.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in paragraph GC-2 of the General Conditions, he shall follow the procedures outlined in paragraph GC-3 to bring the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City Engineer.

All bidders shall verify that they have considered all written addenda. Neither the City nor the City Engineer shall be responsible for oral instructions.

Any written addenda issued during the time of bidding shall be covered and included in the bid. There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price.

Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid:

- a. Bid

b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below)

Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed.

In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

A pre-bid meeting will be held at Roeland Park City Hall on August 4, 2015 at 11:00 a.m. Attendance at this meeting is not mandatory; however, key aspects of the project will be discussed. Following the meeting, a site visit will be conducted. The City Engineer will be available to discuss the project.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

INSTRUCTIONS TO BIDDERS

- IB-1. BIDS: All bids shall be made on the forms provided in this bound volume of Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "BID FOR 2015 STORM SEWER IMPROVEMENTS." As per Notice to Bidders, bid shall be addressed to:

CITY OF ROELAND PARK, KANSAS
Attention: City Clerk
City Hall
4600 W. 51st Street
Roeland Park, Kansas 66205

IB-2. DEFINITIONS:

- a. Bidding Documents include the Advertisement or Notice to Bidders, Instructions to Bidders, the bid, other sample bidding and contract forms and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the work consist of the items enumerated in paragraph GC-1 of the General Conditions of the Contract for Construction.
- b. All definitions set forth in the General Conditions or in other Contract Documents are applicable to the bidding documents.
- c. A bid is a complete and properly signed proposal to do the work or designated portion of thereof for the price stipulated therein, submitted in accordance with the bidding documents .
- d. The base bid is the sum stated in the bid for which the bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
- e. An alternative bid (or alternate) is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
- f. A Unit Price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the bidding documents or in the proposed Contract Documents
- g. A bidder is a person or entity who submits a bid.
- h. Successful bidder is the person or entity who is determined and declared by the City to have submitted the lowest and best responsible bid in the conformity with the terms of the bidding documents.
- i. City shall mean the City of Roeland Park, Kansas.
- j. Contractor shall be the bidder that the City has determined and declared to be the successful bidder and which has, following such determination and declaration, thereafter executed a contract for construction with the City to perform the work described therein.

IB-3 BIDDER'S REPRESENTATIONS: Each bidder by making a bid represents that:

- a. He has read and understands the bidding documents and his bid is made in accordance therewith.

- b. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated his observations with the requirements of the proposed Contract Documents.
- c. His bid is based upon the materials, systems and equipments required by the Bidding Documents without exception.
- d. He has familiarized himself with the state, federal and local ordinances and regulations, which may affect cost, progress or performance of the work.

IB-4 BIDDING DOCUMENTS: Bidders may obtain complete sets of the bidding documents from the City in the number and for the sum stated therein.

Bidders shall use complete sets of bidding documents in preparing bids; neither the City nor the City Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The City in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

IB-5 DEFECTS IN BIDDING/ CONTRACT DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding/ Contract Documents of the site and local conditions .

Bidders requiring clarification or interpretation of the Bidding/ Contract Documents shall make a written request, which shall reach the City Engineer at least seven days prior to the date for receipt of bids.

Any interpretation, correction or change of the Bidding / Contract Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding / Contract Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

As noted in paragraph GC-3 of the General Conditions, bidders will not be permitted to take advantage of any such defect.

IB-6 SUBSTITUTIONS: The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of bids unless written request for approval has been received by the City Engineer at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the bidder. The City Engineer's decision of approval or disapproval of a proposed of a proposed substitution shall be final.

If the City Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents (See GC-58).

- IB-7 ADDENDA: Written addenda will be mailed or delivered to all who are known by the City Engineer to have received a complete set of bidding documents.

Copies of the written addenda will be made available for inspection wherever bidding documents are on file for that purpose.

No written addenda will be issued later than four days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting his bid that he has received all written addenda issued, and it shall acknowledge its receipt in its bid.

- IB-8 INSURANCE:

- a) General –

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in the least such amounts as required in the Bidding Documents. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to paragraph GC-36. of the General Conditions for additional insurance information.

- b) Notice of Claim Reduction of Policy Limits –

The Contractor, upon receipt of notice if any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) in excess of \$10,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine the Contractor's aggregate limits of protection shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

MINIMUM REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

Limits –

General Aggregate:	\$1,000, 000
Products/ Completed Operations Aggregate:	\$1,000, 000
Personal & Advertising Injury:	\$1,000, 000
Each Occurrence:	\$1,000, 000

Policy MUST include the following conditions:

- a) Explosion, Collapse & Underground
- b) Independent Contractors
- c) Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

AND

UMBRELLA/EXCESS LIABILITY

Limits –

Each occurrence:	\$1,000, 000
general Aggregate:	\$1,000, 000

The Umbrella/ Excess Liability must be at least as broad as the underlying policy.

[The remainder of this page is left intentionally blank]

c) Automobile Liability –

Policy shall protect the Contractor against claims of bodily injury and/or property damage arising from the ownership or any use of any owned, hired and and/or non-owned vehicle and must include protection for either:

Any Auto

or

All Owned Autos
Hired Autos; and
Non-Owned Autos

Limits –

Combined Single Limits
Bodily Injury and Property Damage – Each Accident

Same as General Liability

d) Worker's Compensation –

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:

Statutory

Employer's Liability:

Bodily Injury by Accident	\$100, 000 each accident
Bodily Injury by Disease	\$500, 000 policy limit
Bodily Injury by Disease	\$100, 000 each employee

e) Owner's Protective Liability –

The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of this Contract. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Project.

f) Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it :

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policy holder rating of A or better; and
- 3) Carries at least a Class X financial rating.

- 4) Is a company mutually agreed upon by the City and the Contractor.

g) Subcontractors' Insurance –

If a part of the Contract is to be sublet, the Contractor shall cover all subcontractors in its insurance policy to the fullest extent permitted by applicable Kansas law. Contractor shall indemnify and hold harmless the City and Shafer, Kline & Warren, Inc. (SKW) as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors, to the fullest extent permitted by applicable Kansas law.

h) Approval of Insurance –

The Contractor may not begin work of any nature until all insurance requirements are met and approved by the City Attorney. The City Attorney will require one of the following statements to appear in the Special Provisions box of the Certificate of Insurance before the insurance is approved:

"To the fullest extent permitted by applicable Kansas law, the general liability policy specifically insures the contractual liability assumed by the Contractor under paragraph GC-31."

OR

"To the fullest extent permitted by applicable Kansas law, the general liability policy has been endorsed to specifically insure the contractual liability assumed by the Contractor under paragraph GC-31."

The City Attorney will also require evidence that the policies provide, or have been endorsed to provide, that should any of the described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days advance written notice to the City.

IB-9 BID SECURITY: Each bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City in an amount of not less than five percent (5%) of the total bid. In addition to other legal remedies, the amount of said bid is accepted and the successful bidder fails to enter into a Contract in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful bidders, with the exception of the second qualifying bidder at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory insurance certificates, performance bond, and statutory bonds, maintenance bond or labor and other documents required by the General Conditions have been furnished and the Contract Documents have been executed.

IB-10 TAXES: It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and compensation taxes. Two copies of the State of Kansas Project Completion Certification (Form DO-77) will be furnished the City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to the Contractor and must be signed and returned to the City upon completion of the project. The City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by the Contractor for a period for five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the

Contractor until the City has received the two project Completion Certifications from the Contractor along with a Consent of Surety Company to Final Payment.

- IB-11. LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages, fixed and agreed to in advance, according to the following schedule:

<u>Contract Amount</u>			<u>Liquidated Damages</u>
\$	0	to 25, 000	\$ 75.00
\$	25,000	to 50, 000	\$ 125.00
\$	50,000	to 100,000	\$ 200.00
\$	100,000	to 500,000	\$ 400.00
\$	500,000	to 1,000,000	\$ 600.00
\$	1,000,000	to 2,000,000	\$ 925.00
\$	2,000,000	to 5,000,000	\$ 1,375.00
\$	5,000,000	to 10,000,000	\$ 2,000.00
\$	10,000,000	and up	\$ 3000.00

for each of the 24-hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

In the event moneys being retained by the City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated and provided for.

- IB-12. MODIFICATIONS OR WITHDRAWAL OF BIDS: bids may be modified or withdrawn by written request received in the office of the City Clerk, prior to the time and date for bid opening. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening thereof.
- IB-13. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful Bidder; and the right to disregard all nonconforming, nonresponsive or conditional bids.

In evaluating Bids, the City may consider, in addition to the bid amounts, the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. The City reserves the right to reject any bid of any Bidder who does not pass the evaluation to the City's satisfaction.

- IB-14. BONDS: The Contractor to whom the work is awarded will be required to furnish a Performance Bond, Statutory Bond, and a Maintenance Bond in the forms hereinafter provided in an amount equal to 100 percent of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" certificate to include the date of the bonds.
- IB-15. INDEMNIFICATION: To the fullest extent permitted by applicable Kansas law, the Contractor shall defend, indemnify and save the City and Shafer, Kline & Warren, Inc. (SKW) harmless from and against all liability for damages, costs and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of and to the extent of the negligent acts or omissions of the Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

- IB-16. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any successful bidder-contractor domiciled outside the state of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition, and if it is determined by the City that the apparent lowest and best bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such contractor's bid complies with this state law requirement.

All bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their states' preferential bidding statutes, if any.

- IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with paragraph GC-65 of the General Conditions.
- IB-18. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful bidder-contractor domiciled outside the State of Kansas must comply with these statutory requirements.
- IB-19. SUBCONTRACTING: As provided in paragraph GC-34, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors; provided, however that the Contractor shall not award subcontracts which total more than fifty percent (50%) of the Contract price.
- IB-20. CONFLICT OF INTEREST: 31 U.S.C.S. Section 1352 requires that all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same. These documents shall be required to execute a contract following project award to the successful bidder. They are not required as part of the bid proposal.

BID PROPOSAL

2015 STORM SEWER IMPROVEMENTS

SKW PROJECT NO. 130099-200

**CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS**

Name of Bidder _____

Address of Bidder _____

Telephone Number of Bidder (_____) _____

To the CITY OF ROELAND PARK, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of trees, utilities, drainage structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the improvements to be made and the type, character and general condition of materials to be used; (e) the necessary handling and rehandling of materials; (f) the difficulties and hazards associated with the work (g) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (h) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials , supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and he understands that the quantities herein given are those that will be used to determine the contract amount.

2015 STORM SEWER IMPROVEMENTS

SKW PROJECT NO. 130099-200

CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS

ITEMIZED PROPOSAL

BASE BID

	Bid Item	Unit	Quantity	Unit Price	Total Price
1	Removal of Existing Infrastructure	LS	1		
2	Construct 54" RCP	LF	240		
3	Construct Curb & Gutter (CG-1)	LF	210		
4	Construct Driveway Restoration	SF	453		
5	Construct Street Restoration	LS	1		
6	Construct Sidewalk (4" Thick)	SF	1,155		
7	Install Permanent Seeding, Mulching & Fertilizing	LS	1		
8	Traffic Control	LS	1		
9	Restore Pavement Markings & Signage	LS	1		
Total for Base Bid					

NOTE: Quantity for curb along driveway (flat portion and transitions) is included in driveway restoration quantity.

(Total Base Bid written in words)\$ _____ Dollars Cents

ALTERNATE BID

	Bid Item	Unit	Quantity	Unit Price	Total Price
1	Removal of Existing Infrastructure	LS	1		
2	Construct 54" RCP	LF	240		
3	Construct Curb & Gutter (CG-1)	LF	210		
4	Construct Driveway Restoration	SF	453		
5	Construct Street Restoration	LS	1		
6	Construct Sidewalk (4" Thick)	SF	1,155		
7	Install Permanent Seeding, Mulching & Fertilizing	LS	1		
8	Traffic Control	LS	1		
9	Restore Pavement Markings & Signage	LS	1		
10	Remove & Replace Upstream Curb Inlet	LS	1		
Total for Alternate Bid					

NOTE: Quantity for curb along driveway (flat portion and transitions) is included in driveway restoration quantity.

(Total Base Bid written in words)\$ _____ Dollars Cents

PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make his own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal he may adjust his unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the city.

The unit price bid for each item shall include all of the contractors cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

SF – SQUARE FEET
LF - LINEAR FEET
SY – SQUARE YARDS
LS – LUMP SUM
EA - EACH

The undersigned as a bidder declares:

That he has been regularly engaged in contract work of the class required by the specifications for _____ years, and respectfully invites your attention to the following work that has been completed under his direction:

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 60 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the Base Bid.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, he will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that he has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and it has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/ Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of _____

DOLLARS (\$ _____), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and he should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in _____ this _____
day of _____, 20_____.

Signature of Bidder: _____

If an individual: _____

doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: _____

BY _____

Title _____

SEAL

Business Address of Bidder: _____

If bidder is a corporation, supply the following information:

State in which incorporated _____

Name of business address of its:

President _____

Secretary _____

Date _____

CITY OF ROELAND PARK, KANSAS
AGREEMENT BETWEEN CITY OF ROELAND PARK
AND CONTRACTOR
FOR
2015 STORM SEWER IMPROVEMENTS

SKW PROJECT NO. 130099-200

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, hereinafter the "City" and

_____,
hereinafter the "Contractor."

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, himself/ herself or themselves, its, his/ her or their successors and assigns, or its, his/ her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

Remove existing 18", 24" AND 36" CMP pipes and replace with 18", 24" and 36" RCP pipes. Repair existing curb and gutter, sidewalk and street pavement. Restore disturbed grass area with seed, mulch, and fertilizer.

all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Roeland Park, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____ DOLLARS (\$ _____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 Calendar Days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) he has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he has furnished copies of all Contract Documents to his insurance carrier(s) and his surety(ies); and 3.) his insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed _____ counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor

ATTEST:

Debra L. Mootz, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

Contractor

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

hereinafter referred to as the "Contractor", and _____

a Corporation organized under the laws of the State of _____

and authorized to transact business in the State of _____ as Surety,

are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as the "Owner" in the penal sum of

_____ DOLLARS, lawful

money of the United States of America for the payment of which the sum, well and truly to be

made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly

and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and plans thereof; a copy of said Contract being attached hereto and made a part hereof:

NOW THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made part thereof, according to the true intent and meaning in each case, and if said contractor shall replace all defective parts, material and workmanship as required by the Contract, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said contractor fails in all particulars to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract and the conditions, specifications, plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this

obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, at _____

on this the _____ day of _____, 20____.

By _____

By _____ SEAL

By _____ SEAL
(Attorney-in-fact)

By _____ SEAL
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as

Contractor, and _____ with

General Offices in the City of _____ and

authorized to transact business in the State of Kansas, as surety are held and firmly bound unto the CITY OF ROELAND PARK, KANSAS and the STATE OF KANSAS, in the penal sum of

_____ DOLLARS (\$_____)

lawful money of the United States of America, for the payment of which the sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severely, firmly by these present:

THE CONDITIONS OF THE FOREGOING OBLIGATIONS IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____, entered into a contract with the City of Roeland Park, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, all in accordance with the specifications and other documents on file in the office of the City Clerk of Roeland Park, Kansas.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinafter stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto

so to do at _____, on this, this _____ day of

_____, 20_____

ATTEST:

(SEAL) Secretary

By _____

_____ Title

_____ Surety Company

(SEAL)

By _____

By _____ Attorney-in-Fact

By _____ Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding forty thousand dollars (\$40,000.00) in accordance with K.S.A. 60-1111 as amended. The bond must be filed with the Clerk of the District Court of Johnson County, Kansas by the Contractor.)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

MAINTENANCE BOND

Bond Number _____

Bond _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Surety, are held firmly bound unto the City of Roeland Park, in the full and just sum of (\$_____) for the payments of which and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly be these presents.

Dated this _____ day of _____, 20_____

The Conditions of this obligation are such that Principal, _____, upon completion of the Contract dated _____ which is incorporated herein by reference, and upon acceptance by the City of Roeland Park, in accordance with the approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date the City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

NOW THEREFORE, if said Principal shall guarantee and maintain the work referred to above in accordance with the contract for a period of two years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that if said Principal fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed, sealed and delivered the day and year first above written

By: _____

Countersigned:

By: _____

By: _____

Power of Attorney attached

Principal

By: _____

CONTRACTOR'S ASSURANCE
OF GOOD TITLE TO
MATERIALS INCLUDED IN PROJECT

The undersigned contractor swears under penalty of perjury that all materials and equipment incorporated in the work performed under the contract for which final payment is now being made are free and clear of all security interests and encumbrances.

Dated: _____

CONTRACTOR

BY _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My appointment expires:

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GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the project in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily limited to) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"), these General Conditions, the Special Conditions (including supplementary and other conditions), the plans, the specifications, all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties, change orders, written interpretations issued by the City Engineer, written orders for minor changes to the work issued by the City Engineer, and changes in the work identified in paragraph GC-23.), drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Architect/ Engineer which the City Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the work shall be carried out and the project shall be constructed fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions (or Special Conditions) or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Conditions and the Special Conditions, if any, in which case the Special Conditions shall prevail. The Contract Documents supercede all previous agreements and understandings between the parties, which previous agreements and understandings are no further force and effect.

The Contract Documents as enumerated herein form the Contract for construction. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any subcontractor or remote tier subcontractor.

All limits stated in the Contract Documents are of the essence of the Contract.

GC-2. DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. The "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
2. "Bidder" shall mean any individual: partnership, corporation, association or other entity submitting a bid for the work.
3. "Bidding Documents" shall mean all documents related to a bidder's submitting a bid, including, but not limited to, the advertisement for bids, if applicable, instructions to bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents, including any addenda issued prior to receipt of bids. At the City's option, bidder may be required to complete and submit a prequalification statement.
4. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.
5. A "Change Order" is a written order issued after the Agreement is executed by which the City, the City Engineer and the Contractor agree to construct additional items of work, to modify the Contract time, or, in lump sum contracts, to change the character and scope of work shown on the Contract plans, or as otherwise provided in paragraph GC-23. Change Orders must be signed by the City and the Contractor to be binding.
6. "City" shall mean the City of Roeland Park, Kansas.
7. "City Engineer" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional engineering services in connection with the project; or shall mean the City if the City acts as its own Engineer.
8. "Contract" and "Contract Documents" shall have the meaning ascribed to them in paragraph GC-1, such terms sometimes being used interchangeably.
9. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the work as per the Contract Documents. Where the

Contract provides that all or part of the work is to be unit price work the Contract Price shall initially be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work multiplied by the estimated quantity of each item required for the work. It is understood and agreed that estimated quantities of items for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determinations of actual quantities and classifications of unit price work shall be made by the City Engineer. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

10. The "Contract Time" shall be the number of calendar days stated in the Contract Documents for the completion of the work or shall be a date certain if so designated in the Contract Documents.
11. "Contractor" shall mean the entity entering into the Contract for the performance of the work covered by this Contract, together with his duly authorized agents or legal representatives. (For purposes of indemnification, see GC-31 for definition of "Contractor".)
12. "Defective Work" shall mean work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include work damaged prior to approval of final payment unless responsibility for such damage shall have been expressly assumed by the City at substantial completion.
13. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage pre-paid.
14. "Field Order" shall mean a written order issued by the City Engineer which orders minor changes in the work in accordance with paragraph GC-23 but which does not involve a change in the contract price or contract time.
15. "Final Acceptance" shall mean the date when the City Engineer accepts in writing that the construction of the project is complete in accordance with the Contract Documents such that the entire project can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

16. "General Requirements" shall mean those provisions of the Specifications which apply to the entire work.
17. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the City Engineer or the City.
18. "Notice of Award" shall mean the written notice by the City to the apparent successful bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.
19. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no work until the date set forth in the Notice to Proceed.
20. "Partial Utilization" shall mean placing a portion of the work to be provided under the Contract Documents to the use intended by the City.
21. "Pay Estimate" or "Final Pay Estimate" shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.
22. "Plans" or "The Plans" shall mean and include all drawings which may have been prepared by the City and/or the City Engineer on the City's behalf as a basis for bids, all drawings (other than shop drawings, see subpart 23.) submitted by the successful bidder with its bid or by the Contractor to the City, if and when approved by the City Engineer, and all drawings submitted by the City to the Contractor during the progress of the work, all of which show the character and scope of the work to be performed.
23. The "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the work.
24. "The Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the work

and certain administrative details applicable thereto. They may include, but not necessarily be limited to:

- (1) design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work;
 - (2) performance specifications, e.g., performance characteristics required, if any;
 - (3) purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval therefor by the City in accordance with paragraph GC-58.
 - (4) such other information deemed appropriate by the City for inclusion in the Specifications for the proper construction of the project.
25. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the work.
26. "Substantial Completion" shall mean the state of the Project where the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract so that the City can occupy or utilize the Project, or the designated portion thereof, for its intended use.
27. "The Work or "The Project" (used interchangeably) shall mean the work to be done necessary to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor , materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.
28. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
29. "Unit Price Work" shall mean work to be paid for on the basis of unit prices (quantity variations).

30. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Engineer is intended.
31. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
32. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the City Engineer.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the work, Contractor shall notify the City Engineer in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the City Engineer without any increase in the cost of the work. The Contract Documents shall be appended to all contracts between the Contractor and any subcontractor or any more remote tier subcontractor, and such subcontractors and remote tier subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the work.

Sufficient copies of the bidding documents, bonds and Agreement between City and Contractor shall be prepared, each containing an exact copy of the Contractor's bid as submitted, the bonds properly executed and the Contract signed by both parties hereto. These executed counterparts shall be filed with the City, Contractor and the Surety Company executing the bonds. The original bid submitted by the Contractor will be retained by the City.

Contractor shall keep, and make available to City, at the project site, one copy of all Contract Documents for the work at the project site, in good order and legibly marked to reflect actual construction. Contractor shall also maintain at the site all approved samples and a print of all approved shop drawings. Such Documents, samples and shop drawings shall be turned over to the City at the completion of the work if requested by the City.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.

GC.-5. SCOPE, NATURE, AND INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications are intended to complement, but not necessarily duplicate each other. Together they shall constitute one complete set of the Plans and Specifications, and any work exhibited in one but not in the other shall be executed just as if it had been set forth in both in order that the Work shall be completed according to the complete design or designs as decided and determined by the City Engineer.

Should anything be omitted from the Plans and Specifications which is necessary to a clear understanding of the Work, or should it appear that various instructions are in conflict, or in the event the Plans and Specifications are silent as to any detail, then it shall be the duty of the Contractor to secure written instructions from the City Engineer before proceeding with the construction affected by such omissions, discrepancies or silence. In accordance with paragraph GC-3, Contractor's failure to bring any such matter to the attention of the City Engineer shall be at the Contractor's peril, and there shall be no compensation for extra work necessitated thereby.

Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Engineer. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of underground facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.

All work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the City Engineer informed a reasonable time in advance of the times and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer and the Contractor.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.

Contractor, together with his Subcontractors, shall carefully examine the Plans and Specifications for any interferences with the work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to City Engineer, with drawings (if City Engineer determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Engineer.

GC-6. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. The Contractor shall furnish the City Engineer with a schedule giving the dates on which it expects to start and to complete separate portions of the Work, which schedule shall be strictly adhered to unless agreed to in writing by all parties or modified by an extension of extension of time as hereinafter provided.

GC-7. SHOP DRAWINGS

Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Engineer, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; and (4) structural and reinforcing fabrication drawings. The City Engineer shall review, respond to, accept or reject such submissions within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. On Final Acceptance, the City Engineer shall be furnished with a total of not less than five (5) copies, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Engineer, all such drawings shall become a part of the Contract Documents, and the work or equipment shown by such drawings shall be in

conformity with said drawings unless otherwise required by the City Engineer. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility.

Review for compliance by the City or the City Engineer of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in shop drawings or other submittals.

GC-8. CONTRACTOR'S RESPONSIBILITIES AS TO AMBIGUITIES

If there is any ambiguity in City Engineer's drawings or instructions, Contractor shall ask the City Engineer for clarification. Upon written request of Contractor, the City Engineer shall furnish, with reasonable promptness, additional instructions by means of drawings, specifications, or other information necessary for the proper execution of the Work. The Work shall be executed in conformity therewith, and in accordance with paragraph GC-3, Contractor shall do no work without proper instructions except at his peril. Nothing herein to the contrary shall affect Contractor's responsibilities with regard to defects as set forth in paragraph GC-3.

GC-9. CONCEALED CONDITIONS

The Contractor understands that the City does not warrant that the various and sundry materials and information, including, for example, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions be encountered in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, there shall be no adjustment in the Contract Price for any extra work necessitated thereby, nor shall the Contract time be adjusted except as the City Engineer, after review and due consideration of all factors, may determine in his sole discretion. Any adjustment in contract time and/or price allowed by the City Engineer shall be set forth in a formal Change Order to the Contract.

GC-10. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent people from its force and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements

and surveys and in establishing temporary or permanent reference marks in connection with said work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the City Engineer.

GC-11. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

GC-12. PERMITS AND NOTICES

- (a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- (b) Contractor shall give all notices required by and all work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.
- (c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.

GC-13. GENERAL ADMINISTRATION OF THE CONTRACT

- (a) Unless otherwise stipulated, Contractor shall provide and initially pay for all work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.
- (b) Unless otherwise specified, all supplies, materials, equipment and other facilities are guaranteed to be new and all work shall be of good quality and workmanship and free from defects or fault. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of the Work.

- (c) The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- (d) The Contractor shall, in addition to the schedule required by paragraph GC-6, give to the City Engineer full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the work, appear to the City Engineer to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Engineer may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Engineer to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contract.
- (e) The approval by the City Engineer of any plan, schedule or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
- (f) Any plan or method of work suggested by the City Engineer or the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City Engineer and the City will assume no responsibility therefor.

GC-14. CONTRACTOR'S EMPLOYEES

- (a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.
- (b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-15. SAMPLES

Contractor shall furnish samples for approval if directed by the City Engineer or the Contract Documents. The Work shall be in accordance with approved samples.

GC-16. PROTECTION OF WORK AND PROPERTY

- (a) Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- (b) Contractor shall comply with any and all instructions from the City Engineer regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".
- (c) Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Engineer by Contractor.
- (d) In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Engineer, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
- (e) Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes. Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

- (f) Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

GC-17. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

GC-18. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give adequate notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

GC-19. BARRICADES AND LIGHTS

All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.

All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-20. INSPECTION OF WORK

- (a) City Engineer shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
- (b) All work must be inspected, tested, or approved and the Contractor shall give the City Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Engineer. If any work should be covered up which is required by the above to be inspected, tested or approved and which, by virtue of being so covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by City Engineer, uncover such work and at Contractor's expense bear the cost of uncovering such work and redoing same after inspection, testing or approval and redoing such other work damaged as a result of having to uncover and redo same.
- (c) City Engineer reserves the right to inspect any and all work before it is covered up; and, accordingly, Contractor must notify City Engineer before covering any work.

City Engineer shall be given a reasonable time to make its inspection. Contractor shall not cover any work prior to City Engineer having a reasonable time to inspect. If work to be covered does not conform to the Contract Documents, City Engineer can withhold its consent to covering up work until such work is made to conform at Contractor's expense.

- (d) If any labor, supplies, materials or equipment are found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such labor, supplies, materials or equipment, the cost of removing same, as well as the cost of undoing and

redoing the work and other work damaged by such nonconforming labor, supplies, materials or equipment.

- (e) The Contractor shall comply with the directions and instructions of the City Engineer.
- (f) The City, the City Engineer and all designated inspectors shall be free at all times to perform their duties, including the observation and inspection of the work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the contract.
- (g) Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-21. SUPERINTENDENCE AND SUPERVISION

Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Engineer retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.

The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-22. CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor.

GC-23. CHANGES IN THE WORK

- (a) Change Orders. City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract price and/or changes in the Contract time. All Change Orders shall be executed under the provisions of the original Contract Documents. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined as per paragraph (e) below.

Except for work done as a result of an emergency endangering life or property, no work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order.

- (b) Quantity Variations. Where changes in the work involve a change in the quantity of any bid item, the Contract Price shall be revised by extension of the quantities and unit price of all bid items so changed subject to written approval of the City Engineer.
- (c) Field Orders. City Engineer may order minor changes in the Work through field orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.
- (d) From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. Should a difference of opinion arise as to whether the order constitutes extra work for which additional compensation is due, and the City insists on its performance, the Contractor shall proceed with the work after making a written request for a Change Order, and it shall keep an accurate account of the actual field cost thereof as provided for in (e)(3) below. The Contractor will thereby preserve the right to submit a claim therefor. The failure of Contractor to make a written request for a Change Order shall operate as a waiver of any such claim.
- (e) The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined in one or more of the following ways, at the option of City:
- (1) By agreed lump sum.
 - (2) By unit prices named in the Contract or subsequently agreed upon.
 - (3) By actual, documented field cost (time and material) plus fifteen percent (15%) and shall include a "Not to Exceed" figure.

In order to arrive at the value for any change, Contractor shall credit City with its projected cost(s), including overhead and fee for any work which

was previously included but which has been excluded by any such change.

- (f) No change in the Work shall entail additional time unless the City Engineer determines that additional time is required and specifically so provides in the Change Order. No change in the Work shall entail an adjustment in the Contract Price unless the City Engineer determines that a change in the Contract Price is required and specifically so provides in the Change Order.
- (g) Where extra work is performed under (e)(3) above, the term "actual field cost" of such extra work is hereby defined to be and shall include:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work;
 - (4) Any transportation charges necessarily incurred in connection with said equipment authorized by the City Engineer for use on said work and similar operating expenses;
 - (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses; and provided, further, that without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - (a) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by

City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.

- (b) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
- (c) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- (d) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- (e) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under (e) (3) above. In the event that machinery and heavy construction equipment shall be required for such extra work the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order.

The fifteen percent (15%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the "actual field cost" as herein defined.

- (h) In the event that unit prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed is substantially inequitable to either the City or the Contractor, the unit prices shall be reevaluated and adjusted in accordance with the following:
 - (1) If the total cost of a particular item of Unit Price Work amounts to twenty (20) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed

by Contractor differs by more than thirty-three (33) percent from the estimated quantity of such item indicated in the Contract; and

- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor has incurred additional expense as a result thereof; or
- (4) If City believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of Unit Price Work performed;

then either City or Contractor may request the City Engineer to make an adjustment in the Contract Price.

- (i) No claim for extra work of any kind will be allowed except as provided herein. If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of the terms and requirements of this Contract.
- (j) Contractor shall be responsible for notifying his surety(ies) of any modifications to the Contract Price or Time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-24. DEDUCTIONS FOR UNCORRECTED WORK

If City deems it inexpedient to have corrected any work which is not in accordance with the Contract Documents, an equitable deduction from the Contract price shall be made therefor.

GC-25. DELAYS AND EXTENSION OF TIME

- (a) If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise, then the time of completion and the Contract Price shall be extended and/or adjusted for such reasonable time and amount as the City Engineer shall decide.
- (b) No such extension shall be made for delay unless Contractor provides written notice to City Engineer of such delay, the reasons therefor and the expected length of delay within seven (7) days of the commencement of such delay. In the case of continuing cause of delay, only one claim is necessary.

- (c) In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided in subparagraphs (a), (b) or (d).
- (d) The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the City Engineer, and for such periods of time as the City Engineer shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the time for completion of Work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the Work shall be stopped by order of the City Engineer, through no fault of the Contractor, its employees, Subcontractors or suppliers, any incidental expenses (see paragraph GC-23 (g) (5)) which, in the opinion and judgment of the City Engineer, are caused thereby shall be paid by the City to the Contractor.

GC-26. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-27. PATENT LIABILITY CLAUSE

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the

account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

GC-28. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-29. SEPARATE CONTRACTS

- (a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its work with the work of City or others.
- (b) If any part of Contractor's work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.

GC-30. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors or workers who may be performing work on behalf of the City or any other entity on any work in the vicinity of the Work to be done under this Contract, and it shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City, or any other entity in regard to their

work, shall be adjusted and determined by the City Engineer. If the work of the contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

When two or more contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Engineer to the contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Engineer when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Engineer shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

GC-31. INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties

hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, his employees, agents, Subcontractors and suppliers or any other party for whom he is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. PROTECTION OF PROPERTY/LIABILITY

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above the ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any

manner affected by the prosecution of the Work or the transportation of men/women or materials in connections therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

The Contractor shall give reasonable notice to the affected owner or owners when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.

GC-33. PROVISION FOR EMERGENCIES

Whenever, in the opinion of the City Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Engineer, with or without notice to the Contractor, shall, upon notification to the City, provide suitable protection to the said interests by causing such work to be done and materials to be furnished at places as the City Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-34. ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged his obligations to the City under the Contract. It is expressly understood and

agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than fifty percent (50%) of the Contract and shall perform within its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by him. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which work each is to perform.

The City Engineer or the City's designated representative shall, prior to City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its bid, and the City shall either rebid the project or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's

disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for extension of time.

GC-35. DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Engineer as to such matter as per paragraph GC-37. No dispute resolution shall be a condition precedent to any legal action.

GC-36. INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in paragraph IB-8 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The Certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to paragraph GC-40.

- (a) General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under paragraph GC-31.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (d) Additional Insurance -

(1) The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City and Shafer, Kline & Warren, Inc. (SKW) as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

(2) Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

- (e) Subcontractor's Insurance - If a part of the contract is to be sublet, the Contractor shall cover all Subcontractors in its insurance policies.

GC-37. AUTHORITY AND DUTY OF THE CITY ENGINEER

It is mutually agreed by and between the parties to this Contract that the City Engineer shall observe and inspect all work included herein (provided, however, that any such observations and inspections shall not alter the rights, responsibilities and obligations of the parties as set forth in paragraph GC-20. Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes, it is further agreed by and between the parties to this Contract that the City Engineer shall in all cases determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that City Engineer shall determine all questions relating to the plans and specifications for the Project; that City Engineer shall issue promptly any written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; that City Engineer's decisions and findings shall be a condition precedent to the right of the parties to submit any proper matter and to any rights of the Contractor to receive any money under this Contract; provided, however, that should the City Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the other, within twenty (20) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised as herein provided, except as otherwise provided in paragraph GC-35. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Engineer as rendered shall be promptly carried out.

GC-38. CORRECTION OF LABOR, ETC.- BEFORE FINAL PAYMENT

At City Engineer's request, Contractor shall, at Contractor's expense, promptly remove from the job site all labor, supplies, materials, equipment and/or other facilities condemned by City Engineer as not in accordance with the Contract Documents, whether incorporated or not; and the Contractor shall, at Contractor's expense, promptly replace and re-execute all labor, supplies, materials, equipment and/or other facilities in accordance therewith and, at Contractor's expense, restore all work of other contractors and subcontractors destroyed or damaged as a result of such removal, replacement and re-execution.

GC-39 . CORRECTION OF LABOR, ETC.- AFTER FINAL PAYMENT

- (a) Contractor guarantees to City that all work performed under this Contract shall be free from defects in material or workmanship for a period of not less than two (2) full years from the date of final payment by City; provided, however, that whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by Contractor, Contractor shall promptly execute same in writing and shall promptly deliver same to City.

- (b) Contractor shall promptly procure from each Subcontractor a written guarantee that all work performed by such Subcontractor shall be free from defects in material or workmanship for a period of not less than two full (2) years from the date of final payment by City to Contractor and shall promptly deliver same to City; provided, however, that wherever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by a Subcontractor, Contractor shall promptly procure same in writing from the appropriate Subcontractor and shall promptly deliver same to City.
- (c) Whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years but does not specify who is to give such a guarantee, it shall be given by the Contractor regardless of who is performing the work for which the guarantee is required. All such guarantees shall be in writing and shall be promptly delivered to City.
- (d) The furnishing of guarantees by Subcontractors and materialmen shall not relieve Contractor of his obligations under guarantees required of Contractor under the Contract Documents. In addition to the above guarantees, Contractor will (1) obtain and assign to City all available manufacturer and supplier warranties; and (2) at City's sole option, assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective work, materials or equipment.
- (e) Any provision of the Contract Documents to the contrary notwithstanding, all guarantees provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.
- (f) Neither the issuance of the final certificate, payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for work determined by City not to be in accordance with the Contract Documents. If, within two (2) years of the date of final payment to Contractor or within any longer period of time as may be prescribed by applicable law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by City to be defective or not in conformance with the Contract Documents then, at City's request, Contractor shall, at Contractor's expense, promptly remove from the premises all work determined by the City to be defective or not in accordance with the Contract Documents; and Contractor shall, at Contractor's expense, promptly replace and re-execute all work in accordance therewith and, at Contractor's expense, restore all Subcontractors' work and work of other contractors and subcontractors damaged as a result of such removal, replacement and re-execution. City shall with reasonable promptness give notice of any work condemned by City as not in accordance with the Contract Documents. If, within ten (10) days after the mailing of such notice, the Contractor shall fail or neglect to

make, or undertake to make, with due diligence any required repairs or corrections, the City may make such repairs at Contractor's expense; provided, however, that, in case of an emergency which, in the judgment of City, would cause serious loss, hazard or damage if not corrected immediately, such repairs may be made without prior notice being sent to the Contractor, and Contractor shall nevertheless be liable to the City for the cost thereof.

GC-40. RIGHT OF CITY TO TERMINATE CONTRACT

Without in any manner limiting the right of the City to terminate the contract or declare the Contractor in default thereof for any reason set forth in the Contract Documents, if the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if the Contractor should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property; or if at any time the City Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if all bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and , subject to

City's approval, determine what work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-41. CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-42. PAYMENTS

- (a) Before the first application for payment, the Contractor shall submit to the City Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Engineer may require. This schedule, unless objected to by the City Engineer, shall be used only as a basis for the Contractor's applications for payment and does not constitute approval by the City Engineer of the method or performance by the Contractor.
- (b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Engineer during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, ten percent (10%) of the amount of each estimate will be retained, which retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain.

- (c) Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and work upon which payments have been made, for the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Engineer, all calculated in proportion to the Contract Price.
- (d) In general, no allowance will be made in estimates for materials delivered on the site and not incorporated in the Work except in case of those items considered by the City Engineer to be major items of considerable magnitude, which will be allowed in estimates on the basis on ninety percent (90%) of invoices, the value calculated in proportion to the Contract Price.
- (e) The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
- (f) The City shall require at intervals as it shall determine and at any time before final payment is made for the Work specified herein that the Contractor furnish the City with written acknowledgements (to the extent of payment made) by all Subcontractors and vendors who have done work or labor on, or who have furnished materials for, the Project that they have been paid in whole or in part by the Contractor for such work or labor done or materials furnished by them. Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City.
- (g) The Contractor has, per the Instructions to Bidders, bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work. Final payment will not be made to Contractor until the City shall have received two Project Completion Certifications from the Contractor along with a Consent of Surety to final payment.

- (h) The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Engineer for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the project site at Contractor's expense.
- (i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-43. PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any application for payment to the extent necessary to protect City from loss on account of:

- (1) Incomplete work or Defective Work not remedied;
- (2) A reasonable doubt that the work can be completed from the balance of the Contract Price then paid;
- (3) Damage to City; or
- (4) A breach of this Contract.

GC-44. LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract that time is of the essence of this Contract, and that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, after due allowance for any extension or extensions of time which may be granted under the Contract, the said Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated herein for each and every day that the Contractor shall be in default.

In the case of joint responsibility for any delay in the final completion of the Work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of

liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the City by reason of such delay in completion of the work as set forth in the table below, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.

In case of failure on the part of the Contractor to effect completion within the time specified the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages, fixed and agreed to in advance, an amount according to the following schedule:

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$0	to	\$25,000
\$25,000	to	\$50,000
\$50,000	to	\$100,000
\$100,000	to	\$500,000
\$500,000	to	\$1,000,000
\$1,000,000	to	\$2,000,000
\$2,000,000	to	\$5,000,000
\$5,000,000	to	\$10,000,000
\$10,000,000	and up	
		\$75.00
		\$125.00
		\$200.00
		\$400.00
		\$600.00
		\$925.00
		\$1,375.00
		\$2,000.00
		\$3,000.00

for each 24-hour calendar day, including weekends and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

The City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to the Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.

GC-45. BONDS

Contractor shall after notice of award furnish City the Performance Bond and the Statutory or Labor and Material Payment Bond as required by the Instructions to Bidders. Failure to furnish such bonds within the time specified in the notice of award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.

GC-46. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under paragraph GC-25.

GC-47. USE OF PREMISES

- (a) Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Engineer and shall not unreasonably encumber the premises and/or site.
- (b) Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
- (c) Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Engineer.
- (d) A laydown area or staging area will be provided at the site and shall be chosen by City Engineer. Contractor will furnish its own weather protection if required.
- (e) No City equipment will be taken out of service or put into service without approval of City.

GC-48. ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-49. CUTTING, PATCHING, AND DIGGING

- (a) Contractor shall do all cutting, fitting or patching of its work that may be required to make its several parts come together properly and fit it to

receive or be received by work of others shown upon or reasonably implied by the Contract Documents.

- (b) Contractor shall not endanger any property of City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
- (c) Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- (d) Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-50. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or work; and at the completion of the daily work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-51. TEMPORARY FACILITIES

- (a) Except where special permission has been granted by City to use existing toilet facilities belonging to the City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Engineer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults. All temporary toilet facilities shall comply with paragraph GC-52.
- (b) Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for its work. Same shall be located and constructed in an approved manner acceptable to City Engineer. Upon completion of work or when requested by City Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
- (c) Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of City Engineer.

- (d) Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-52. SANITARY REGULATIONS AND WATER

The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

GC-53. LAWS AND ORDINANCES

The Contractor shall be fully familiar with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-54. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

GC-55. CONTRACTOR'S RISK

The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.

GC-56. SAFETY RULES

- (a) Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted

production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

- (b) Contractor is expected to establish and enforce a comprehensive safety program on this Project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from Contractor's operations. As a minimum requirement, Contractor shall review and discuss the details of its program with City Engineer at the first project meeting. The items to be covered shall include, but not necessarily be limited to,

1. Personal protective equipment;
2. First aid-personnel and facilities;
3. Arrangements for medical attention;
4. Sanitary facilities;
5. Fire protection;
6. Signs, signals, and barricades;
7. Security regulations;
8. Safety inspections;
9. Designation of persons responsible for the program;
10. Reporting forms and procedures;
11. Material handling and storage;
12. Lines of communication;
13. Determination of potential hazards;
14. Personnel safety meetings and education;
15. Access to work areas;
16. Subcontractors involvement in the program;
17. Inspections and corrective action.

GC-57. WEEKENDS, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Engineer 48 hours in advance in each case, except such work as may be necessary for the proper care, maintenance and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer; such permission, however, may be revoked at any time by the City Engineer.

GC-58. APPROVAL OF EQUALS

"Approved Equals", where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:

- (1) Contractor shall notify City in writing if it wishes to use an approved equal specifically named in the Contract Documents.
- (2) If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.

The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

GC-59. TEST OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Engineer. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Engineer in as many certified counterparts as may be required by the City Engineer.

GC-60. TESTING OF COMPLETED WORK

Before Final Acceptance, all installed and constructed equipment, devices and other work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed work required under this contract shall be made under the direction of the City Engineer.

GC-61. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

GC-62. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

GC-63. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

GC-64. PLACING WORK IN SERVICE/PARTIAL UTILIZATION

If desired by the City, portions of the Work may be placed in service when completed for partial utilization by the City, and the Contractor shall give proper access to the Work for this purpose; but such use and operation shall not constitute an acceptance of the Work, and the Contractor shall be liable for defects due to faulty construction until the entire Work under this contract is finally accepted and for such periods of time as designated in the Contract Documents or otherwise permitted by law.

GC-65. NON-DISCRIMINATION/OTHER LAWS

The Contractor agrees that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract

and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- (5) The Contractor shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by a Contractor: (a) who employs fewer than four employees during the term of such contract; or (b) whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

GC-66. FEDERAL LOBBYING ACTIVITIES

31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-67. RECORDS

Contractor shall maintain copies of records pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-68. TITLES AND SUBHEADS

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

GC-69. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-70. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-71. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas.

GC-72. VENUE

Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

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FOR

SPECIAL CONDITIONS

2015 STORM SEWER IMPROVEMENTS
(Project Description)

SKW PROJECT NO. 130099-200

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CITY OF ROELAND PARK

SPECIAL CONDITIONS

SC-1. GENERAL DESCRIPTION AND SCOPE OF WORK

The work to be performed under the provisions of these documents and the Plans and Specifications consists of the furnishing of all materials, equipment, tools and plant, and the performance of all necessary labor and the construction, installation and completion of all work required in connection with the plans.

SC-2. CONTRACT SPECIFICATIONS

The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern each item and unit of work to which such provisions apply.

When reference is made to Architect or Engineer, it shall have the same meaning as City Engineer as set forth in Paragraph GC-2 of the General Conditions

SC-3. STANDARD SPECIFICATIONS

The Kansas "Standard Specifications for State Road and Bridge Construction," Kansas Department of Transportation, latest edition, the latest edition of the Manual On Uniform Traffic Control Devices, and shall be the specifications for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

SC-4. CONTRACT DRAWINGS

The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop dimension drawings of material and equipment and the other drawings, where specified, are shown in the "Index of Sheets" on the cover sheet of the Plans.

SC-5. CONTRACT DOCUMENTS

It is expressly understood and agreed that the bound volume of Contract Documents, any plans, schedules and other drawings herein referred to, and data which

may be furnished by the Engineer as are necessary to make clear the intent of the Specifications and Plans, are each and all included in this Contract and the work shall be done fully in accordance therewith.

SC-6. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacings, driveways, curb, walks, buildings, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the Contract, shall be maintained, and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such underground construction and surface structures or parts thereof shall be made with new material conforming to the requirements of these Specifications, or if not specified, as approved by the Engineer, at the Contractor's own expense, unless otherwise provided by the Contract.

The Contractor shall be responsible for any damage caused by settlement of backfill placed beneath pavements, street, road and driveway surfacings, and drainage and other structures, and beneath yards, parkings and parks, which may occur at any time prior to and during a period of one year from and after the date of the final acceptance of work covered by the Contract; during such period the Contractor shall, at his own expense, refill all excavations where backfill settlement has occurred, and shall repair or cause to be repaired all damage to structures, pavements, surfacing and sod caused by such settlement, to the satisfaction of the City. Should the Contractor fail to repair settlements which may occur as described above within thirty (30) days after being given notice thereof, the City shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

The Contractor will be held responsible for all damage to roads, highways, shoulders, ditches, embankments, bridges, culverts and other property, caused by him or any of his Subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements which shall be satisfactory and acceptable to the owner or owners of such damaged surfaces or structures, or to their legally responsible officers, agents or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

SC-7. UTILITY MEETINGS AND UTILITY ADJUSTMENT

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Engineer will furnish plans to the utility companies for their records. These companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible

for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required by the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

SC-8. UTILITIES (RESIDENTIAL PRIVATE OWNERSHIP)

Private underground utilities, including sewer, water, gas, sprinkler systems, etc., disturbed by the Contractor within or outside the right-of-way shall be restored at the Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9. PROCESS AGENT CERTIFICATE

If the Contractor to whom the contract is awarded is not a resident of Johnson County, Kansas, he shall execute and file "Certificates of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee is required. This certificate is pursuant to the Kansas Statutes Annotated, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor from the awarding of this Contract.

SC-10. BID

The Contractor acknowledges and agrees that the unit prices shown in the Bid contemplate the construction of all facilities, complete, and in conformance with the plans and Specifications. Any items or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

SC-11. SAMPLING AND TESTING

All sampling and testing deemed necessary by the City shall be performed by a testing laboratory approved by the City. The costs of all such tests showing compliance with Specifications shall be paid by the City. However, in the event that any test indicates non-compliance with the Specifications, additional testing will be paid for by the Contractor to determine acceptability of material or methods. City reserves the right to weigh any selected truck as determined by the Engineer. Weighing costs only shall be paid by the City, any additional costs shall be at the Contractor's expense.

SC-12. COLD WEATHER OPERATIONS

Concrete shall not be placed when it appears likely that the air temperature may fall below 40 degrees Fahrenheit during or with the following 24 hour period unless preparations are made and precautions are taken to prevent damage to the concrete. The concrete surface shall not be allowed to become colder than 50 degrees Fahrenheit for five (5) days, or colder than 50 degrees Fahrenheit for three (3) days using Type III cement. Concrete shall not be placed on any frozen subgrade.

SC-13. POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sediment, debris and other substances resulting from construction activities. No sediment, debris or other substances will be permitted to enter storm sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse. Major drainage ways in the project area shall be kept clear of construction materials and equipment at all times when the contractor is not actively working in these areas.

SC-14. NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the work.

SC-15. DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or for applying water for this purpose.

SC-16. CONSTRUCTION AREA RESTORATION

All disturbed areas shall be restored to their original condition, which includes backfilling, sod, seeding, underground sprinkler systems, and any other items damaged by the Contractor.

SC-17. PRE-RESTORATION MEETING

The Contractor shall be responsible for scheduling a pre-restoration meeting within one (1) week prior to beginning final grading, select soil placement, and restoration of the sodded areas in the project. The time and location of the meeting shall be approved by the Engineer, with required attendance by the Contractor's

superintendent and any/all subcontractors involved in the restoration. The purpose of this meeting is to discuss in detail the requirements of sod restoration in the Specifications. At this meeting the Contractor shall provide:

- 1) A complete schedule of operations and proposed methods for soil preparation, sod placement, and watering.
- 2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling and watering.
- 3) The proposed source or sources of the sod, select soil, and water.
- 4) A list or set of "marked up" plans indicating the proposed location of each type of sod.
- 5) A list of at least 3 locations that the sod crew to be used on this project has placed sod within the previous 2 weeks.

SC-18. CONSTRUCTION SCHEDULE

After being awarded the Contract, the Contractor shall immediately prepare and submit for approval by the City Engineer, a construction schedule which will insure completion of the project within the contract time. The schedule shall be submitted before the Notice to Proceed is issued. No work on this Contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize work completed, identify any weather and/or utility delays encountered, and indicate work anticipated for the upcoming month. The schedule will be detailed indicating how the remaining work will be completed within the stated deadlines (the remaining work shall include identifying/incorporating utility relocation work with the project-related construction work). The progress report and schedule will be required before payment of monthly pay estimates.

If requested, a weekly construction schedule shall be submitted to the City and approved by the City Engineer. Modifications and/or revisions to the schedule shall have 24 hour notice with approval by the City Engineer.

SC-19. SUPERINTENDENT

The Contractor shall be responsible for all coordination between all phases of construction. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the work being performed, shall

terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the Contractor's obligation on the time to complete the work. The Contractor shall have no claim to the City of any expenses caused by the Contractor's failure to comply with the requirements of this paragraph.

SC-20. NOTIFICATION OF PROPERTY OWNERS

The Contractor will provide advance notification to the adjacent property owners on all phases of the operations.

SC-21. CONSTRUCTION VIDEO

The Contractor shall be responsible for video taping the limits of the construction site prior to commencing construction operations. The Contractor shall provide views of all site features, which will be affected by the proposed construction. The Contractor shall provide one video to the City to keep as a pre-construction record copy for the project.

Upon completion of the project and /or at intervals as deemed necessary by the Engineer, the Contractor shall provide additional video footage of the same views previously taped. The Contractor shall provide one video of all post construction activities at the completion of the project.

No direct or separate payment will be made for Construction Video.

SC-22. DELAYED WORK ORDER

The City reserves the right and may delay work order on certain portions of work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of work. A partial work order may be issued by the City for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer, such clearing would expedite utility relocation. Also, the City may issue partial work orders for certain items of work after partial utility relocations have been made. No charge shall be made by the City or the Contractor for delays arising from the issuance of such work orders other than provided for in the General Conditions.

SC-23. TREE PROTECTION

It is most important that trees not to be removed be protected from all damage or removal. Any action that may endanger the health of such trees, such as parking equipment under trees, or stockpiling of earth or other material under them, is specifically prohibited.

The Contractor shall erect a suitable fence as close to the tree drip line as possible of all trees to be saved near the grading limits. This fence shall remain intact at least until final grading or at least until it interferes with construction.

If any branches of trees to remain in place must be trimmed, they shall be cut only with the approval of the Engineer and utilizing the best techniques to avoid unnecessary pruning of or damage to the tree.

Where storm sewers or other subsurface work must be carried out in the root zone of trees that are to remain in place, all roots of 2 inch diameter or larger shall be carefully preserved by tunneling.

Costs associated with tree protection shall be spread over other items of work and no direct or separate payment will be made for tree protection.

SC-24. RIGHT-OF-WAY

Right-of-way and easements are currently available.

The Contractor shall confine his construction operations to the right-of-way limits and easements provided for the project. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The Engineer shall be informed as to any arrangements that Contractor makes on his behalf in these matters.

SC-25. CONSTRUCTION LIMITATIONS

The construction sequence for the required work shall be in accordance with the traffic control as shown on the plans. The following limitations shall apply as well:

- A) The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.
- B) All trees that are designated to be saved shall be protected prior to equipment being moved onto the project site.

DETAILED SPECIFICATIONS

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DETAILED SPECIFICATIONS

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DIVISION 1
GENERAL REQUIREMENTS
SUMMARY OF WORK

130099-200

01010-1

1.01 GENERAL

Work covers construction of 2015 Storm Sewer Improvements in the City of Roeland Park, Kansas as stipulated in the plans, specifications and other Contract Documents.

1.02 CONSTRUCTION LIMITS

All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the plans, except for agreements the Contractor may make with the adjacent property owners. Any agreements made between contractor and resident, as it pertains to the work in this contract shall be in the form of a written agreement with copy provided to the engineer and owner.

END OF SECTION

1.01 GENERAL

The work of 2015 Storm Sewer Improvements shall conform to Shafer, Kline & Warren, Inc. (SKW) No. 130099-200, Sheets 1 thru 4.

The work shall also conform to specifications, plans and details issued by, or approved by, an authorized representative or manufacturer of products used for this project.

2.01 PLANS

Plans for this project are designated and numbered as follows (attached on following pages):

Index to Sheets

<u>Sheet No.</u>	<u>Title</u>
1	Title Sheet
2	Roe Lane Storm Sewers
3	Standard Details – Sheet 1
4	Standard Details – Sheet 2

END OF SECTION

1.01 GENERAL

All work shown in the plans or referred to in the technical specifications and not specifically set forth in the Itemized Proposal as a pay item shall be considered a subsidiary obligation of the contractor and all costs in connection therewith shall be included in the prices named in the proposal.

END OF SECTION

1.01 GENERAL

The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work for the duration of this project. In the absence of the Contractor or representative, suitable communication equipment which will assure receipt of messages within 1 hour during the course of the work day will be required.

The Contractor shall designate, in writing, a duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) shall be official liaison between the Owner and Contractor regarding the signing of pay estimate, change orders, work day reports and other forms necessary for communication and project status inquiries. Upon project commencement the Owner shall be notified, in writing, within 5 working days of any changes in the Contractor's representative(s).

2.01 PAYMENT

No separate payment will be made for "Job Site Administration". All costs pertaining thereto shall be included in the contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

All land corner monuments shall be set by a registered land surveyor.

Existing land corner monuments shall be carefully preserved. Before disturbing existing monuments within the limits of the work, the Contractor shall give sufficient notification so that the Surveyor can set reference points beyond the limits of the work. Before disturbing such corners, the Contractor shall obtain verification directly from the Surveyor that such reference points have been set.

Existing land corner monuments without monument boxes shall be reset as shown on the Plans. Materials shown shall be furnished and set by the Contractor at the location provided by the Surveyor.

2.01 PAYMENT

No separate payment will be made for surveying and layout work for monument boxes. All cost pertaining thereto shall be included in contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

- A. General Conditions, Article GC-2, is supplemented by the provision of this article.

1.02 Where referred to in the Technical Specifications or Plans, portions of the following standard specifications are incorporated into the Contract, subject to the conditions of the paragraph below.

- A. "Sanitary Sewer Specifications and Standards," dated 1992 prepared by APWA, available on the web from www.kcapwa.net/specifications.asp
- B. DIVISION II "Construction and Materials Specifications" Sections 2000 through 2400, dated 1981, prepared by APWA, available on the web from www.kcapwa.net/specifications.asp
- C. "MCIB Sections and Bulletins": The "Sections" of the "Approved Standard Concrete Specifications" and "Bulletins" issued by MCIB, available from MCIB, office of Sharon Schick, 9614 Howe Drive, Overland Park, Kansas 66206, telephone (913) 649-2272.
- D. "Standard Specifications for State Road and Bridge", dated 1990, hereinafter referred to as "Kansas Highway Specifications," prepared by the Kansas Department of Transportation (KDOT).
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", 2003 edition hereinafter referred to as "MUTCD", for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- F. Other standard specifications where referred to in said Special Conditions, Specifications or Plans.
- G. The above named standard specifications may be seen at the office of the Engineer and may be purchased as indicated. The successful bidder shall obtain a sufficient number of copies of the standard specifications so incorporated as are required for the proper prosecution of this Contract.

1.03 Wherever a part of any of the above named standard specifications is referred to in the Technical Specifications or Plans, the following conditions shall apply unless otherwise provided in the Technical Specifications or Plans:

- A. Only the specifically referred to part of the standard specification shall apply to this Contract. Whenever any provision of a standard specification conflicts with any of the Contract Documents as defined in the General Conditions, Article GC-1, said Contract Documents shall govern.
- B. Wherever, in a referred part of a standard specification, there is reference to another part of the same standard specification or to another specification or code, all such references are incorporated into the Contract, except as otherwise provided in the Technical

Specifications or Plans. Where said referred to other part of the same published specification or another specification or code has been amended anywhere in the Technical Specifications or Plans, the amended provisions shall govern.

- C. References in the standard specifications to "Owner", "Commission", "Highway Commission", "Chief Engineer", or "Director" shall be understood to be references to "Owner", "Purchaser" or "Party of the First Part".
- D. References to "Engineer" or "Architect" in the standard specifications shall be understood to be references to "Engineer" as defined in the General Conditions, Article GC-2.
- E. References to "Contractor" in the standard specifications shall be understood to be references to "Contractor" or "Party of the Second Part" as defined in the General Conditions, Article GC-2.
- F. References to Regulations of the Contract. "General Provisions and Covenants", "General Provisions" and "General Clauses and Covenants" in the standard specifications shall be understood to be references to the General Conditions.
- G. References to "Specifications", "Technical Specifications", "Construction Specifications", "Special Provisions" and "Special Conditions" in the standard specifications shall be understood to be references to the "Technical Specifications".
- H. Abbreviations: Where ever in these Technical Specifications and Contract Documents the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.
 - 1. AAN - American Association of Nurserymen
 - 2. AAR - Association of American Railroads
 - 3. AASHTO - American Association of State Highway & Transportation Officials.
 - 4. ACI - American Concrete Institute
 - 5. AGC - Associated General Contractors of America
 - 6. AIA - American Institute of Architects
 - 7. AISC - American Institute of Steel Construction
 - 8. ANSI - American National Standards Institute

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| 9. | APWA | - Kansas City Metropolitan Chapter of the American Public Works Association |
| 10. | ARA | - American Railway Association |
| 11. | AREA | - American Railway Engineering Association |
| 12. | ASCE | - American Society of Civil Engineers |
| 13. | ASLA | - American Society of Landscape Architects |
| 14. | ASME | - American Society of Mechanical Engineers |
| 15. | ASTM | - American Society of Testing Materials |
| 16. | AWPA | - American Wood Preservers' Association |
| 17. | AWS | - American Welding Society |
| 18. | AWWA | - American Water Works Association |
| 19. | CRSI | - Concrete Reinforcing Steel Institute |
| 20. | FHWA | - Federal Highway Administration - Department of Transportation |
| 21. | FSS | - Federal Specifications and Standards, General Services Administration |
| 22. | ITE | - Institute of Traffic Engineers |
| 23. | MCIB | - Mid-West Concrete Industry Board, Inc. |
| 24. | NEC | - National Electrical Code, National Fire Protection Association |
| 25. | NEMA | - National Electrical Manufacturers Association |
| 26. | NRMCA | - National Ready Mixed Concrete Association |
| 27. | PS | - U.S. Product Standard, U.S. Department of Commerce |
| 28. | KCMMB | - Kansas City Metro Materials Board |
| 29. | SAE | - Society of Automotive Engineers |
| 30. | CIP | - Cast Iron Pipe |

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| 31. | DIP | - Ductile Iron Pipe |
| 32. | RCP | - Reinforced Concrete Pipe |
| 33. | CMP | - Corrugated Metal Pipe |
| 34. | CMPA | - Corrugated Metal Pipe Arch |
| 35. | VCP | - Vitrified Clay Pipe |
| 36. | ABS | - ABS Composite Sewer Pipe |
| 37. | PVC | - Poly Vinyl Chloride Sewer Pipe |

1.04 The following definitions are supplementary to Regulations of the Contract, Article GC-2.

- A. Street, Road or Alley: The whole area within the right-of-way limits.
- B. Land, Right-of-Way or Easement: The land provided by the Owner upon which to construct the work.
- C. Temporary Construction Easement: The land provided by the Owner for use by the Contractor during the construction of the work.
- D. Sub-Grade: Sub-grade is that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.
- E. Pavement: Pavement is the rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.
- F. Concrete: Portland cement concrete.

END OF SECTION

1.01 GENERAL

Prior to starting work, a preconstruction conference will be held to discuss the project, its scheduling and its coordination with the work of others. It is expected that this conference will be attended by representatives of the Owner, the Engineer, the Contractor and his subcontractors, utility representatives, as well as representatives of any other affected agencies which the Owner may wish to invite. The contractor shall bring to the conference a tentative schedule of construction progress, shop drawing submittals and other required project submittals and certifications.

END OF SECTION

1.01 GENERAL

Scheduling shall provide for the least practical inconvenience to the traveling public and to residents along the project.

1.02 SUBMISSION AND CONCURRENCE

- A. Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall not only indicate the sequence of the work but also the time of starting and completion of each part. The schedule shall be submitted to the Engineer for his concurrence.
- B. The Engineer may require the Contractor to add to his plant, equipment, or construction forces, as well as increase working hours, if operations fall behind schedule at any time during the construction period.

1.03 PROGRESS REPORTS

- A. A progress report shall be furnished to Engineer with each application for progress payment. If the work falls behind schedule, contractor shall submit additional progress reports at such intervals as Engineer may request.
- B. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effects on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to Engineer, must be substantiated with satisfactory evidence.
- C. Each progress report shall also include three (3) copies of the accepted graphic schedule marked to indicate actual progress.

1.04 WINTER SHUT-DOWN

If the project is shut down over a winter, the area shall be left in a safe condition for the winter. The Contractor shall maintain the project over the winter shutdown period in a manner that there will be no undue hardship or inconveniences to the neighborhood residents or traveling public and in a manner approved by the Owner. Manholes and valve boxes projecting above the base shall be ramped with temporary bituminous cold-mix or asphaltic concrete in order to facilitate the Owner's snow plowing. The temporary surfacing for through traffic shall have a bituminous cold-mix surface as part of the temporary surfacing. Access shall be provided to all properties. Any temporary surfacing required during winter shut-down shall be furnished, placed and maintained at the Contractor's expense.

END OF SECTION

1.01 CONTRACTOR'S RESPONSIBILITY AND TESTING

- A. The Contractor will be fully responsible for complying with the (Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure himself of full compliance. Copies of such certificates and test reports shall be furnished the Engineer, prior to payment of pay items.
- B. Manufacturers shall provide test facilities and personnel as required by the Technical Specifications and shall have such tests made as required to assure full compliance with the Contract Documents.

1.02 CERTIFICATES OF COMPLIANCE

- A. The Contractor, prior to payment for the pay items, shall submit, in triplicate, certificate of compliance from manufacturers, producers, fabricators and suppliers of items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.
- B. Whenever the items so certified deviate from the requirements of the Technical Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the Engineer in writing, then the Engineer's approval of such certifications will not constitute approval of the deviations.
- C. Said certificates may be accepted by the Owner and Engineer as adequate evidence of compliance with the Contract Documents. However, at its option, the Owner may test any or all of said items for compliance. If found to be in compliance with the Contract Documents, the cost of testing will be borne by the Owner. If found to be not in compliance, the Contractor shall pay for such testing.

1.03 REQUIREMENTS FOR CERTIFICATIONS, SHOP DRAWINGS AND TESTING

- A. Specific requirements for certifications, shop drawings and testing are given in the following subparagraphs.
- B. Manufactured items, as follows, will require certificates of compliance, with shop drawings, catalog data or installation instructions where so indicated.
 - 1. Reinforced concrete pipe, fittings and specials. (Shop drawings required for all fittings and specials, including branch connections, and riser manholes.)
 - 2. Joint materials for reinforced concrete pipe.
 - 3. Corrugated steel pipe, fittings and specials (Shop drawings required as in Item 1. above.)
 - 4. Ductile and cast iron pipe and fittings.
 - 5. Asphalt cement for asphaltic concrete.
 - 6. Portland cement.
 - 7. Brick and mortar.
 - 8. Precast concrete manholes and inlets.

9. Reinforcing steel and welded wire fabric for all reinforced concrete work.
 10. Structural steel and metal work (Shop drawings required for fabricated items).
 11. Iron castings.
 12. Fertilizer, seed and mulch.
 13. Sod (considered as manufactured material for compliance purposes). Engineer shall be given opportunity to inspect sod field prior to delivery to project.
 14. Paver bricks.
 15. Street light luminaries and miscellaneous light equipment.
 16. Traffic signal equipment.
 17. Precast reinforced concrete box culverts. (Shop drawings required for construction layout and sequencing, culvert segments, and RCP connections.)
 18. Other items if Owner requests them.
- C. Rock and sand products will require certificates of compliance, as follows:
1. Aggregates for portland cement.
 2. Aggregates for asphaltic concrete.
 3. Aggregates for granular fill (pipe bedding or underdrains).
- D. Backfill: It is recognized that, due to mixing of types of materials found in City Construction, it may sometimes be difficult to correlate actual performance with test results. The Engineer may make notations of waiver on certain field moisture-density test reports when, in his judgment, the Specification requirements have been met on the basis of visual inspection and the test reports do not truly indicate the field condition. However, the Contractor will be fully responsible for settlement of backfill as provided in Regulations of the Contract, Article GC-45.
- E. Concrete:
1. The actual mix proportions shall be determined by the Contractor, based on satisfactory experience with the proposed materials and MCIB mix. Mix proportions, typical test reports and complete data on materials and plant, supporting their acceptability under the Specifications, shall be submitted to the Engineer in triplicate for concurrence before beginning concrete work.
 2. Acceptance of Concrete for strength shall be as stipulated in Article 5.02 of MCIB Section 5.
 3. Air content shall be measured in accordance with the requirements of ASTM C 173.
 4. Visual inspections and tests for performance of concrete may be made by the Engineer to satisfy himself that consistency, air content, minimum compressive strength, materials, gradation and cement content are in compliance with the Technical Specifications. Such inspections and tests will be in accordance with MCIB Bulletin No. 6, "Concrete Inspection," and the applicable parts of MCIB Section 5, "Concrete Mix Design Tables."
- F. Asphaltic Concrete Mix: The provisions of item 1. of paragraph E. above shall apply to asphaltic concrete mix, except delete the reference to "MCIB."

END OF SECTION

1.01 GENERAL**A. Subgrade:****1. Roadway:**

- a. During the progress of the work, in-place density and moisture content of the embankment shall be determined by the Standard Method of Test for Density of Soil in Place by the Sand-Cone Method, A.S.T.M. D-1556; or by Nuclear Methods, A.S.T.M. D-2922. All material between lines 1 foot (30.48 cm) behind back of curb and within the top 6 inches (15.24 cm) of the subgrade shall be compacted to 95 percent of maximum density for the material as determined by A.S.T.M. D-698 and with a tolerance of minus 3 percent and plus 3 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained. Density and moisture content shall be determined before laying any asphaltic concrete base and before placing curb and gutter when directed by the Engineer. Tests shall be made within 24 hours in advance of paving at approximately 100-foot intervals, or as directed by the Engineer.

2. Trenching, Backfilling and Compaction:

- a. All materials and construction shall conform to Section 02600 "APWA Specifications", except as otherwise specified herein. Soil compaction testing and other required testing will be determined by the following standards:

Standards: (Tests shall comply with the latest revisions)

- 1) ASTM C136, Sieve or Screen Analysis of Fine and Coarse Aggregates.
- 2) ASTM D2922, Density of Soil in Place and Soil Aggregate in Place by Nuclear Methods.
- 3) ASTM D2167, Density of Soil in Place by the Rubber Balloon Method.
- 4) ASTM D1556 Density of Soil in Place by Sand-Cone Method.
- 5) ASTM D698, Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5 lb. Rammer and 12 in. Drop.
- 6) ASTM D2487, Classification of Soils for Engineering Purposes. Wherever the Terms, "90% of Maximum Density" or "Optimum Moisture", are used, Maximum Density and Optimum moisture shall be determined by the standard compaction test described above.
- 7) All trench backfill above pipe embedment shall conform to one of the following specifications:
 - (a) 90% compacted backfill. Under streets, drives, or state or county highways surfaced with gravel, crushed stone, "blacktop" or other low or intermediate type surfacing. In street, road, highway, railway or alley rights-of-way. In traveled ways. In established lawns. Any line within 5 feet of back of curb or 5 feet of street surfacing if not curb either perpendicular to or parallel to the street shall be considered as under the street surfacing, and 90% compaction shall apply.
 - (b) 95% compacted backfill.

Under concrete, asphaltic concrete, brick, concrete structures or other high type pavements. Under concrete walks, curbs, gutters and culverts. Under all types of street surfacing where trench cut is approximately at right angle to roadway.

- (c) In areas not listed above, backfill shall be compacted to a density equal to the surrounding ground.
- b. Frequency of testing and location of test shall be determined by the Owner's representative and testing laboratory personnel to assure compliance with specification requirements.

B. Concrete:

Tests of concrete material and cylinders will be made by the laboratory for each day's significant pour over 5 cubic yards unless otherwise approved by the Engineer. The following tests shall be run:

- 1. Air content
- 2. Slump
- 3. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

3.01 Construction procedures shall be coordinated with the Engineer so that determination of compliance with moisture and density requirements can be made.

Copies of all test reports shall be sent by the testing lab not later than seven days after completion of tests to the following:

- One copy to Owner
- One copy to Contractor
- One copy to Shafer, Kline & Warren, Inc. (SKW)

The Owner will arrange for testing laboratories to perform such routine testing as desired by the Owner. Such testing, or failure to test, on the part of the Owner shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents. Testing services arranged for by the Owner will be paid for by the Owner only if results are found to be in compliance with the Contract Documents. In the event that any test indicates non-compliance with the specifications, at least one additional test will be paid for by the Contractor to determine acceptability of material or methods.

END OF SECTION

1.01 GENERAL

Temporary facilities and controls required for this work include, but are not necessarily limited to:

- Temporary utilities such as gas, water, electricity and telephone.
- Sanitary facilities.
- Enclosures such as tarpaulins, barricades, and canopies.
- Schedule of work and controls.

2.01 TEMPORARY UTILITIES

- A. General:
Provide and pay all cost for all gas, water and electricity required for the performance of the work.
- B. Temporary piping:
Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.

2.02 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any regulations of the State of Kansas or federal government which apply to this matter in the geographical area of the work. The determination as to whether excessive dust is becoming airborne shall be by the Engineer. When directed by the Engineer, the Contractor shall take appropriate dust control measures satisfactory to the Engineer. No separate payment will be made for performing dust control or for applying water for this purpose.

2.03 CLEANUP

- A. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the site in a neat and orderly condition during the progress of the work. The Contractor shall, as directed by the Engineer, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.
- B. The Contractor shall clean up all dirt from paved surfaces, not allowing same to pack on the roadway or create a traffic nuisance. No direct payment will be made for work within the scope of this Article.

2.04 DEBRIS CONTROL

During construction, care shall be taken to ensure public safety. After placing of concrete, the Contractor shall be responsible for removing all forms (after a minimum waiting period of fourteen (14) hours), backfilling of the form excavation, replacement of any material removed or disturbed, and removal of dirt, concrete splatters and overspray from buildings and other structures.

2.05 SANITARY FACILITIES

Furnish and install all required temporary toilet buildings with sanitary toilets for use by all personnel.

Comply with all minimum requirements of all public agencies having jurisdiction. Maintain in a sanitary condition at all times.

2.06 ENCLOSURES

Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.

2.07 TREE PROTECTION

Trees inside project limits shall be protected with barricades. Barricades shall be same material as construction fence and located as close to the tree drip line as possible.

2.08 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least notice consistent with efficient performance of the work.

2.09 WASTE AREA AND MATERIAL STORAGE

The Contractor shall make his own arrangements for material and equipment storage areas, field office location, and waste area. When private properties are used for any of the preceding reasons, the Contractor shall contact the Engineer or his representative, prior to usage of the property, to form a three party agreement between the Owner, the Contractor and the Property Owner.

2.10 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and water courses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or water course other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any drain or water course.

3.01 REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

3.02 SAFETY

Erection and maintenance of all safety barricades, shoring, fences, and other devices necessary for safe conditions to protect the work, equipment, workmen, public and others, shall be the responsibility of the Contractor. The Contractor shall erect or construct such devices as conditions may require and shall maintain them to provide safe conditions throughout the construction period.

3.03 PAYMENT

No separate payment will be made for this item. All costs shall be included in the contract unit prices for other items.

END OF SECTION

1.01 GENERAL

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them provided that maintenance of traffic will not be required where the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic for the duration of time as may be agreed upon.
- B. The Contractor shall present a work schedule and a plan for handling traffic during construction for review and approval by the Owner before commencing any work. The traffic control plan shall be certified by an ATSSA Worksite Traffic Supervisor.
- C. Contractor shall obtain required permits 15 days in advance of proposed closure date in order to allow sufficient time for public notification.

1.02 WHEN WORK NOT IN PROGRESS

The work shall be cleaned up at the end of each working day and temporary surfacing shall be placed such that access will be had to all driveways during the night, weekends, holidays and other days when work is not in progress and when the stage of the work does not directly interfere with the drive. The Engineer, at his discretion, may grant short-term exceptions to this requirement in connection with preparing sub-grade and paving.

1.03 CONTACT PERSON

The Contractor shall designate a person (with phone number) who can be called by the City during the night, weekends, holidays and other days when work is not in progress. The Contractor will be responsible, through this person, for making such temporary repairs during said periods as may be needed to meet the requirements of paragraph 1.02 above.

1.04 THROUGH TRAFFIC AND LOCAL TRAFFIC

- A. The Contractor shall accommodate one lane of travel in each direction throughout the duration of the project.
- B. The Contractor shall handle local traffic along the project in accordance with the applicable sub-sections of Section 107 of the Kansas Highway Specifications. Local traffic includes the traffic to and from side streets in which there is no other outlet.
- B. Where required to provide access for local traffic and when directed by the Engineer, the Contractor shall provide and maintain temporary surfacing consisting of crushed stone. The crushed stone for temporary surfacing shall meet the requirements of Section 306 of the Kansas Highway Specifications for Type AB-1 Aggregate, unless the Engineer agrees to a different gradation because of site conditions.

- C. Driveway entrances steps and finish grading shall be completed as soon as practicable so that access may be had from the street adjacent property as soon as possible.

2.01 TRAFFIC CONTROL DEVICES

- A. In addition to traffic control devices shown on the plans, the Contractor shall provide and maintain all barricades, cones, construction warning signs, flagmen, temporary pavement marking, and incidental devices to protect the traveling public and the Contractor's personnel or equipment on the job site. During all phases of construction, the Contractor shall display the required signs. Any traffic control device not in use shall be either covered, removed, or turned away from the view of on-coming traffic. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current, both in legend and function. Temporary pavement marking shall be plastic or paint.
- B. All traffic control devices, design, installation and maintenance of the devices, shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highway," 2003 edition, and its most current revisions. No substitutions for the devices required by the above referenced manual will be allowed without the written approval of the Engineer.

2.02 INSPECTION

The project representative on this project will make daily inspections of the traffic control devices installed as part of this contract and maintain an accurate record of any maintenance required and the date on which it was completed.

2.02 MAINTENANCE OF TRAFFIC CONTROL DEVICES

The Contractor will be required, at the time of the preconstruction conference, to detail a method by which the maintenance of the required traffic control devices will be accomplished during the working and non-working hours. The Contractor shall assign a specific person to be responsible for the installation and maintenance of traffic control devices. This information shall be provided to the Owner. The Contractor may, at his option, establish a maintenance agreement, approved by the Owner, with one of the area sign companies to supply, install and maintain required traffic control devices throughout the duration of this project. When the traffic control devices are no longer needed, immediate removal of said devices shall be included in this agreement.

2.03 UTILITIES

Damage to existing utilities during construction of this project which requires immediate repairs and which would necessitate the utility company or the Contractor to work in any manner other than described herein, may be considered an "Emergency." When the Owner declares an Emergency, the work shall proceed on a 24-hour a day basis until such time as the roadway can return to normal traffic and all costs, including cost for additional traffic control will be the sole responsibility of the Contractor.

2.04 EMERGENCY VEHICLE ACCESS

The Contractor shall coordinate his work with public safety officials for emergency vehicle access.

2.05 COMMUNICATIONS WITH PROPERTY OWNERS AND TENANTS

- A. The Contractor shall endeavor, with the cooperation and concurrence of the Owner, to communicate with property owners and tenants affected by the work. Such communications may be both written and verbal. The emphasis shall be on advance notification and explanation of how the property owner or tenant will be affected during the course of the work.
- B. The Contractor shall investigate, answer and take care of complaints from property owners and tenants in connection with his work during the progress thereof.

2.06 ADDITIONAL TRAFFIC CONTROL DEVICES

The Owner or the Owners Representative may inspect the work area at various times to determine if any additional traffic control devices are necessary or if any maintenance is required to the traffic control devices in place. Any traffic control device which requires maintenance or any additional traffic control needs found during these inspections will be reported to the Contractor. It will be the responsibility of the Contractor to perform the necessary maintenance or provide additional traffic control devices as requested by the Engineer. Failure to comply with this request will result in suspension of work in the street right-of-way until approval is obtained. No separate payment will be made for additional traffic control devices.

2.07 EXISTING TRAFFIC SIGNS, STOP SIGNS, AND STREET SIGNS

All existing traffic signs, stop signs, and street signs in the way of the work shall be carefully removed by the Contractor and replaced. The required function of stop signs and other signs affecting driver safety shall be preserved by the Contractor whenever a street is open to traffic.

Upon completion of the project, all street signs shall be reset by the Contractor as approved by the Engineer. No separate payment will be made for this work.

3.01 PAYMENT

Payment for furnishing, placement, maintenance and removal of all necessary Traffic Control Devices shall be included in the lump sum bid price for "Traffic Control" as listed in the proposal.

END OF SECTION

1.01 GENERAL

- A. At various locations along the project, post-mounted mail boxes may be located within the construction limits. These mail boxes must be maintained in service during and following construction. This may involve moving and resetting the mail boxes, and it may involve setting them temporarily while the work is in progress.
- B. The Contractor shall be solely responsible for these mail boxes during construction and for the final setting of them following construction.
- C. The final setting shall conform to the requirements of the U.S. Postal Service. Existing materials may be used if they are still in good condition following the construction. New materials needed to make proper settings shall be furnished by the Contractor.
- D. As far as possible, no mail box shall be finally set in a sidewalk or closer than three feet to a drive apron. Final setting shall be as close as possible to the original setting.

2.01 PAYMENT

All work and material used in connection with the resetting of the mail boxes shall be considered subsidiary to other items of construction and no direct payment will be made for it.

END OF SECTION

1.01 GENERAL

- A. The Contractor shall make his own arrangements for material and equipment storage areas.
- B. The Contractor shall not unreasonably encumber site with materials or equipment.
- C. The Contractor shall assume full responsibility for protection and safekeeping of products stored on premises, and move any stored products which interfere with operations of the Owner.

2.01 PAYMENT

No separate payment will be made for "Material and Equipment Storage". All costs pertaining thereto shall be included in the contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

For a period of time, from the inception of the contract to three years from the date of final payment under the contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the Owner or of any other agency which has contributed funds in connection with the contract or to which the Owner is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this contract.

END OF SECTION

1.01 GENERAL

- A. An investigation of subsoil has not been made for this project. No classification of material shall be made. Ground water and rock may be encountered in excavations. Depth of ground water may vary seasonally.

1.02 ADDITIONAL INFORMATION

- A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Such exploratory excavation shall be made in a manner and location that will not disturb piping or buried electrical lines.
- B. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of rock or water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.

END OF SECTION

1.01 GENERAL

Demolition and site Preparation shall be done in accordance with Section 2101 of the "APWA Specifications".

- A. This shall include the removal of all existing culverts, walls, pavements, steps, and other improvements and appurtenances, as required to construct the proposed improvements. Materials unsuitable for embankment shall become the Contractor's property and shall be disposed of off the construction site.
- B. This shall consist of clearing and grubbing including removal of all unsuitable materials such as brush, stumps, rubbish and trees marked for removal that are within the construction site limits. These unsuitable materials are the Contractor's property and shall be disposed of properly. The plans may not show all items to be removed. Other removals shall be as approved or directed by the Engineer. No additional payment will be made for such additional removals, except for individual tree removal as defined in Part 3.06 of this section.

1.02 PROTECTION

This shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal. The Contractor shall comply with all laws, ordinances, applicable safety code requirements and regulations relative to the demolition and clearing called for and the protection of life and property. He shall be responsible for all damage caused by his operations. The contractor shall erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall replace or repair any structures, equipment, piping or facilities not scheduled for removal, but damaged during course of the work.

1.03 NOTIFICATION

The Contractor shall notify the Owner and secure approval at least three days prior to beginning demolition. The Owner shall remove any material and equipment he desires. Contractor may proceed with demolition after the Owner has removed the material and equipment he desires to keep.

3.01 BLASTING

No blasting will be allowed.

3.02 GRUBBING

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
1. Limits of grubbing:
The area to be grubbed shall include all area within the construction site limits.
 2. Materials:
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of two (2) feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
 3. Filling of holes:
All holes caused by grubbing operations shall be backfilled and compacted in accordance with the applicable provisions of these specifications and to the level of the surrounding ground surface.
 4. Disposal:
Products of grubbing shall be disposed of away from the site.

3.03 BURNING

No burning will be allowed.

3.04 CLEARING

The Contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

3.05 PLUGGING EXISTING PIPES

All existing pipes and structures that need to be plugged where directed by the Engineer, shall be permanently sealed with bulkheads constructed of concrete or brick masonry having a minimum thickness of 12 inches. No direct payment will be made for this work.

3.06 REMOVAL

- A. The Engineer will designate individual tree which meet this definition for removal. The Engineer will also designate all trees, shrubs and plants within the construction limits that are to remain.

All other vegetation within the construction limits shall be removed and properly disposed of.

- B. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction, within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- C. Removing Pavement:
1. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
 2. Where part of the existing concrete curb, asphalt pavement or driveway is to be removed at locations other than construction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of two (2) inches or one fourth (1/4) the existing slab, whichever is greater. Water shall be used, as required, to control concrete dust during sawing operations. In order to provide true alignment and a vertical face against which the replacement concrete can be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be resawed behind the limits of the chip or crack. Sawing shall be along a line parallel to or perpendicular with the nearest joint, except as otherwise specified by the Engineer, to assure uniform appearance.
 3. No separate payment will be made for sawing concrete. All cost shall be included in the unit prices for other items as listed in the Proposal.

3.07 PAYMENT

Payment will be made at the contract Lump Sum price for "Clearing and Demolition" as listed in the proposal.

END OF SECTION

1.01 GENERAL

- A. The work of this section shall consist of relaying or connecting miscellaneous small drain lines or sanitary sewer service lines which may be encountered during roadway construction.
- B. Where the locations or grades of items described are shown on the Plans, the information is considered approximate only, and no guarantee is made as to the accuracy or completeness thereof. It is anticipated that unknown items not shown on the plans will also be uncovered during roadway excavations and shall require adjustment as specified herein.
- C. Relocations or adjustments to facilities owned by Kansas Gas Service, Time Warner Cable, AT &T , Kansas City Power and Light, and WaterOne will be accomplished by the utility company at no cost to the Contractor.
- D. The Owner will endeavor to have all necessary adjustments or relocations of public or private utility facilities in direct conflict with the roadway work made as soon as practicable. Such adjustments or relocations will be made at no cost to the Contractor. Some adjustments or relocations may be completed before the Contractor progresses to the points affected. Under some circumstances, however, such adjustments or relocations may have to be performed during the Contractor's construction. The Contractor shall be responsible for coordinating his work with that of the utility owners or their contractors so as to cause the least possible delay in work.
- E. It is anticipated that sanitary sewer house service pipes, and miscellaneous small drain pipes will be encountered in excavation for roadway, storm sewers and structures. Locations are generally unknown and, generally, no attempt has been made to show them on the plans. These pipes, whether shown on the plans or not, shall be relaid as directed, furnishing all necessary materials, to provide satisfactory cover and grade. Sanitary sewage shall not be allowed to run uncontrolled over the ground or into any watercourse. The sanitary sewage shall be directed back into the sanitary sewer system.
- F. The Contractor is responsible for the maintenance of service of all sewer lines damaged by the Contractor's operations.
- G. Sanitary Sewer service lines found to be in conflict with proposed storm sewer shall be adjusted and relayed to the extent needed to avoid the proposed storm sewer. Use Johnson County Wastewater (JCW) Standard Specifications and Details. All Sanitary Related Work must be completed in accordance with JCW Standard Specifications and by a JCW Pre-Qualified Contractor. All repairs, modifications, or adjustments require inspection by JCW. Sanitary sewer service line replacements will be paid at the contract unit price, per each, as needed.
- H. The Engineer will furnish plans to the utility companies for their records.

2.01 All work and materials required to install, relay, and connect small miscellaneous drain pipes shall conform to the details on the Plans.

- A. Miscellaneous small drain pipes shall be intercepted and brought to a point of underground or surface discharge, as shown on the Plans and as directed.
- B. Underground discharge may be to a new or existing storm sewer pipe, or may be to a new or existing drainage structure. In either case the pipe shall be tightly grouted into the structure and supported to the first joint with concrete.
- C. Surface discharge may be to a ditch or through curbing as shown on the Plans.

3.01 MEASUREMENT AND PAYMENT

- A. No measurement or payment shall be made for installing, relaying and connecting small existing drain pipes. All costs shall be included in the contract unit prices for other items.
- B. Payment for the amount of sanitary sewer service line replacements completed and accepted shall be paid for at the contract unit price, per each, for “sanitary sewer service line replacement.”

END OF SECTION

1.01 GENERAL

See Concrete Section 00300

Section 2301 of the APWA Standard Specifications shall govern the construction of concrete sidewalks, driveways, and steps, except as modified in this Section 02513.

Sidewalk surfaces shall be marked with a transverse joint spaced equal to the width of the sidewalk. Tool all four edges. Broom finish perpendicular to walk.

2.01 NOTIFICATION

When an existing entrance is to be removed and replaced, the Contractor shall notify the affected property owner or tenant twenty-four (24) hours prior to this work. Scheduling of the construction of entrances shall be such that, wherever possible, placing of concrete shall be accomplished within twenty-four (24) hours after the existing materials have been removed.

3.01 PAYMENT

- A. Payment for concrete driveway shall be paid for at the contract unit price, per square yard, for Driveway.
- B. Payment for concrete sidewalk shall be paid for at the contract unit price, per square yard, for Sidewalk. The concrete for sidewalk ramps shall be measured and included in the total area of 4-inch concrete sidewalk.
- C. Payment for additional work and materials shall be paid at the contract unit price, per each, for "sidewalk ramp".

END OF SECTION

1.01 GENERAL

See Concrete Section 03300.

Section 2209 of the APWA Standard Specifications shall govern the construction of concrete curb and gutter.

Concrete curb and gutter shall be in accordance with the lines, grades and details in the plans.

Curb and Gutter "Lay Down Machine" is required except at sections under 50 feet.

2.01 MEASUREMENT AND PAYMENT

- A. Concrete curbs and gutter shall be measured along the top of the back of curb.
- B. Payment for concrete curb and gutter shall be paid for at the contract unit price, per linear foot, for "Concrete Curb and Gutter."

END OF SECTION

1.01 GENERAL

Where required to provide access and maintain traffic and when directed by the Engineer, the Contractor shall provide temporary surfacing of Crushed Stone. Such temporary surfacing shall be maintained by the Contractor in a safe, reasonably smooth condition as long as it is in use. Crushed stone for temporary surfacing shall meet the requirements of Section 2202.2 of the APWA Standard Specifications, unless the Engineer agrees to a different gradation because of site conditions.

Where required to maintain drainage and when directed by the Engineer, the Contractor shall furnish and install such temporary drainage facilities, as required, to allow for adequate surface and storm sewer drainage to prevent accumulation of water and to control erosion. Temporary drainage shall conform to applicable portions of these construction documents and be furnished, placed and maintained at the Contractor's expense.

2.01 PAYMENT

No direct payment will be made for temporary drainage or temporary surfacing, complete and in place, including removal. All cost pertaining thereto shall be included in the contract prices for other items as listed in the proposal.

END OF SECTION

1.01 SCOPE

The scope of this work will include all storm sewer construction. This section is provided for information only. It is provided in case pipe is damaged during construction.

2.01 MATERIALS AND CONSTRUCTION

Materials and construction shall conform to Section 2600 of APWA Specifications Except as herein modified:

- A. Excavation in trenches will be considered as unclassified excavation.
- B. Water service lines in conflict with storm sewer construction shall be adjusted as required and approved by the Owner. No direct payment will be made for adjusting water service lines, complete and in place.
- C. The use of precast structures will not relieve the Contractor of the responsibility to make any adjustments to the structures, or provide new structures, found to be necessary because of field utility conflicts or other field conditions. Modifications of precast structures, if allowed by the Engineer, or substitution of an approved structure to meet field conditions, shall be entirely at the Contractor's expense.
- D. The Contractor shall verify all top of inlet and manhole elevations prior to construction of the inlets.
- E. All RCP pipe shall be Class III, unless specified otherwise.
- F. All corrugated steel pipe shall be the type and gage as specified in Section 02705, Part 3 of these specifications for the sizes shown on the plans.
- G. High density polyethylene pipe (HDPE) will be allowed as an alternate to corrugated metal pipe (CMP).

2.02 TRENCHING, BACKFILLING AND COMPACTION

- A. Trenching:
Trenching and backfilling during freezing weather shall not be done except by permission of the Engineer. No backfill material shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill. One block or 400 feet (whichever is the shorter) shall be the maximum length of open trench permitted on any line under construction. Except where tunneling is permitted by the Engineer or called for on the plans, all trench excavating shall be open cut from the surface.

Trench widths shall be maintained as narrow as possible below an elevation 1'-0" above the top of the installed pipe.

Where necessary to reduce the earth load on trench banks to prevent sliding and caving, the banks may be cut back on slopes which shall not extend lower than one foot above the top of the pipe.

- B. When operating on pavements or walks all equipment shall be rubber tired, except for excavation equipment. Excavating equipment, in such cases, shall not have grousers, cleats or lugs on the tracks. The Contractor shall take all precautions necessary to protect the existing pavements and walk.
- C. Grub out live roots for a distance of at least 6 inches below and 8 inches on side of outside surface of pipe.
- D. Mechanical excavation:
 - 1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to buildings, culverts, or other existing property, utilities, or structures above or below ground; in all such locations, hand excavating tools and methods shall be used.
 - 2. Mechanical equipment used for trench excavation shall be of a type, design and construction and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical side walls are obtained at least from an elevation one foot above the top of the installed pipe to the bottom of the trench, and that the trench alignment is such that the pipe when accurately laid to specified alignment will be centered in the trench with adequate clearance between the pipe and side walls of the trench. Undercutting of the trench side wall to obtain clearance will not be permitted.
- E. Granular bedding material shall be crushed stone or pea gravel conforming to MCIB, Section No. 4, Column No. 3.
- F. Cutting concrete pavement and walks:
 - 1. Cuts in concrete and asphalt pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and pipe line appurtenances. Cutting shall be started with a concrete saw (or by other cutting method approved by the Engineer) and in a manner which will provide a clean groove at least 1-1/2 inches deep along each side of the trench and along the perimeter of cuts for structures.
 - 2. Pavement and base pavement over trenches excavated for pipe lines shall be removed so that shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. The trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless other wise required shall be parallel to the center line of the trench.
- G. All granular bedding is to be omitted in a five foot section of trench immediately upstream of each manhole. The trench bottom is to be shaped to fit the pipe bottom and hand compaction of earth around the side and to a point two feet above the pipe. If earth is unsuitable for pipe support or backfill, over excavate and replace with suitable material.

Earth in the five foot section of trench length shall be compacted to at least 90% of optimum density.

H. Drainage Maintenance:

Trenches across roadways, driveways, walks, or other trafficways adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and section, grades, and contours of ditches or water courses shall be restored to their original condition. Surface drainage shall not be obstructed longer than necessary.

I. The Contractor shall be responsible financially and otherwise for backfill settlement as covered in Article GC-45.

J. Final Grading and Disposal of Excess Excavated Materials:

1. Except as other wise indicated, all excess excavated materials shall be disposed of by the Contractor away from the site of the work.
2. Pavement and pavement base material, excavated rock in excess of the amount permitted to be and actually installed in trench backfill, junk and debris encountered in excavation work, and other similar waste materials shall be disposed of away from the site of the work.
3. The disposal of waste and excess excavated materials, including hauling, handling, leveling and surfacing, shall be at the Contractor's expense.

2.03 TUNNEL EXCAVATION

A. General:

1. Pipelines shall be constructed in tunnels of the type designated on the plans, in conformity with the requirements which follow. All permits shall be obtained by the Contractor.
2. Tunnel liners shall have a clear inside diameter not smaller than the size indicated on the plans.
3. The conduit shall be installed by jacking into place. Earth displaced by the conduit shall be removed through the interior of the conduit by hand, by auger, or by other acceptable means. The casing pipe conduit in its final position shall be straight and true in alignment and grade, as required by the plans.

B. Smooth steel pipe:

Smooth wall casing pipe shall be of welded steel construction and shall be new material with a minimum yield point of 35,000 psi.

The pipe shall have a wall thickness as noted on the plans.

The casing pipe shall be cleaned and coated both inside and outside with two coats of coal tar paint, Koppers "Bitumastic Super Service Black," Tnemec "450 Heavy Tnemecol," or USS Chemicals "Pit Chem 103."

C. Laying pipe in tunnels:

After the tunnel has been installed and the concrete invert has been poured and hardened, the pipe shall be installed. Creosoted 4 inch by 4 inch wood skids shall be strapped to each end of each piece of pipe. The wood skids shall be notched at each strap to prevent the strap from being in contact with the concrete invert. The pipe shall then be pushed into the tunnel with care being taken to insure the joints are not displaced. The joints in the installed pipe within the tunnel shall be tested for leakage before the sand backfill is installed.

D. Sandfill:

Following the installation of the sand backfill, the ends of the tunnel shall then be closed with a concrete or masonry plug 8 inches thick.

3.01 MEASUREMENT

A. Pipe:

Reinforced concrete pipe (RCP), corrugated metal pipe (CMP), and high density polyethylene pipe (HDPE) of the sizes, shapes, gages or classes, coatings, pavings and linings, as shown on the Plans and listed in the Proposal, will be measured as follows:

1. Per linear foot along the geometric centerline of the pipe. Horizontal projection of length will be used.
2. To the intersection of inside wall of inlet, manhole, box culvert or other structure with the geometric centerline of the pipe.
3. No measurement will be made of any excavation for storm sewer construction regardless of material encountered.
4. Inlets, manholes, branch connections, and pipe miters of the various types and sizes will be measured per each. Payment for branch connections will be at the price bid for branch connections of the size of the incoming branch pipe regardless of the fitting used to make the connection.

B. Drainage Structures:

1. All drainage structures will be paid for per each for the various type of structure. No separate measurement of the depth will be made.
2. Payment will constitute full compensation for the structure complete and in place including excavation and backfill, all materials and all labor involved in the construction of each structure.

3.02 PAYMENT

A. Pipe and structures:

The amount of completed and accepted work, measured as provided, will be paid for at the Contract unit and lump sum prices bid, as stipulated in the following:

1. Per linear foot for the various types, sizes, shapes and gages or classes, coatings and pavings of pipe, except as shown on Plans.
2. Per each for the various types and sizes of manholes and inlets.

- B. No direct payment will be made for the following items:
1. Surface restoration, including pavement, curbs, seeding and mulching, beyond grading limits.
 2. Excavation, backfill and pipe bedding aggregate.
 3. Trench subgrade stabilization as approved by the Engineer

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

This work shall include the construction of all pipe sewers whether storm sewers or sanitary sewers. The material required for each section of sewer shall be as shown on the plans. Trenching shall be in accordance with Section 02200 of these specifications. This section is provided for information only. It is provided in case pipe is damaged during construction.

PART 2 - REINFORCED CONCRETE PIPE STORM SEWERS

2.01 GENERAL

This section covers the materials and construction of reinforced concrete pipe storm sewers. Other types of pipe and all appurtenant structures are covered in other sections of these specifications.

2.02 MATERIAL

- A. All reinforced concrete pipe shall conform to the requirements of ASTM C-76-62T, Class III, Wall B. Pipe joints shall be tongue and groove or bell and spigot type.
- B. Pipe for use on the project shall appear neat and well made. It shall be free of cracks, broken places, and obvious manufacturing defects.
- C. All pipe shall be stamped on the inside with its class before delivery to the job site.

2.03 PIPE LAYING

- A. Pipe shall be carefully handled by sling or other means to protect it from damage. Particular care shall be taken to avoid any free fall or shock to the pipe.
- B. Pipe shall be carefully placed on the prepared bedding material and jointed as specified below. Pipe shall be layed true to both line and grade and shall produce a straight line between structures except where other than straight alinement is required or allowed by the Plans.
- C. Where curves are required they may be accomplished by the following methods:
 - 1. If the curve is slight or if the radius of the curve is very long, curving may be accomplished by deflecting each pipe joint in the curved section equally to form a smooth uniform curve. In no case shall any pipe joint be deflected to the extent that the maximum opening of the joint exceeds one half the joint dept (one half the depth of the socket).

2. Short radius bends shall be accomplished through the use of factory made mitered pipe sections. These sections shall be fabricated specifically for a given curve and, when properly assembled, shall produce a uniform curve (consisting of a series of shot chords) of the specified radius. Pipe shall be placed in accordance with the manufacturer's recommendations and the details given on the Plans.

D. All pipe laying shall begin at the lowest point on the sewer and proceed to the higher parts.

2.04 JOINTING

Pipe jointing shall be as specified in Section 2602 of "APWA Specifications," except as follows:

- A. Cement mortar joints other than "diaper" joints will not be permitted.
- B. Pipe joint surfaces shall be clean prior to jointing.
- C. Care shall be taken not to allow bedding material or other deleterious matter to enter the joint during pipe laying or jointing.

2.05 BACKFILL

- A. Following jointing sufficient bedding material shall be placed and compacted along the sides of the pipe to hold it securely in place during the backfill operation. See plans for bedding details.
- B. Next, the trench to 12 inches above the top of the pipe shall be backfilled with layers of carefully compacted select backfill material. This material shall be placed and compacted simultaneously on both sides of the pipe.
- C. Backfill above this point shall be as specified in Section 02200.

2.06 PIPE ANCHORS

Wherever storm sewer does not outlet into a paved channel or other structure, pipe anchors as shown on the plans will be required to connect all pipe joints in the 20 feet of storm sewer preceding the outlet. This 20 feet shall include the length of the end section.

PART 3 - CORRUGATED METAL PIPE AND PIPE ARCH STORM SEWERS

3.01 SCOPE

This specification covers corrugated metal pipe, pipe arch, and fittings which shall be furnished and installed complete with connecting bands and other necessary appurtenances for sewers and culverts. Wherever applicable, the term, "pipe", shall also include pipe arch.

3.02 USES

Where "CMP" is called for or allowed on the plans corrugated steel pipe as specified herein may be used.

3.03 MATERIALS

- A. Corrugated Metal Pipe and Pipe Arch shall be in accordance with AASHTO Design. M 36 for riveted pipe and pipe arch. Helically constructed corrugated steel pipe which meets all other criteria of this section may be used provided the corrugations of the ends of the joints of pipe are made annular for tighter jointing. Unless otherwise specified or shown on plans, gages shall be as follows:

Round Pipe

6" through 21" dia. -	16 ga.
24" through 30" dia. -	14 ga.
36" through 54" dia. -	12 ga.
60" through 72" dia. -	10 ga.

Pipe Arch

17" x 13" through 24" x 18" -	16 ga.
28" x 20" through 35" x 24" -	14 ga.
42" x 29" through 64" x 43" -	12 ga.
71" x 47"	10 ga.

- B. Coupling Bands
Use standard coupling bands in accordance with AASTO Design. M 36. Wherever helically corrugated pipe with annular end corrugations is used, a flat band with "O" ring gaskets shall be used.
- C. Fittings
Fittings shall be of same gage as pipe and continuously welded

- D. End Sections
Flared end sections in accordance with published Standard of National Corrugated Metal Pipe Association. Toe plate is required. Field coat on side against earth with heavy coat of Trumbull "5X" or equal.
- E. Identification
Corrugated Metal Pipe shall have AASHTO Designation, type of pipe (classification), and metal sheet thickness (or gauge) stamped on the outside of the pipe.
- F. Coatings
All Corrugated Metal Pipe shall be fabricated from Aluminized Steel Type 2.

3.04 HANDLING

- A. Pipe, fittings and accessories shall be handled in a manner that will insure their installation in the work in sound, undamaged condition. Contractor shall be responsible for having available equipment to properly handle the pipe. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. Pipe and fittings shall not be dropped, bumped or dragged along the ground.

3.05 CLEANING

- A. The interior of all pipe and fittings shall be thoroughly cleaned of all foreign matter before being installed and shall be kept clean until the work has been accepted. All joint contact surfaces shall be kept clean until the jointing is completed.
- B. Every precaution shall be taken to prevent foreign material from entering the pipe during installation. No debris, tools, clothing or other material shall be placed in the pipe.
- C. Whenever pipe laying is stopped, the upper end of the pipe shall be closed with an end board closely fitting the end of the pipe and having a number of small holes drilled near the center, to prevent the trench from filling with water and to keep sand earth out of the pipe.

3.06 ALIGNMENT AND GRADE

- A. Corrugated metal pipe shall be aligned and graded in accordance with the requirements for reinforced concrete pipe.
- B. Where plans show grade change between structures or slight alignment change to clear obstructions, deflect pipe and joints over a distance as required, after joints have been coupled and only to the extent that joint will not be overstressed.

3.07 LAYING PIPE

- A. Pipe shall be protected from lateral displacement by means of pipe embedment material installed as provided in the trench backfill specification. No pipe shall be laid in water and no pipe shall be laid in unsuitable weather or trench conditions.
- B. When jointed in the trench, the pipe shall form a true and smooth line. Pipe shall not be trimmed except for closure, and pipe not making a good fit shall be removed.
- C. Unless otherwise approved by the Engineer, the laying of pipe shall be begun at the lowest point and the pipe shall be installed so that the outside laps of circumferential joints point up stream and with longitudinal laps on the sides.

3.08 COUPLING PIPE

- A. Pipe ends shall be butted as closely as the corrugations will permit, then joined with a firmly bolted coupling band.
- B. Draw coupling bands tight. Merely tightening bolts will not be adequate. Tap the bands with heavy wooden or rubber mallet. Use chain clinching device or special clamping device if required for tight connection on larger pipe.

3.09 INSTALLING END SECTIONS

Prepare moist clayey soil bearing shaped to end section and place thereon. Join end section to pipe with coupling band. The toe plate shall be set in a trench and backfilled with compacted moist clayey soil or driven to the required elevation.

PART 4 - HIGH DENSITY POLYETHYLENE PIPE STORM SEWERS**4.01 SCOPE**

This specification covers high density polyethylene pipe and fittings, which shall be furnished and installed complete with coupling bands and other necessary appurtenances for sewers and culverts.

4.02 USES

Where "CMP" is called for or allowed on the plans, high density polyethylene (HDPE) pipe, as specified herein, may be used.

4.03 MATERIALS

- A. High Density Polyethylene (HDPE) pipe shall be in accordance AASHTO M 294, Standard Specification for corrugated Polyethylene Pipe, 12" to 36" diameter and ASTM D3350, Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
- B. Pipe classification shall be Type S.
- C. Couplings, fittings and flared end sections shall be in accordance with AASHTO M 294.
- D. Identification

All pipe shall be marked in accordance with AASHTO M 294.

4.04 LAYING PIPE

- A. High density polyethylene (HDPE) pipe shall be assembled and installed in accordance with manufacturer's instructions and in conformance with ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and other Gravity-Flow Applications.
- B. Pipe shall be protected from lateral displacement by means of pipe embedment materials installed as provided in the trench backfill specification and the flexible Pipe Bedding Detail shown in the plans. No pipe shall be laid in water and no pipe shall be laid in unsuitable weather or trench conditions.
- C. When jointed in the trench, the pipe shall form a true and smooth line. Pipe shall not be trimmed except for closure, and pipe not making a good fit shall be removed.
- D. Unless otherwise approved by the Engineer, the laying of pipe shall be begun at the lowest point and the pipe shall be installed so that the outside laps of circumferential joints point up stream and with longitudinal laps on the sides.

END OF SECTION

1.01 GENERAL

This section covers structures appurtenant to the storm sewer system. These structures include inlets, manholes, and junction boxes.

2.01 EARTHWORK

All earthwork shall conform to the requirements stipulated in Section 2200.

Excavations for structures in improved areas shall be held to the smallest practical dimensions. No increase in payment for street or lawn repair will be made to allow for areas disturbed by such excavations.

3.01 CONCRETE CONSTRUCTION

Concrete construction shall be in accordance with Section 3300.

Inlet tops shall have light broom finish.

Curb transitions shall have broom finish. Contraction joints shall be cut where shown. Cut each 1 1/2 inches deep and finish with joint tool.

3.02 PRECAST INLETS AND JUNCTION BOXES

1. Precast concrete inlets and junction boxes shall be constructed in all respects, in accordance with the Plans and Specifications, except as provided in the following items of this subparagraph. The use of precast structures will not relieve the Contractor of the responsibility to make any adjustments to the structures found to be necessary because of field utility conflicts or other field conditions. Modification of precast structures, if allowed by the Engineer, or substitution of an approved structure to meet field conditions shall be entirely at the Contractor's expense.
2. All applicable requirements of ASTM C-478 shall apply to the manufacture of precast concrete manholes.
3. The manufacturer of precast concrete inlets and junction boxes shall submit detailed drawings and specifications, for the construction of the basic precast units and appurtenances to the Engineer, for prior approval. A shop drawing for each manhole showing dimensions, elevations and openings, shall be submitted to the Engineer for approval prior to manufacturing of the units. The Contractor shall verify all top of inlet and manhole elevations prior to construction of the inlets.

4. Where dividing walls are used or where multiple precast units are used, the total net length of opening shall equal the length of inlet specified on the project plans. Intermediate wall openings shall be large enough so as to not cause hydraulic head loss. Location and number of manhole openings, as well as openings in walls between multiple units or in dividing walls, shall be as required to promote easy access to all parts of the inlet, subject to the Engineer's approval.
5. The walls of the entire structure shall be set in place on concrete blocks prior to pouring concrete base slab. The base slab shall be reinforced in accordance with the project plans, and the bottom of the base slab shall be at least the distance below bottom of precast walls that is shown on the project plans. The entire base slab shall be poured monolithic and shall be brought up to a level of at least six (6) inches above bottom of precast walls.
6. Mastic pipe joint compound shall be used in horizontal joints and where walls of multiple sections join, in order to form a reasonably watertight structure.
7. Where top slabs of multiple sections join, the joint shall be sealed with General Electric single component silicone, gray color, strictly in accordance with the manufacturer's recommendations.
8. Top slabs cast separately from manhole walls shall be anchored against lateral movement, with respect to walls, by steel dowels extending from the walls through holes in the slabs. The top slabs shall be set accurately to line, grade and slope and grouted securely in place.
9. Water service lines in conflict with storm sewer construction shall be adjusted, as required, and approved by the Owner. No direct payment will be made for adjusting water service lines, complete and in place.

4.01 MASONRY CONSTRUCTION

1. Brick shall be clay or shale, ASTM Desig. C 62, Grade SW, or ASTM Desig. C 32, Grade MS.
2. Materials for Mortar:
 - a. Portland Cement Type I as per MCIB Section No. 4.
 - b. Hydrated Lime ASTM Desig. C 207, Type N.
 - c. Masonry Cement AASHTO Desig. M 150, Type II.
 - d. Sand. Same as Section No. 4 of the MCIB Specifications.
 - e. Water. Refer to Section No. 4 of the MCIB Specifications.
 - f. Iron Oxide for Expanding Grout. Embeco by Master Builders Co., or equal.

4.02 MORTAR OR PLASTER

Materials shall be in accordance with Part 4.01 of Section 02721.

The ingredients shall be proportioned as follows:

	<u>Weights</u>	<u>Parts by Volume</u>
Portland cement	94#	1
Hydrated lime	10#	0.15
Sand	200#	3

Masonry cement may be substituted for portland cement and hydrated lime, providing satisfactory results are obtained. Proportion by volume shall be one (1) part masonry cement to three (3) parts sand.

All the materials except water shall be mixed, either in a tight box or in an approved mortar mixer, until the mixture assumes a uniform color, after which the water shall be added and the mixing continued. Sufficient water shall be added to produce a mortar of such consistency that it can be handled easily and spread with a trowel. Mortar shall be mixed only in those quantities required for immediate use. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar will not be permitted.

Work involving mortar or plaster shall not be done in freezing weather and shall be protected from freezing for three days after construction.

4.03 EXPANDING MORTAR OR GROUT

Materials shall be in accordance with Part 4.01 of Section 02721. Proportion, mix and use in accordance with manufacturer's instructions.

4.04 BRICK

All brick shall be saturated with water before laying, and shall be damp, but free from surface water when laid. Construct sufficient header courses to tie brick masonry together.

All brick masonry shall be fully bedded in mortar. Head joints shall be fully mortared. Tool or wipe inside joints to neat, workmanlike appearance. Manhole steps shall be set and mortared securely as masonry is laid.

5.01 PRECAST CONCRETE MANHOLES

See Part 3.02 of this Section 02721.

6.01 INVERTS

Inverts shall be carefully constructed to maintain the proper velocities through the structure, and in no case shall the invert sections through the structure be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Use half circle template to check invert shape and size while building. Grade on the invert shall be such that no water pockets are formed. Side branches shall be connected with as large radius of curve as practicable.

Concrete filling between the sewer invert and walls of structure shall be flush with the top edges of the invert and shall slope up from the invert at the rate of 3 inches per foot.

Inverts shall be trowelled smooth and clean. Where water problems require, use quick setting cement to aid in construction of smooth inverts.

7.01 STEPS

When shown on plans, shall be solidly grouted in place with full mortar encasement.

8.01 WATER TIGHTNESS

All structures shall be constructed substantially water tight. All obvious leaks shall be repaired.

Curing seal, moist cure or shade shall be used, when required, to accomplish these results and to provide a watertight structure.

Masonry and mortar around pipe shall be carefully constructed to provide watertight connections.

9.01 SETTING TOP CASTINGS

Top castings for all structures with a concrete top slab shall be cast in the slab at the time of pouring.

Top castings for manholes shall be set in full mortar bed and to required elevation and slope.

Except when otherwise indicated or directed, set manhole tops as stated in the following paragraphs.

Top shall be set flush, and on same slope, with finished pavements or walks. In newly developed areas, set top to designed street surface.

In streets with stone or oiled surfacing, set tops so that they will remain exposed, but flush, when construction is completed.

In established lawns, set tops approximately 1 inch above normal grade and slope away from manhole at 1 on 10 slope.

10.01 MISCELLANEOUS

Steel Items. ASTM A7 or A36. Painting, as required, on plans.

Cast Iron Items. ASTM A 48, Class NO. 25, gray iron. Except for the buried portion of manhole steps, coat with coal tar pitch, 2 coats, at foundry. Castings shall fit together properly and be non-rocking under moving loads.

11.01 MEASUREMENT AND PAYMENT

- A. All costs associated for drainage structures shall be measured and paid for per each drainage structure completed and accepted.

END OF SECTION

1.01 REMOVAL AND RESETTING FENCE

- A. Wherever existing fences lie within the construction limits or wherever shown on the Plans, the Contractor shall remove and store the fencing during the construction of that portion of the project that is in conflict with the fence.
- B. The Contractor shall take care not to damage the fencing materials during this operation and shall be fully responsible for any damage to the fencing materials caused by his operations.
- C. Any damaged material shall be replaced by the Contractor and at his sole expense with new material equal to that from which the fence was constructed.
- D. The fence shall be reconstructed in accordance with best accepted fencing practices. All posts shall be cleaned of existing concrete and reset in concrete.
- E. Prior to removing any fence the Contractor shall contact the property owners involved so that they may take necessary steps to confine any animals or children normally kept within the fence.
- F. It may be necessary for the Contractor to erect temporary fencing during the period between the actual construction and the resetting of the permanent fence. Wherever this is necessary so that the property owner can retain normal use of his yard, the Contractor shall provide and erect such temporary fencing at no cost to the Owner.

2.01 TEMPORARY FENCING

- A. Wherever permanent fencing that is used to contain small children or animals must be removed to accommodate construction, the Contractor shall erect temporary fencing suitable to perform the function of the permanent fence until the permanent fence can be restored.
- B. The construction of the temporary fencing shall be coordinated with the property owner to cause as little inconvenience as possible. In no case shall such areas be left unfenced over a weekend or for more than one weekday.
- C. At the Contractor's option, materials from the existing fence may be used for the temporary fencing. However, the Contractor will be fully responsible for restoring the permanent fence in condition at least equal to that prior to construction.
- D. Temporary fencing will be subsidiary to the other items of construction.

3.01 PAYMENT

- A. All work, equipment, and material required removing, salvaging, and reconstruct fences in conflict with construction of the improvements shall be subsidiary to the other items of construction.

END OF SECTION

1.01 GENERAL:

The work of this section shall consist of fertilizing, seeding and mulching. All areas disturbed by the work, and not to be paved, shall be seeded.

2.01 FERTILIZER, SEED, AND MULCH:

All materials and work shall conform to Section 2401, APWA Specifications except as amended herein.

- A. Fertilizer shall be in accordance with Section 2401.2.C of the APWA Specifications.
- B. Fertilizer shall be applied in accordance with Section 2401.3.A of the APWA Specifications.
- C. All mulch shall be vegetative type.
- D. Seed shall be Type A.
- E. Hydraulic seeding and fertilizing may be used in lieu of mechanical applications provided they are applied separately and incorporated into the soil as specified in Section 2401, APWA Specification.
- F. Seed shall be applied at 2 times the rate shown in APWA Section 2401.3.C.
- G. An established grass cover shall be provided on all areas requiring seeding prior to acceptance of this item.

3.01 MEASUREMENT AND PAYMENT OF SEED:

- A. Measurement shall be per lump sum.
- B. Payment for work required to fertilize, seed and mulch all disturbed areas, including furnishing all materials, labor and equipment, shall be paid for by the lump sum.

END OF SECTION

1.01 GENERAL

This specification covers all cast-in-place plain and reinforced concrete construction required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

1.02 GENERAL CONCRETE CONTROL AND QUALITY

- A. The current editions, as of date of opening bids for this Contract, of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. of Kansas City, Missouri, are hereby made a part of this specification and shall have the same effect as if repeated herein. Said Bulletin and Specifications will be hereinafter referred to as "MCIB". The Contractor shall obtain sufficient copies of same to furnish them to his superintendents, pertinent sub-contractors and concrete and material suppliers.
- B. When the provisions of the specifications or plans for this Contract differ from MCIB, the provisions of these specifications and plans shall govern.

2.01 MATERIALS

Materials shall conform to the requirements of the Kansas City Metropolitan Materials Board (KCMMB).

- A. Cement. Cementitious materials shall meet the requirements of the KCMMB.
- B. Fine Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- C. Coarse Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- D. Mixing water. MCIB Section No. 4.
- E. Air-Entraining Agent. Air-entraining agents used to produce specified amounts of air entrainment shall be neutralized Vinsol Resin, Darex AEA, Protex AEA or an approved equal conforming to the applicable requirements of ASTM Designation C260 and MCIB Bulletin No 20.
- F. Admixtures - Fibrous Concrete Reinforcements. 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion/contraction, reduction of permeability, increased impact capacity, shatter resistance, abrasion resistance, and added toughness. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3 and ASTM C-1116 Performance Level I outlined in Section 21 Note 17.

Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA 37416 (or approved equal). There will be no direct pay for fibrous concrete reinforcements.

G. Reinforcing Steel.

1. General: All reinforcing steel shall be deformed bars and shall comply with ASTM Designation A615, Grade 40 or 60. Applicable portions of MCIB Bulletin No. 12, "Reinforcing Steel-Handling and Placing," shall also be observed.
2. Bar Supports: All bolsters and chairs shall be in accordance with ACI Standard 513, and those used in the underside of the top slabs shall be pre-galvanized. On sub-grade, support on continuous chairs or on concrete brick or hard burned clay brick, at Contractor's option.
3. Fabrication: Fabrication of reinforcing steel shall be in accordance with ACI Standard 315. Requirements for laps, spacing, edge distance, length and bending of bars are given on the Plans. Reinforcing steel shall be protected from damage at all times. The bars shall be firmly tied at the alternate crossings, or closer. The steel shall be tied in correct position, positively secured against displacement, and inspected before any concrete is placed. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Bars at the top of lifts shall be held securely in correct position by means of approved metal bar supports. Before any concrete is placed, any dried mortar, loose rust or mud shall be cleaned from the reinforcing steel.

H. Welded Wire Fabric. ASTM Designation A-185.

I. Expansion Joint Filler. AASHTO M213.

2.02 READY MIXED CONCRETE

- A. Ready mixed concrete, in accordance with ASTM Designation C-94, shall be used unless otherwise authorized by the Engineer. Any concrete which is not plastic and workable when placed on the subgrade or in the forms shall be rejected.
- B. Concrete shall be completely placed in the forms within one hour after the truck leaves the ready mix plant or after water is added to the mix, whichever occurs first.

2.03 CONCRETE MIX

- A. Class KCMMB-4K Concrete Construction All concrete used in construction of curbs and gutters, retaining walls, culvert aprons, inlets, junction boxes, yard inlets, manholes, ditch liners, sidewalks, and integral sidewalk retaining walls shall be classified as Class KCMMB-4K unless otherwise stated in the plans. For curb and gutter use added fibers.

3.01 CONCRETE INSPECTION

- A. MCIB Bulletin No. 6 shall apply.

- B. Under Item 1 (a) of Bulletin No. 6, the word "Inspector" shall also mean "Construction Representative" or "Engineer."
- C. The Owner will pay for laboratory tests in accordance with Item 4(a) of said Bulletin No. 6.
- D. Under Item 7(e) of said Bulletin No. 6, the laboratory shall also report test results to the Owner.

3.02 CURING CONCRETE

Maintain continuously for 5 days after placing:

- A. Concrete temperature at least 50° F. and not over 100° F.
- B. Concrete Moisture:
 - 1. Walls & Structures - Cover with 6 mil polyethylene film and leave forms on 5 days, except as required for rubbing. Polyethylene membrane 4 mil thick; lap joints 6". Hold down with 1 x 4 at laps and at 6 foot centers. Membrane to be translucent or white in hot weather; black in cold weather.
 - 2. Slabs - Spray approved membrane - 1 gallon to 200 square feet.
 - 3. Pavement, Walks, -
Channels, and
other Approved
Structures

3.03 COLD WEATHER REQUIREMENTS

- A. MCIB Section 10 as amended herein shall apply.
- B. Item 1(e). No calcium chloride or other admixture shall be added to the concrete without approval of the Engineer.
- C. All coverings and heating equipment shall be on hand prior to beginning placement of the concrete.

3.04 HOT WEATHER REQUIREMENTS

MCIB Section 11 shall apply.

4.01 FORMS - WALL

- A. Forms shall be constructed from surface finished plywood and 2 x 4 studs or approved manufactured forming system. All form material shall be in first class condition and with mortar tight joints. Provide cleanouts at bottom and remove debris.

- B. Forms shall be erected true and rigid with adequate bracing to insure alignment. Provide chamfer for all exposed corners.

4.02 CONCRETE FINISH

- A. All concrete shall be finished monolithically. No "topping" or "plastering". Walls exposed to view shall be rubbed to produce uniform sandy texture without air voids, fins, form marks or offsets. Tops of all walls shall be hard trowel finish with chamfered corners.
- B. Pavement slab, slope paving, inlet tops, sidewalk, and exposed slabs of structures shall receive a light broom finish.

4.03 JOINTS

- A. Joints shall be constructed as shown on the Plans. Unless shown on the plans, joints shall not be constructed unless approved by the Engineer.
- B. All construction joints shall be made with canted 2 x 4 at least 2 inches from wall face. All construction joint contact surfaces shall be finished with wood float finish.
- C. Normal Grout
Furnish and install normal cement grout where called for on the plans. Mix to be 1 part sand to 2 parts cement by volume. Use minimum water required for workability.
- D. Expanding Grout
Proportion by weight 1 part normal Portland cement, 1 part sand and 1 part Ironite compound similar and equal to Embeco (Master Builders Co.). Thoroughly dry mix and add a minimum of water to a stiff consistency as limited by placing conditions. Firmly pack mortar into hole or joint and moist cure for three days.

5.01 LABORATORY TESTS

- A. Tests of concrete material and cylinders will be made at a laboratory approved by the Owner. Laboratory charges will be paid by the Owner.
- B. The Engineer shall prepare a set of three test cylinders from each significant pour or when directed by the Owner. The Contractor shall deliver the cylinders to the laboratory from a minimum of 24 hours to a maximum of 48 hours after the cylinders were prepared.
- C. Copies of all test reports shall be sent not later than two days after completion of tests to the following:
 - One copy to Owner
 - One copy to Contractor
 - One copy to Consulting Engineer.

5.02 CONCRETE EQUIPMENT AND PLACING

- A. MCIB Section 8 shall apply.
- B. The Contractor's attention is called to the size of concrete pours required. He shall have sufficient crews, vibrators and other equipment to properly handle same so that no cold joints will be created and that concrete surfaces will be kept "alive". The Engineer shall be advised in advance of the equipment to be used.
- C. Before delivery of concrete the Contractor shall have made all necessary preparations and shall have all necessary items on hand not only for proper placing but for covering, curing, heating, finishing, rubbing and/or as required to perform in accordance with the Plans and Specifications. Failure to be properly prepared may result in inability to perform properly and consequent rejection of the work.
- D. Any concrete damaged by the Contractor's equipment, or by other means during construction shall be replaced at the Contractor's expense.

5.03 CONCRETE TESTING

The following concrete testing shall be the responsibility of the Contractor. All testing shall be performed by a competent testing laboratory approved by the Owner. Payment for the testing during construction shall be by the Owner.

- 1. Prior to beginning construction a job mix shall be prepared and submitted to the Owner for his approval.
- 2. For each day's significant structure pour, the following tests shall be run:
 - a. Air content.
 - b. Slump.
 - c. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

5.04 MEASUREMENT AND PAYMENT

- A. No measurement will be made unless authorized changes of the plans result in additions or deductions in the work. If changes are made, adjustments will be made on the basis of the unit prices stated in the proposal or according to GC-23, whichever is appropriate as determined by the Engineer.

Final payment will be a lump sum based on the proposal quantities and unit prices or minus change orders as described above.

END OF SECTION

1.01 GENERAL

The work of this Article shall consist of furnishing and placing all metal work, including structural steel, but not including iron castings or reinforcing steel. Structural steel work shall include edge angle assemblies for area and curb inlets.

2.01 MATERIALS

- A. Structural Steel: ASTM A 36.
- B. Steel Tubing: ASTM A-501.
- C. Round Steel Pipe: ASTM A 120, standard weight.
- D. Bolts and Nuts: ASTM A 307.
 - 1. Where galvanized bolts are specified or required by the drawings, zinc plating shall conform to Type GS of ASTM B633.
- E. Expansion Anchors: Federal Specification FF-S-325, self-drilling type, Group III, type I.
- F. Flat Washers: ANSI B 27.2.
- G. Galvanizing: ASTM B6, A 123 and A 385 or A 153. Galvanizing shall be after fabrication, except for handrail. Handrail may be fabricated from galvanized tubing. Repair of weld areas shall be made as provided in Missouri Highway Specification Section 712.13. All sharp projections and burrs shall be carefully removed following galvanizing.
- H. Paint:
Shop applied coatings shall be:
 - 1. Rust inhibitive shop primer Tnemec "77 Chem-Prime" or for steel approved equal
 - 2. Finish coat Tnemec #2024 or approved equal

3.01 FABRICATION

Fabrication shall be in accordance with the latest editions of the AISC "Code of Standard Practice for Steel Bridges and Buildings" and "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". Welding shall be with A233 Class E70 series electrodes or by submerged arc welding Grade SAW-2. Grind smooth and even with surface prior to galvanizing.

4.01 INSTALLATION

- A. Set all structural steel, pipe, tubing and anchor bolts solidly in place to the position and grade as shown on the Plans. Where embedded in concrete, attach securely to forms prior to placing concrete.
- B. Anchor bolts shall be delivered in time to permit setting when structural concrete is placed. Anchor bolts for cast-in-place concrete shall be provided with sufficient threads to permit a nut to be installed on the concrete side of the concrete form or supporting template. Two nuts shall be furnished for each anchor bolt.

END OF SECTION

2015 STORM SEWER IMPROVEMENTS
ROE LANE AT GRANADA ST & 48TH ST
CITY OF ROELAND PARK, KANSAS

Sheet List Table	
Sheet Number	Sheet Title
1	TITLE SHEET
2	ROE LANE STORM SEWER
3	STANDARD DETAILS – SHEET 1
4	STANDARD DETAILS – SHEET 2

UTILITY NOTE:

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ELECTRIC KANSAS CITY POWER & LIGHT COMPANY
REAL ESTATE DEPARTMENT
4400 EAST FROM STREET
KANSAS CITY, MISSOURI 64141-9679
816.556.2200

ATTN: RANDY JAMISON
GAS KANSAS GAS SERVICE
11401 WEST 89TH STREET
OVERLAND PARK, KANSAS 66214
913.599.8953

ATTN: CHUCK McADAMS
GAS SOUTHERN STAR GAS PIPELINE
8195 COLE PARKWAY
SHAWNEE, KANSAS 66227
913.422.6301

ATTN: MIKE DEGRAEVE
WATER WATERONE
10747 RENNER BOULEVARD
LENEXA, KANSAS 66219-9624
913.895.5765

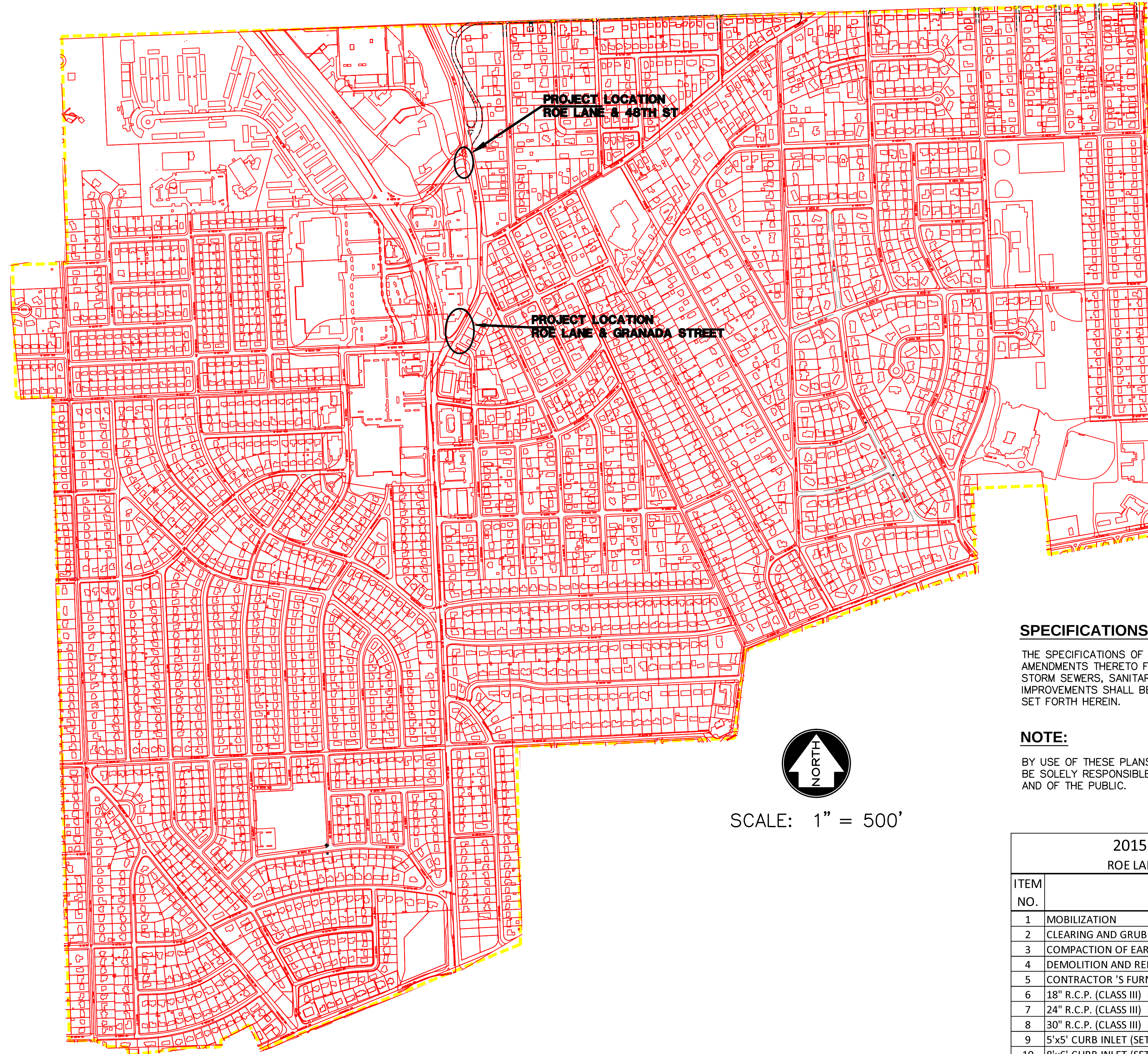
ATTN: DAVE FLIPSE
TELEPHONE SOUTHWESTERN BELL TELEPHONE
5400 FOXRIDGE
MISSION, KANSAS 66202
913.676.0378

ATTN: BILL COURTNEY
SEWER JOHNSON COUNTY WASTEWATER
11811 SOUTH SUNSET DRIVE, SUITE 2500
OLATHE, KANSAS 66061
913.715.8544

ATTN: DAN OTT
CABLE TIME WARNER CABLE
DESIGN & CONSTRUCTION
8221 WEST 119TH STREET
OVERLAND PARK, KANSAS 66213
913.643.1979

ATTN: GREG THOMAS

* DENOTES UTILITY COMPANY THAT IS NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE AND MUST BE CONTACTED DIRECTLY FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES.



PROJECT LOCATIONS:
ROE LANE AT 48TH STREET
ROE LANE AT GRANADA STREET

**STORM SEWERS
STREET CUT RESTORATION
SIDEWALK REPAIR
CURB & GUTTER REPAIR
SODDING**

**PREPARED & SUBMITTED BY
SHAFER, KLINE & WARREN, INC.
CONSULTING ENGINEERS
11250 CORPORATE AVENUE
LENEXA, KANSAS 66219**

ENGINEER

DATE _____

REVIEWED BY:
CITY OF ROELAND PARK

JOSE LEON
PUBLIC WORK DIRECTOR
CITY OF ROELAND PARK

DATE _____

SPECIFICATIONS:

THE SPECIFICATIONS OF THE CITY OF ROELAND PARK, KANSAS AND ALL AMENDMENTS THERETO FOR THE CONSTRUCTION OF ALL PUBLIC ROADS, STREETS, STORM SEWERS, SANITARY SEWERS, WATER LINES AND ANY OTHER PUBLIC IMPROVEMENTS SHALL BE THE SPECIFICATIONS FOR THESE PLANS AS THOUGH FULLY SET FORTH HEREIN.

NOTE:

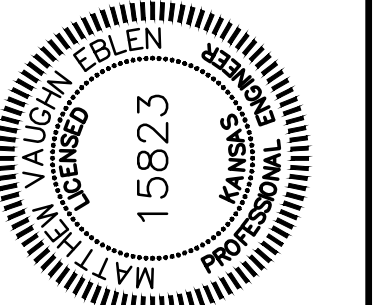
BY USE OF THESE PLANS THE CONTRACTOR AGREES THAT HE/SHE SHALL
BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS
AND OF THE PUBLIC.

2015 STORM SEWER IMPROVEMENTS			
ROE LANE AT GRANADA STREET AND 48TH STREET			
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY
1	MOBILIZATION	L.S.	1
2	CLEARING AND GRUBBING	L.S.	1
3	COMPACTION OF EARTHWORK (FILL)	C.Y.	7
4	DEMOLITION AND REMOVAL	L.S.	1
5	CONTRACTOR 'S FURNISH BORROW	C.Y.	7
6	18" R.C.P. (CLASS III) INCLUDES TRENCH & BACKFILL	L.F.	28
7	24" R.C.P. (CLASS III) INCLUDES TRENCH & BACKFILL	L.F.	175
8	30" R.C.P. (CLASS III) INCLUDES TRENCH & BACKFILL	L.F.	7
9	5'x5' CURB INLET (SETBACK)	EACH	1
10	8'x6' CURB INLET (SETBACK)	EACH	1
11	FLOWABLE FILL IN STORM SEWER PIPES AND STRUCTURES	L.S.	1
12	EXISTING LIGHT POLE REMOVAL AND REPLACEMENT	L.S.	1
13	CONCRETE SIDEWALK (4")	S.F.	800
14	EROSION CONTROL	L.F.	1
15	SODDING	S.Y.	165
16	TRAFFIC CONTROL	L.S.	1
17	CONTRACTOR CONSTRUCTION STAKING	L.S.	1
18	PROJECT SIGN	EACH	2

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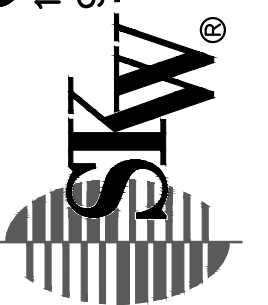
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Designed By: KLJ
 Drawn By: KLJ
 Checked By: MVE
 Issue Date: _____



SHAFFER, KLINE & WARREN, INC.
11250 Corporate Avenue, Lenexa, KS 66219-1392
913/888-7800 FAX: 913/888-7868

OFFICE LOCATIONS:	
Columbia, MO	Lenexa, KS
Houston, TX	Macon, MO
Okla, KS	North Kansas City, MO
Tulsa, OK	

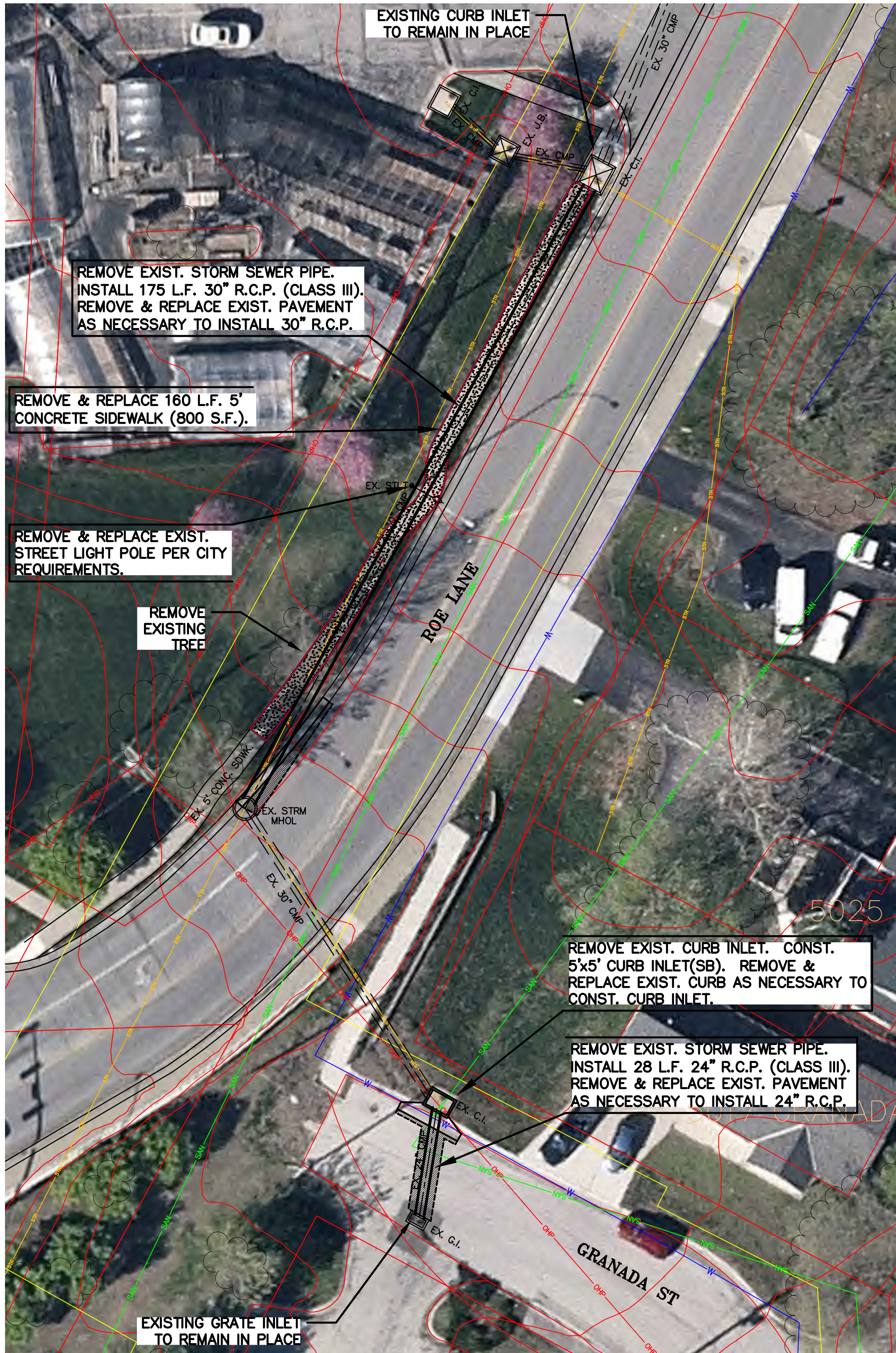


**2015 STORM SEWER IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS**

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SHEET NO.
OF 4

LAYOUT: 01	L:\130099-200\CAD\CIVIL\130099-200 PLN.DWG
XREF DWG1: NONE	BY: K. JOHNSON
XREF DWG2: NONE	DATE: 7/15/2015
XREF DWG3: NONE	
XREF DWG4: NONE	



ROE LANE @ GRANADA STREET

EXIST. AREA INLET TO BE ABANDONED IN PLACE AND FILL WITH FLOWABLE FILL. PLACE EARTH FILL TO FINISH GRADE AS SHOWN (90% COMPACTION).

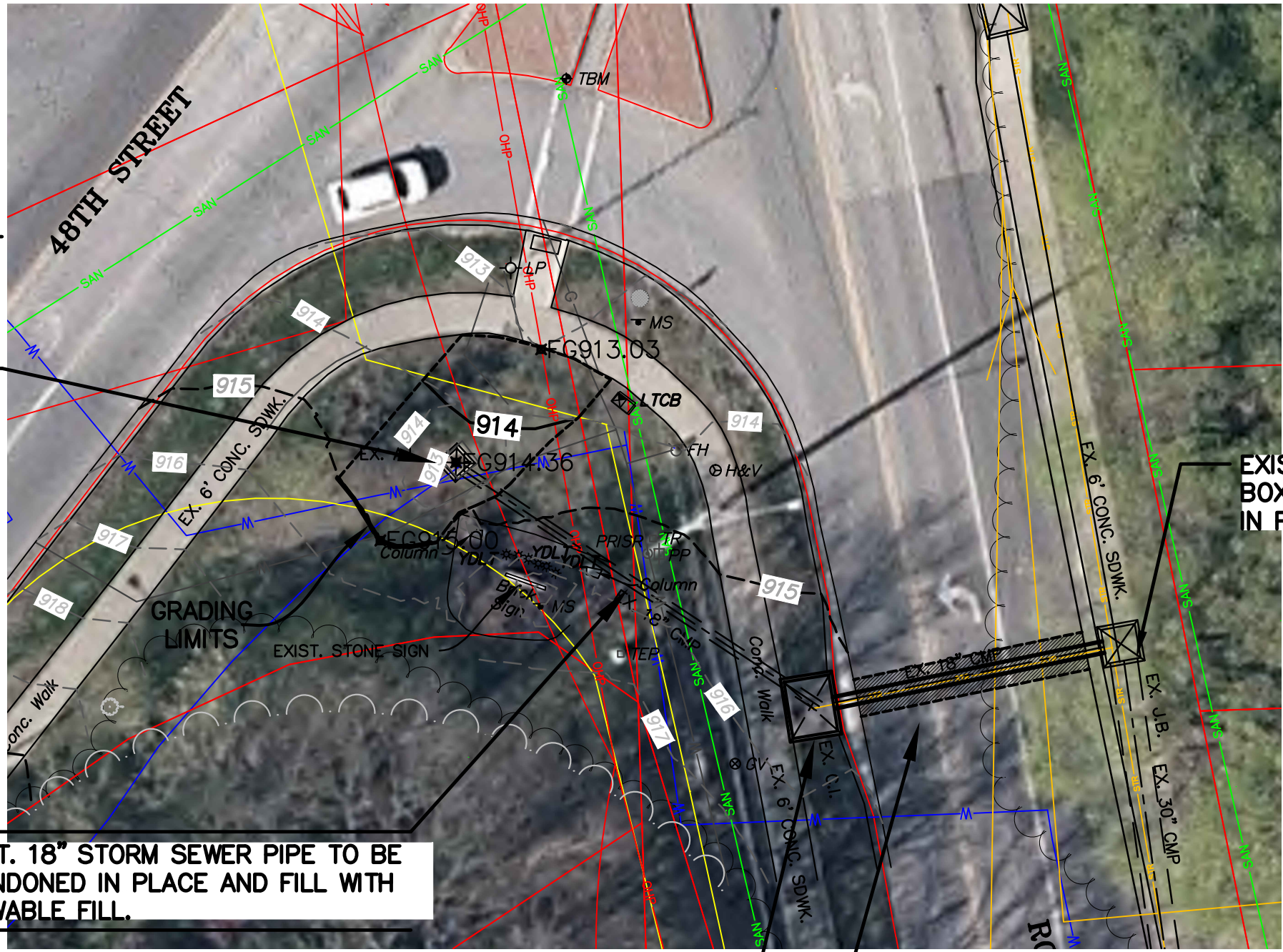
REMOVE EXIST. CURB INLET. CONST. 5'x5' CURB INLET(SB). REMOVE & REPLACE EXIST. CURB AS NECESSARY TO CONST. CURB INLET.

REMOVE EXIST. STORM SEWER PIPE. INSTALL 28 L.F. 24" R.C.P. (CLASS III). REMOVE & REPLACE EXIST. PAVEMENT AS NECESSARY TO INSTALL 24" R.C.P.



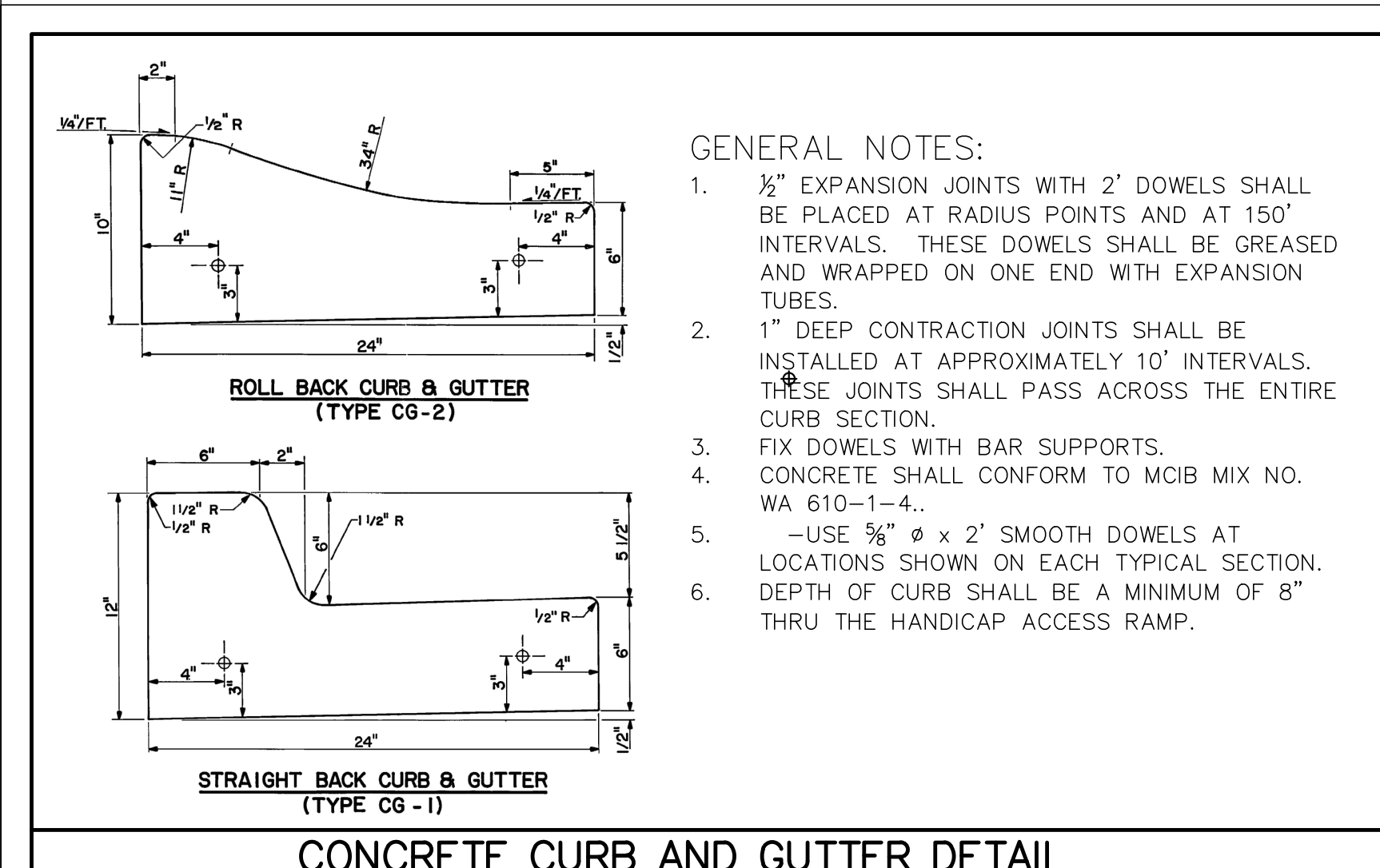
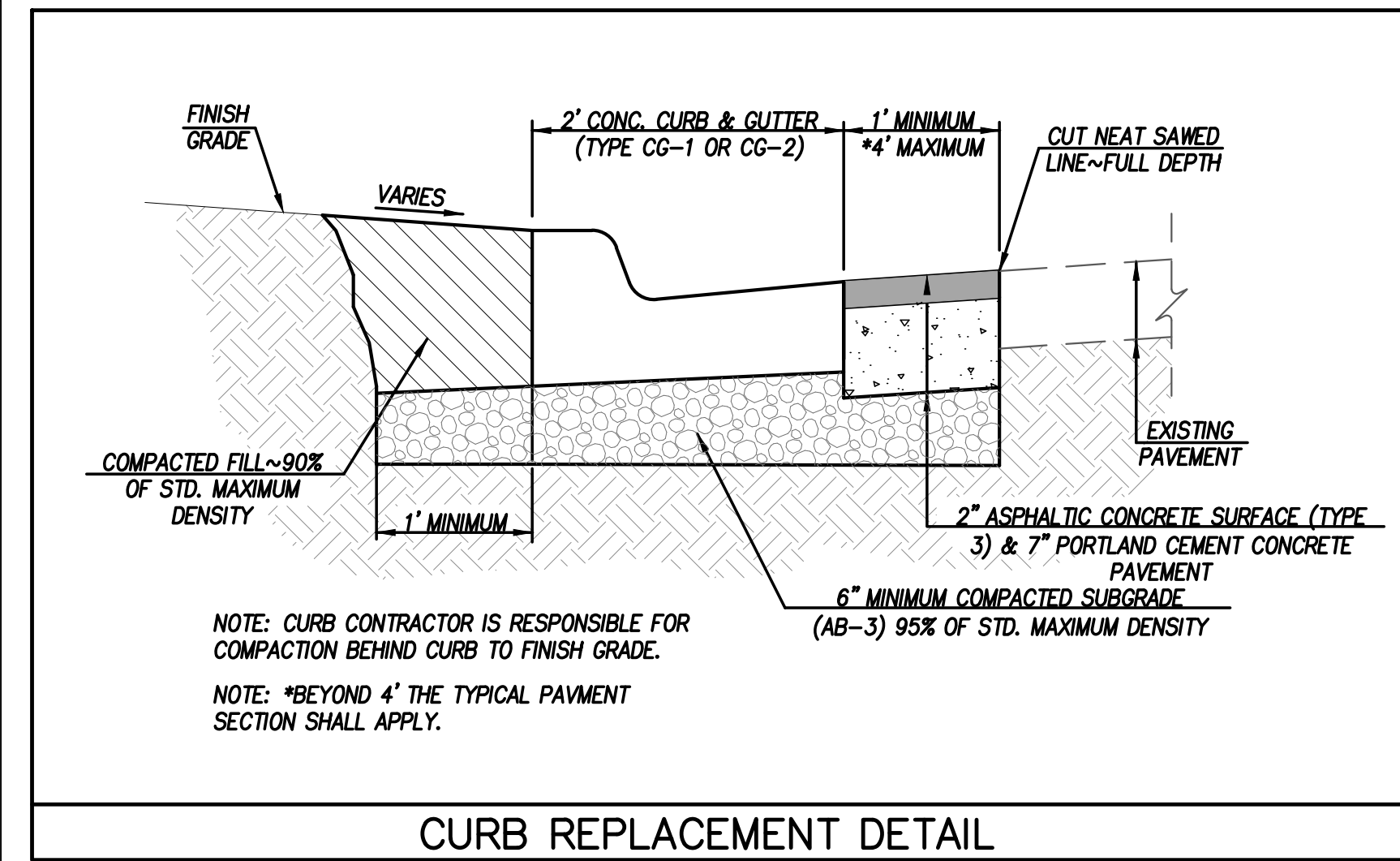
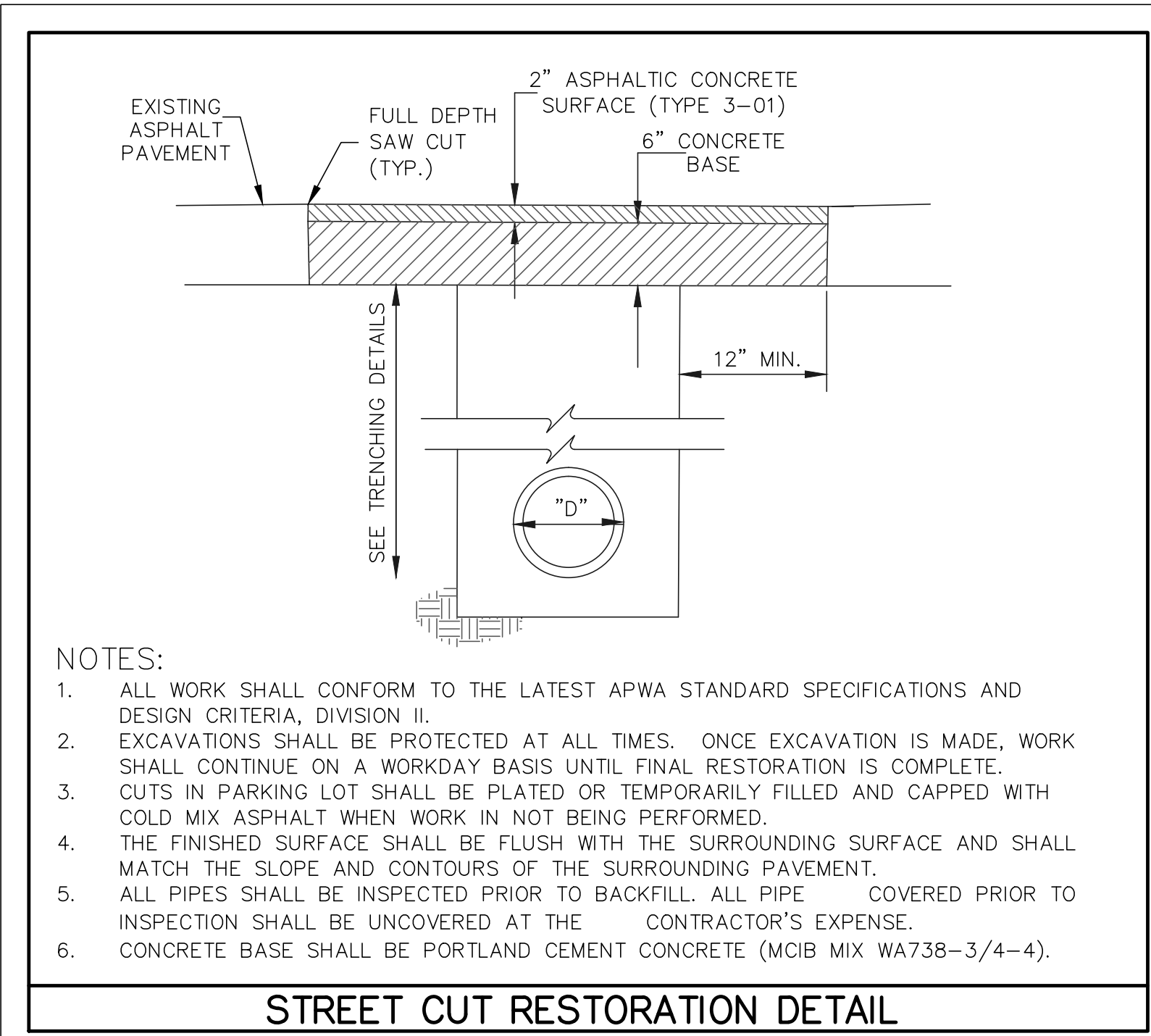
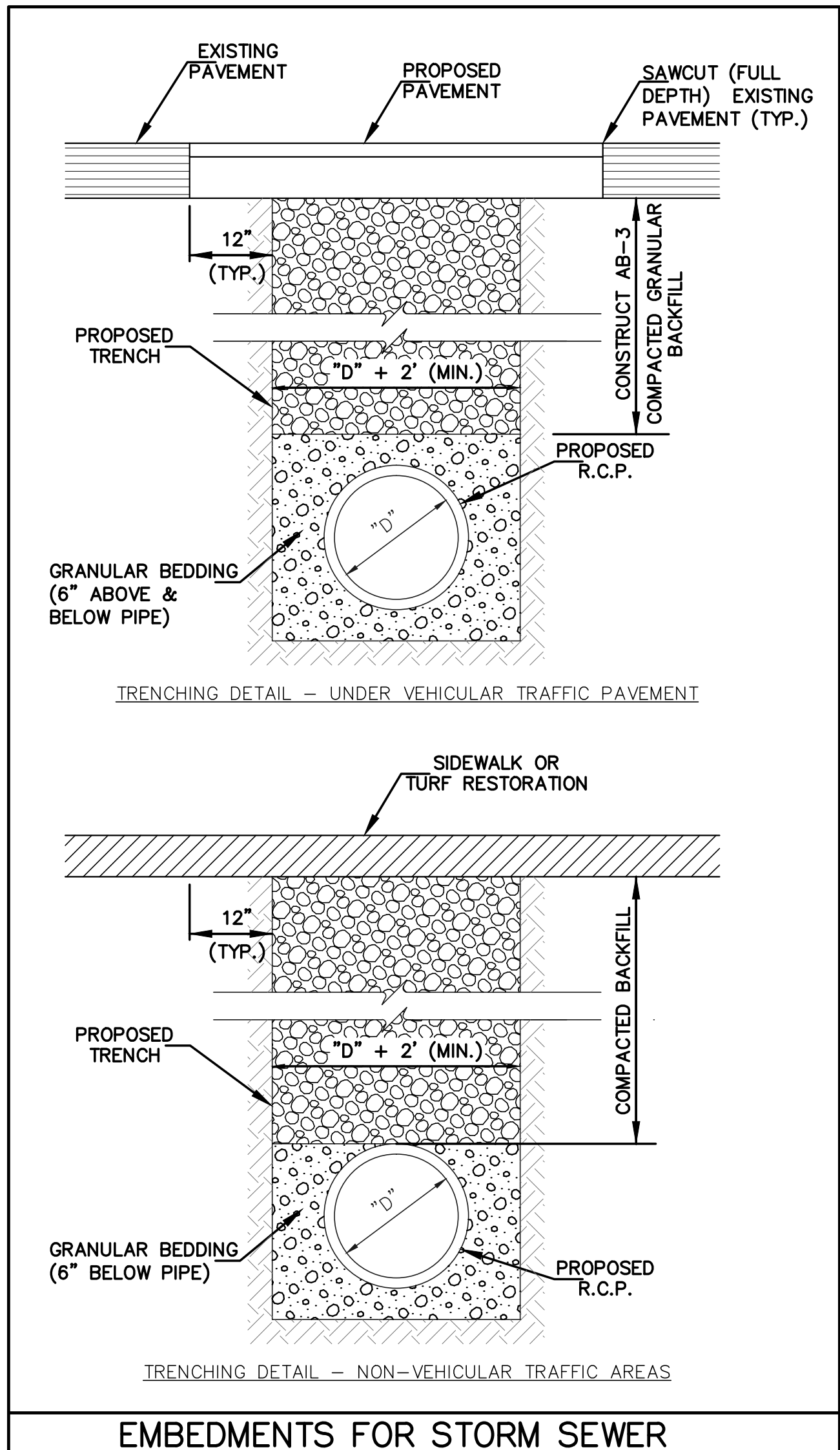
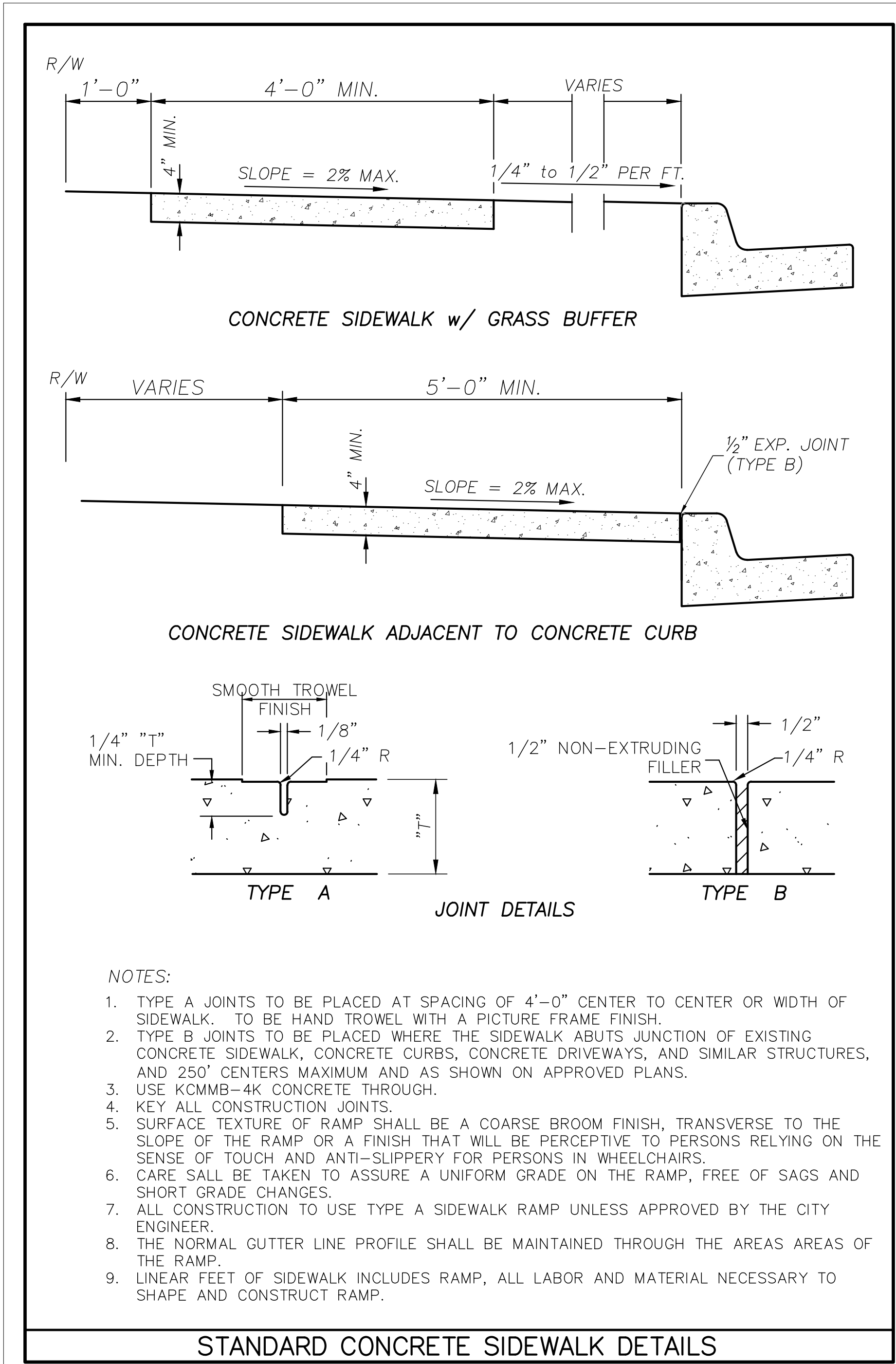
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NOTE:
ALL PAVEMENT REMOVAL CONTRACTOR SHALL PROVIDE NEAT SAWED LINE FULL DEPTH PRIOR TO REMOVAL. SEE CURB REPLACEMENT DETAIL AND STREET CUT RESTORATION DETAIL. TRENCHING DETAILS ARE SHOWN ON SHEET 3.

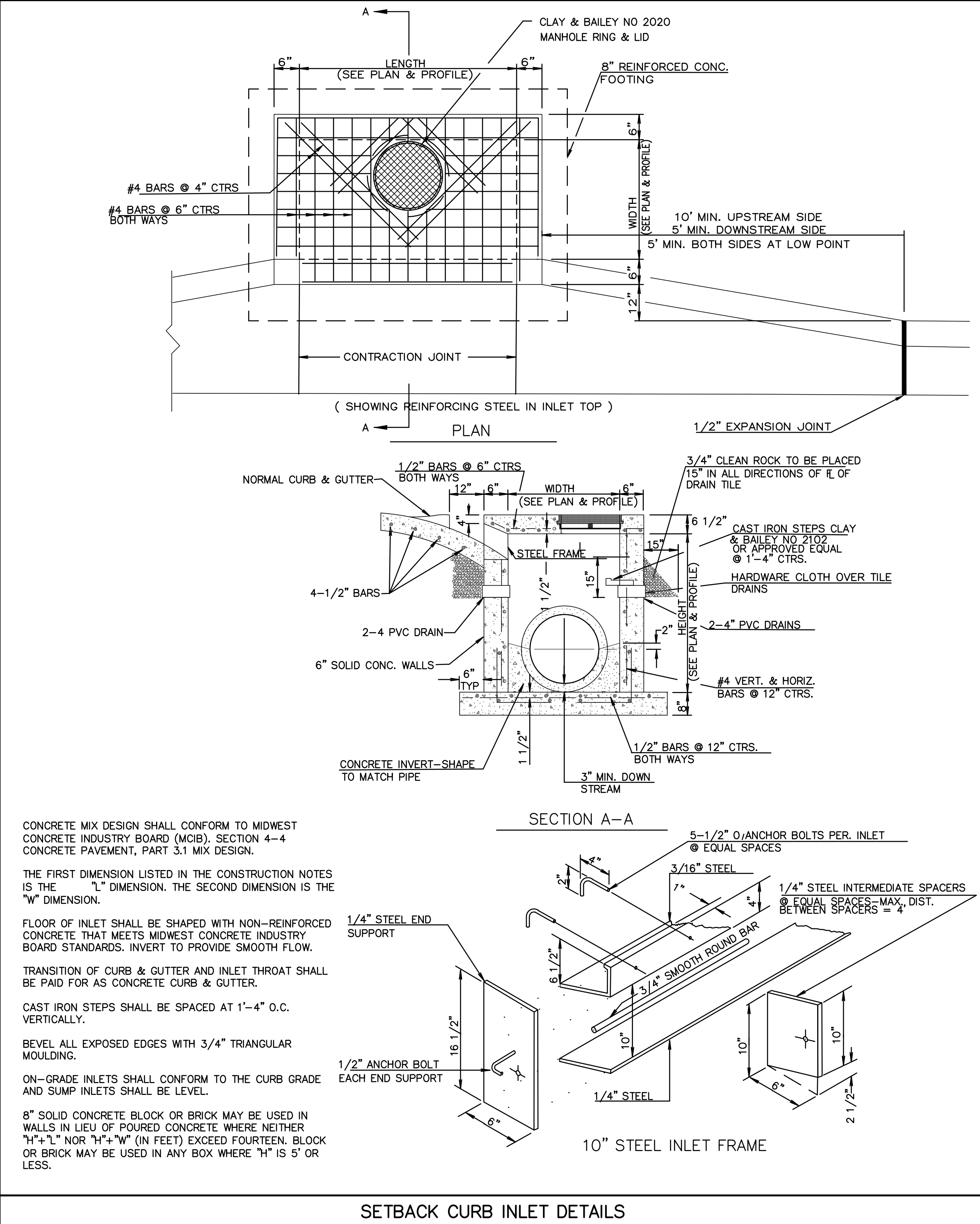


ROE LANE & 48TH STREET

2015 STORM SEWER IMPROVEMENTS CITY OF ROELAND PARK, KANSAS		SHAFER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868		Lenexa, KS Columbia, MO Houston, TX Tulsa, OK	
ROE LANE STORM SEWER		OFFICE LOCATIONS: COLUMBIA, MO HOUSTON, TX TULSA, OK		Lenexa, KS Columbia, MO Houston, TX Tulsa, OK	
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LAYOUT: 02	DATE: 7/14/2015
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE



Item Number: Consent Agenda- I.-E.

Committee 7/20/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 7/8/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **RFP 2015 Street Maintenance Phase I**
Item Type:

Recommendation:

To issue an RFP to provide construction services for the 2015 Street Maintenance Project Phase I located on Howe Drive, between 49th Street and 52nd Terrace which will be due back August 11, 2015.

Details:

SKW has completed the design of the 2015 Street Maintenance Project Phase I plans and we are ready to submit this project for RFP to obtain competitive bids to perform the work. The proposed schedule for procurement is as follows:

Release of RFP.....July 21, 2015
RFP Submission Deadline.....August 11, 2015
Council Selection of a vendor.....August 17, 2015

Work to be completed by October 15, 2015.

The Governing Body is not committing to this project by issuing the RFP. That decision point will be when a final contract is presented on August 17, 2015 Council Meeting.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: \$250,000
Line Item Code/Description: 5221.106	

Additional Information

ATTACHMENTS:

Description		Type
	2015 Street Maintenance Phase I Plans	Backup Material
	Project Manual	Cover Memo

STREET & SIDEWALK MAINTENANCE PROC
HOWE DRIVE & 56TH STREET

INDEX OF SHEETS	
Sheet Number	Sheet Title
1	TITLE SHEET
2	HOWE DRIVE AND 56TH STREET @ SHERWOOD DRIVE
3	TYPICAL SECTIONS & DETAILS

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LENEXA, KANSAS 66219-9624
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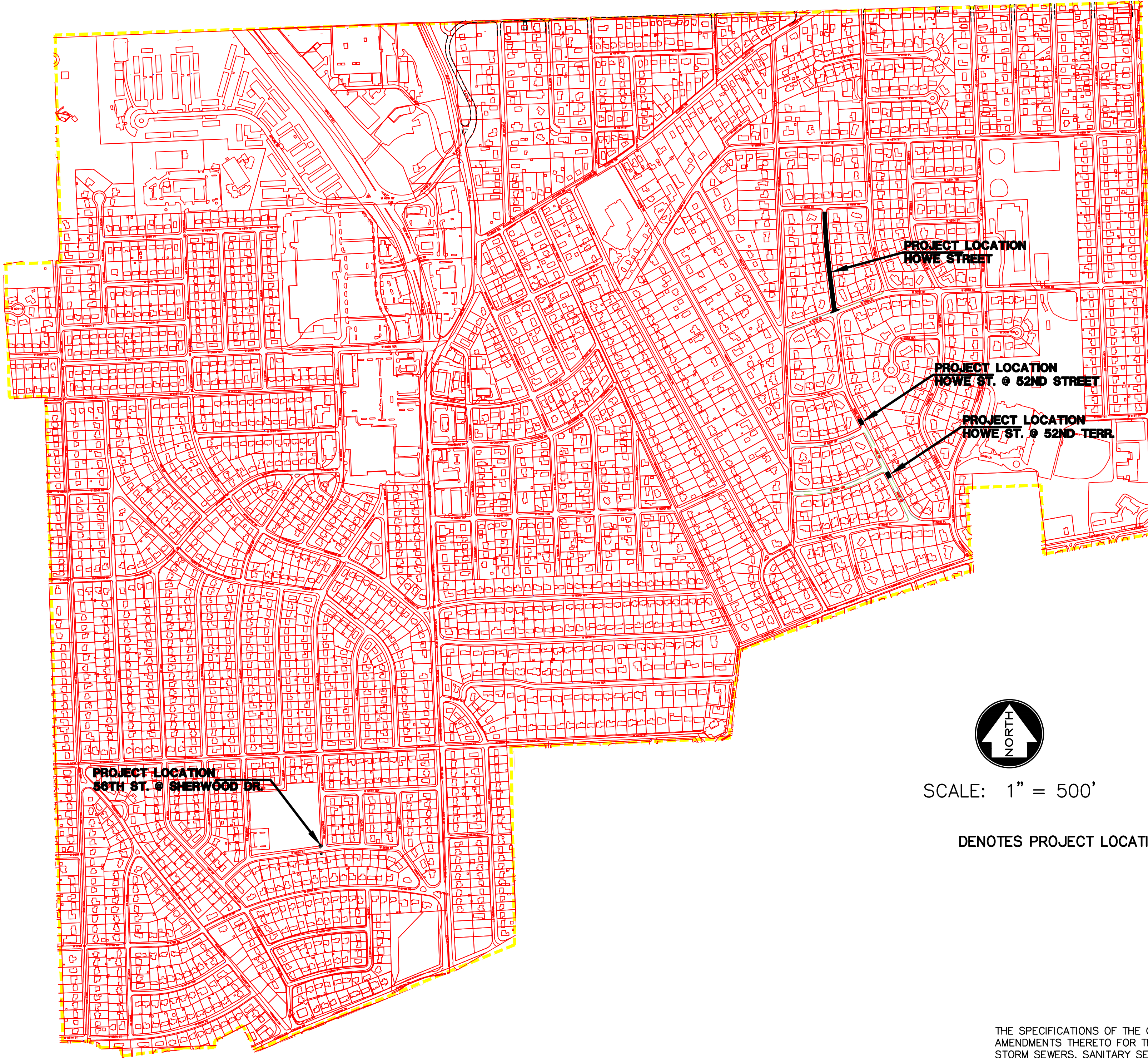
ATTN: BILL COURTNEY
SEWER JOHNSON COUNTY WASTEWATER
11811 SOUTH SUNSET DRIVE, SUITE 2500
OLATHE, KANSAS 66061
913.715.8544

ATTN: DAN OTT
CABLE TIME WARNER CABLE
DESIGN & CONSTRUCTION
8221 WEST 119TH STREET
OVERLAND PARK, KANSAS 66213
913.643.1979

ATTN: GREG THOMAS



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PROJECT LOCATIONS:
HOWE DRIVE: 49TH STREET - 50TH STREET
HOWE DRIVE & 52ND TERRACE
56TH STREET & SHERWOOD DRIVE

**ASPHALT (RECLAIMED)
COLD MILLING
OVERLAY SURFACING
SIDEWALK REPAIR
CURB & GUTTER REPAIR
TRAFFIC CONTROL
SODDING**

**PREPARED & SUBMITTED BY
SHAFFER, KLINE & WARREN, INC.
CONSULTING ENGINEERS
11250 CORPORATE AVENUE
LENEXA, KANSAS 66219**

ENGINEER

DATE _____

REVIEWED BY:
CITY OF ROELAND PARK

JOSE LEON
PUBLIC WORK DIRECTOR
CITY OF ROELAND PARK

DATE _____



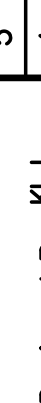
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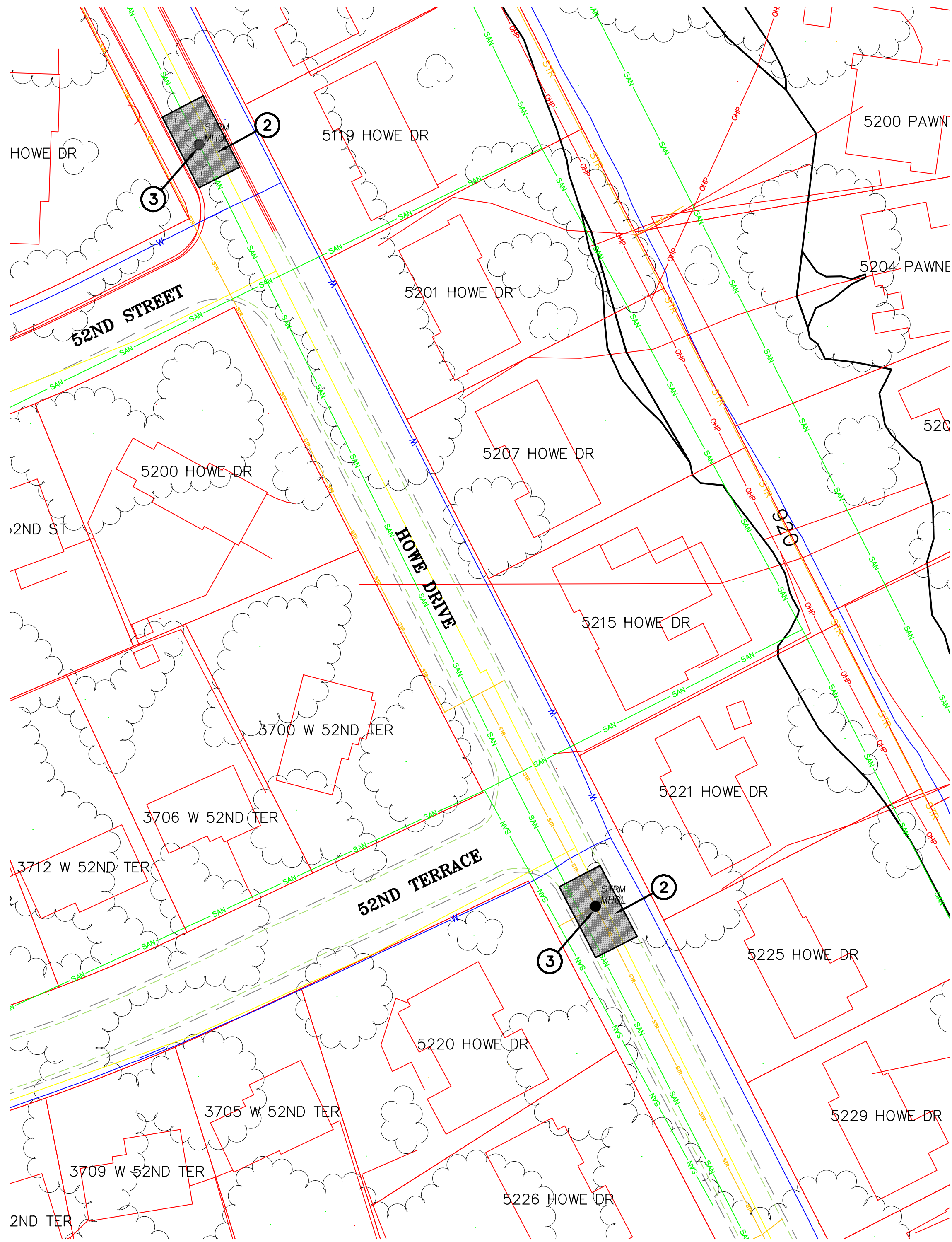
DENOTES PROJECT LOCATIONS

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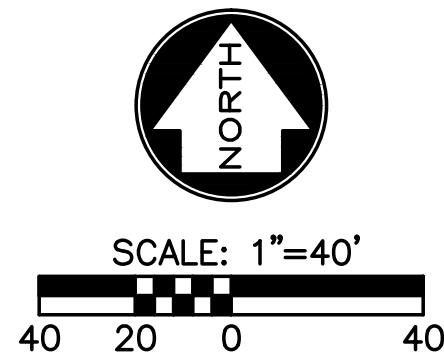
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AND OF THE PUBLIC.

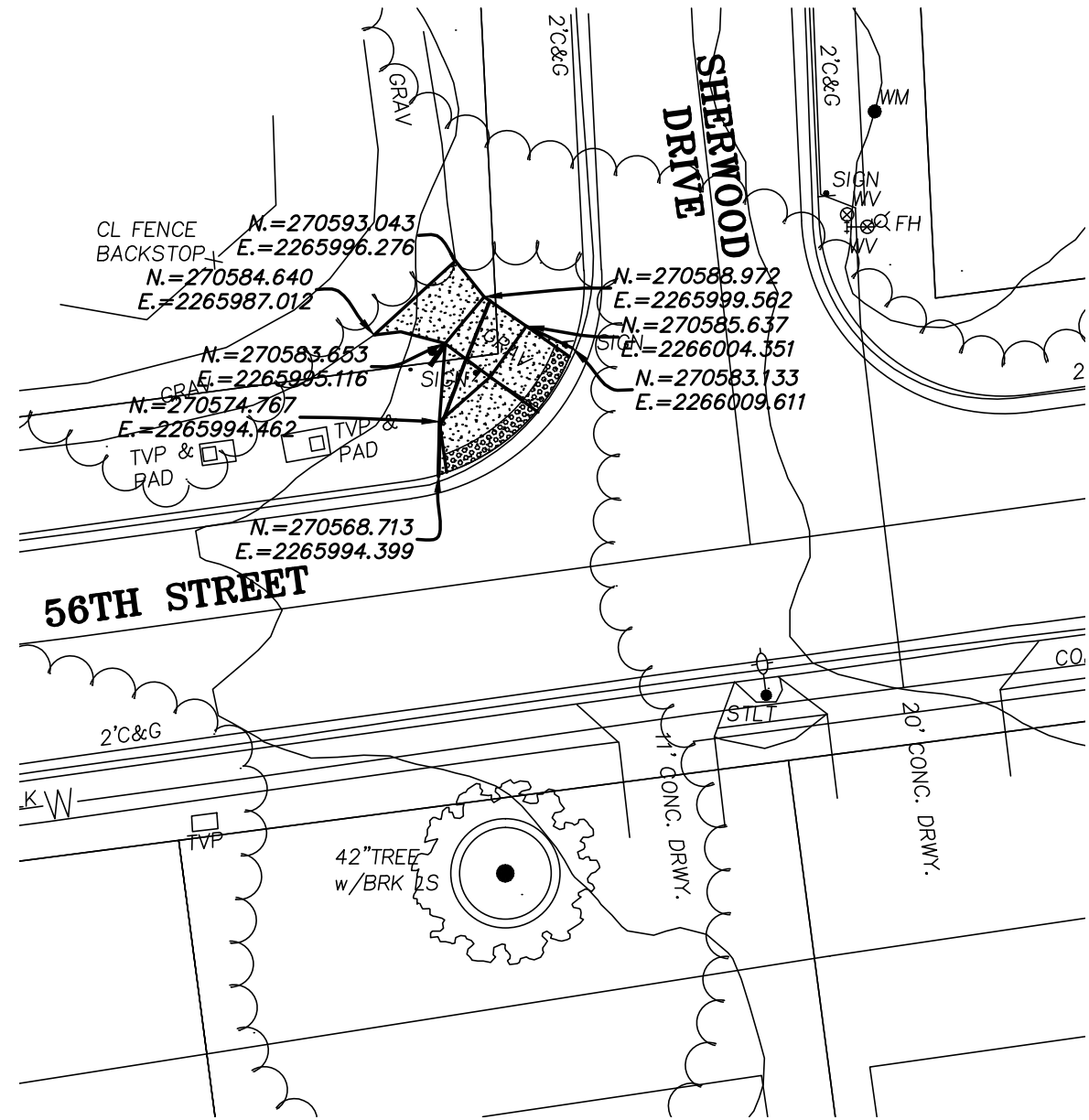
2015 STREET & SIDEWALK MAINTENANCE PROGRAM CITY OF ROELAND PARK, KANSAS		 SHAFER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1592 913/888-7800 FAX: 913/888-7868 OFFICE LOCATIONS: Lenexa, KS Macon, MO Columbia, MO Houston, TX Tulsa, OK North Kansas City, MO Iowa, KS			5		
TITLE SHEET			Designed By: KLJ Drawn By: KLJ Checked By: MVE	4			
130099-180 SHEET NO. 1 OF 3				3			
				2			
				1			
			NO. DATE REVISIONS			BY	
			Issue Date: 05-20-15			APPRO	
			COPYRIGHT © - 2015 -SHAFER, KLINE & WARREN INC.				



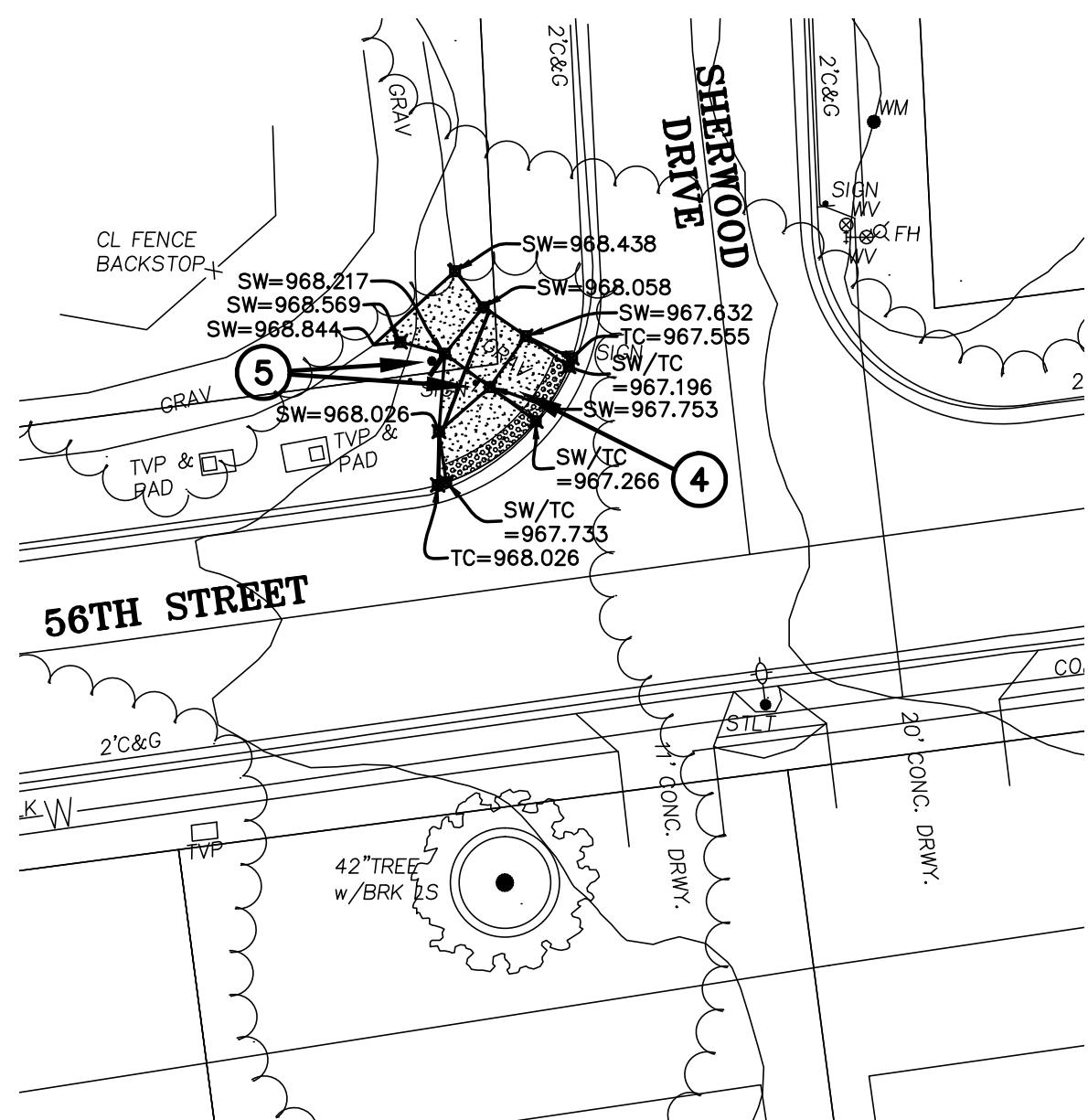
HOWE DRIVE @ 52ND STREET & 52ND TERRACE



- 2015 STREET MAINTENANCE LEGEND**
- DENOTES RECLAIMED ASPHALTIC CONCRETE PAVEMENT FULL DEPTH
 - DENOTES ADA RAMP TRUNCATED DOMES
- CONSTRUCTION NOTE:**
1. CONST. 2789 S.Y. RECLAIMED ASPHALTIC CONCRETE ROADWAY PAVEMENT.
 2. CONST. 104 S.Y. RECLAIMED ASPHALTIC CONCRETE ROADWAY PAVEMENT.
 3. ADJUST EXISTING STORM MANHOLE TO BE FLUSH w/ NEW PAVEMENT.
 4. CONST. 34 S.Y. ADA CONCRETE SIDEWALK RAMP – COMPLETE.
 5. RELOCATE EXISTING SIGN
 6. ALL NON-PAVED DISTURBED AREAS SHALL BE SEEDED w/ KENTUCKY 31 FESCUE (SEED CONSIDERED ACCEPTABLE WHEN 90% COVERAGE IS ATTAINED).

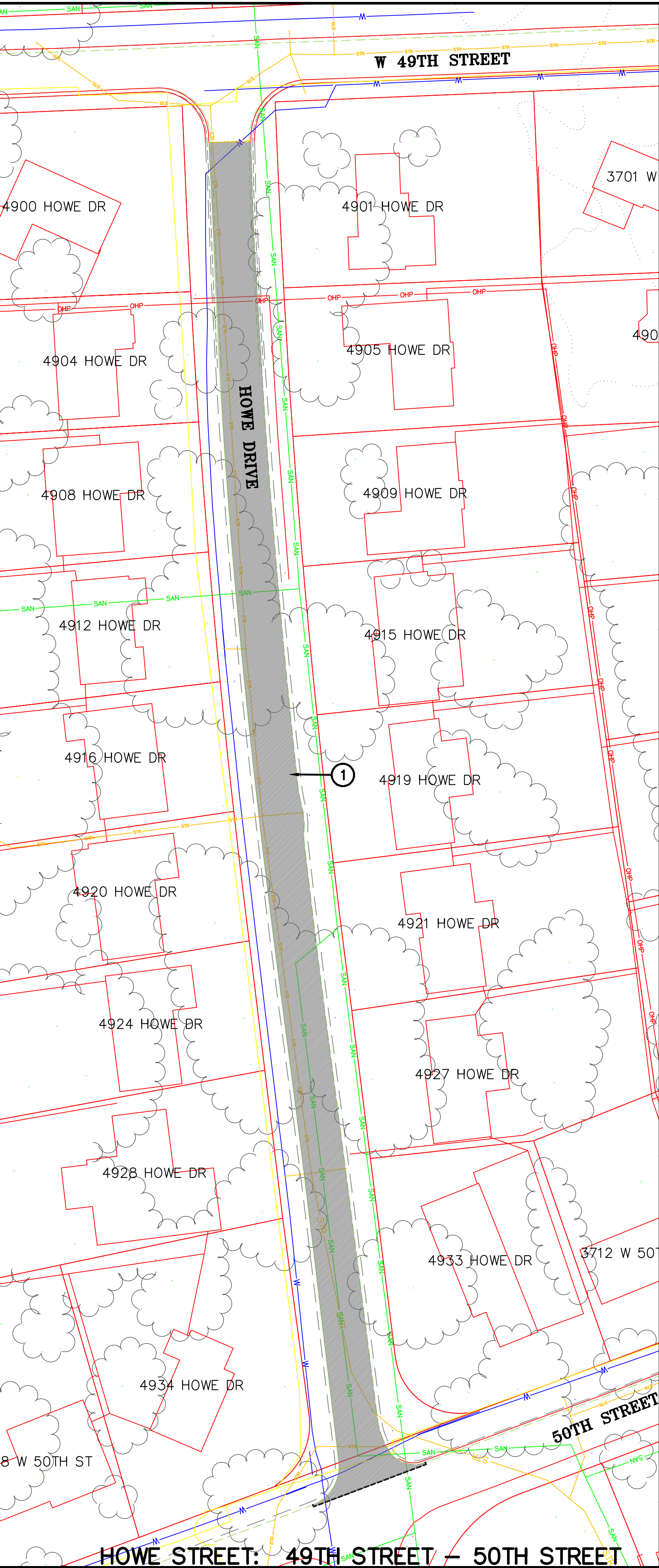
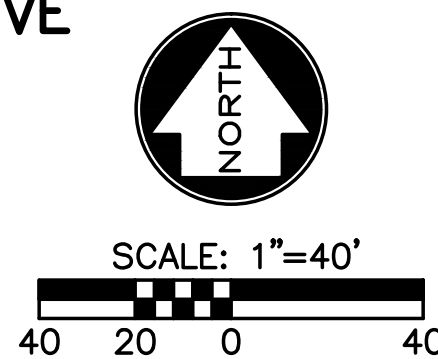
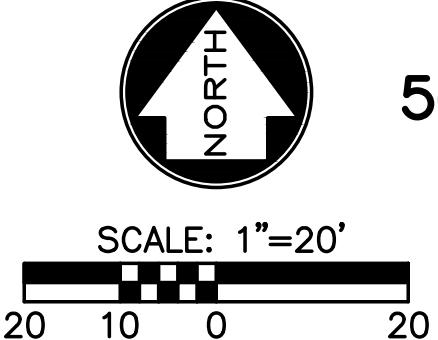


HORIZONTAL CONTROL COORDINATE PLAN



VERTICAL CONTROL ELEVATION PLAN

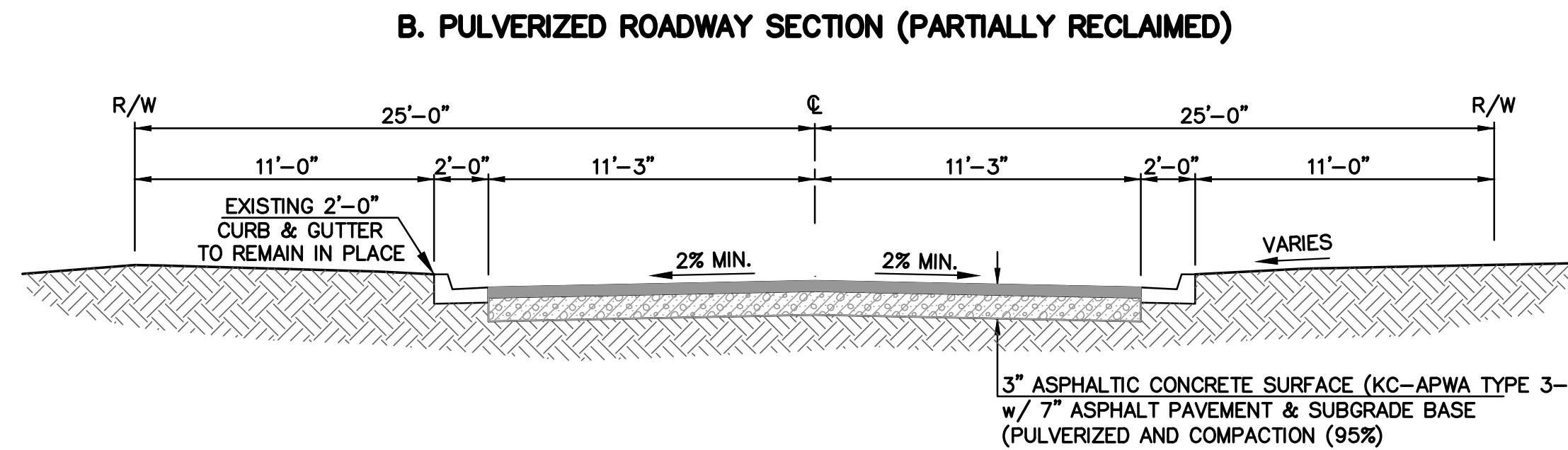
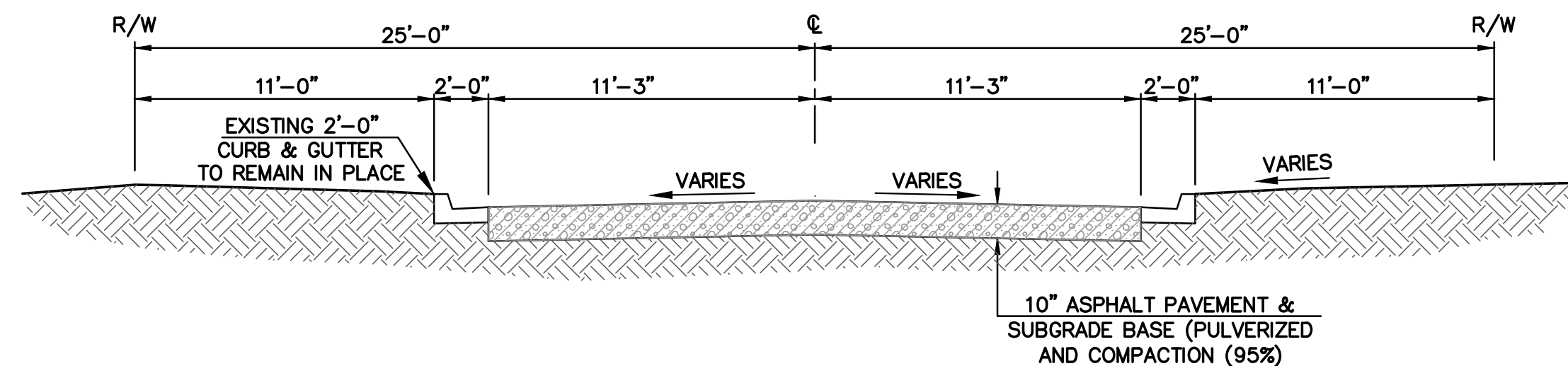
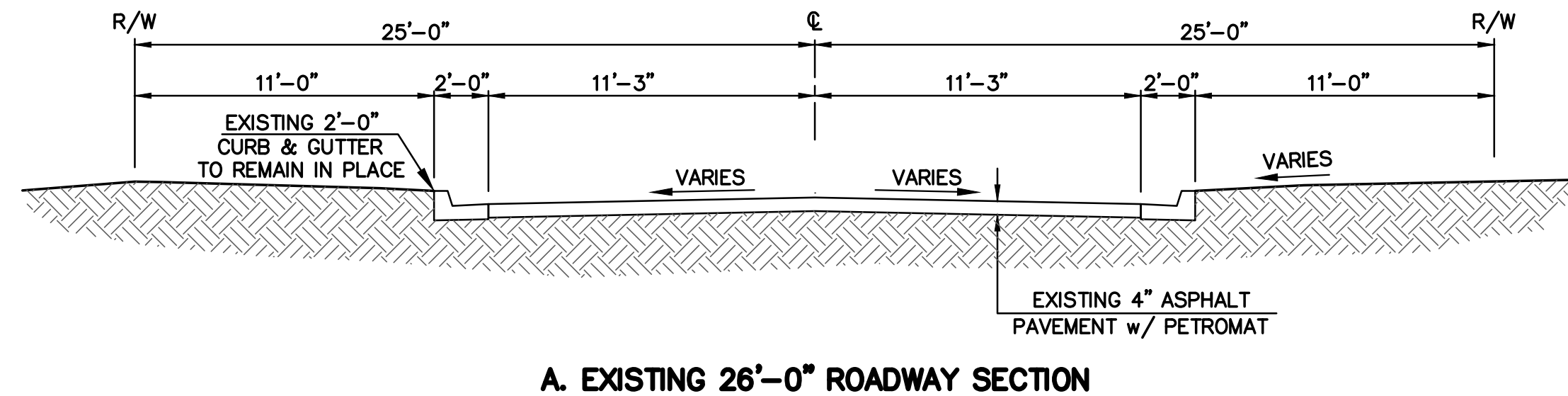
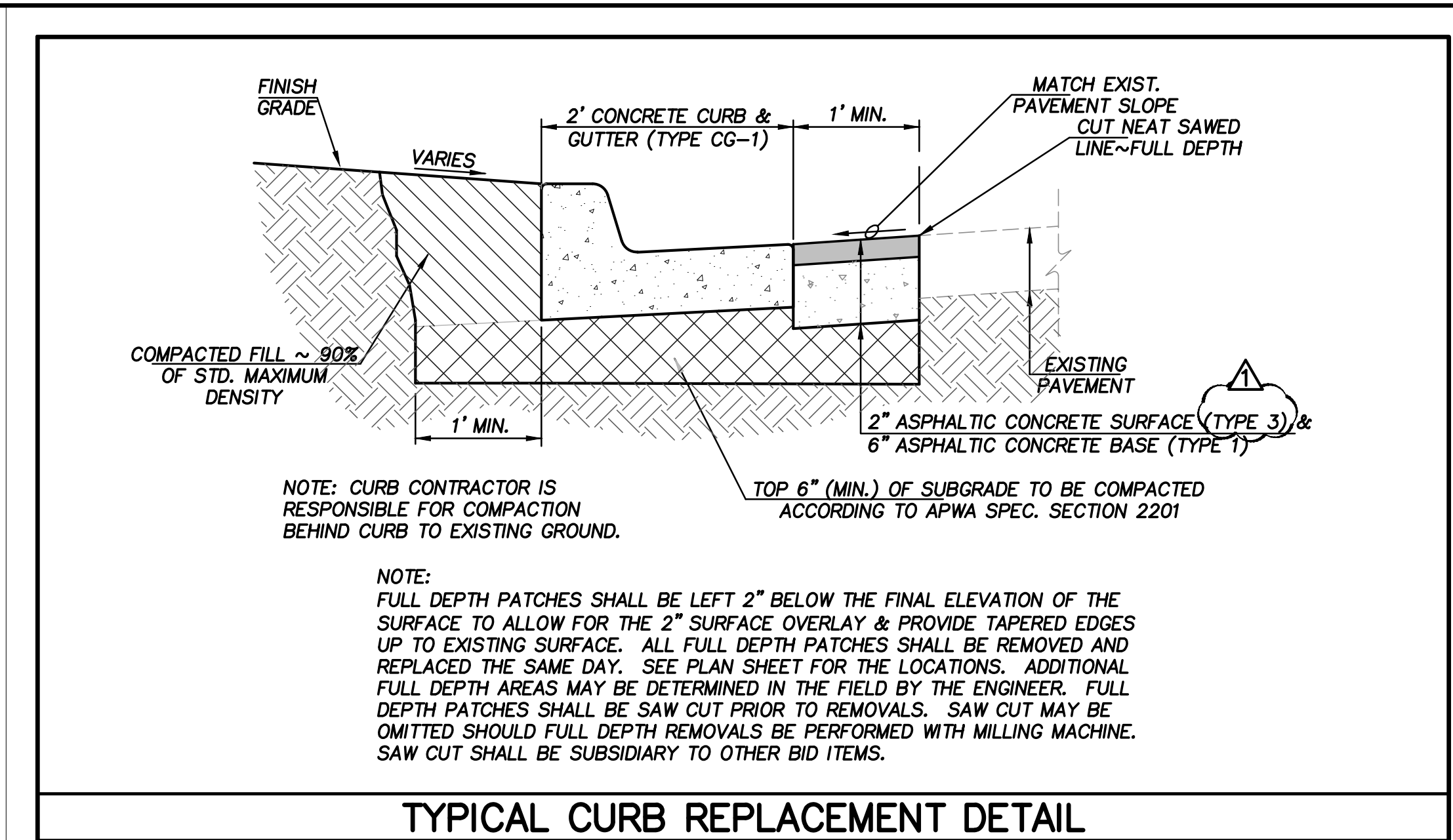
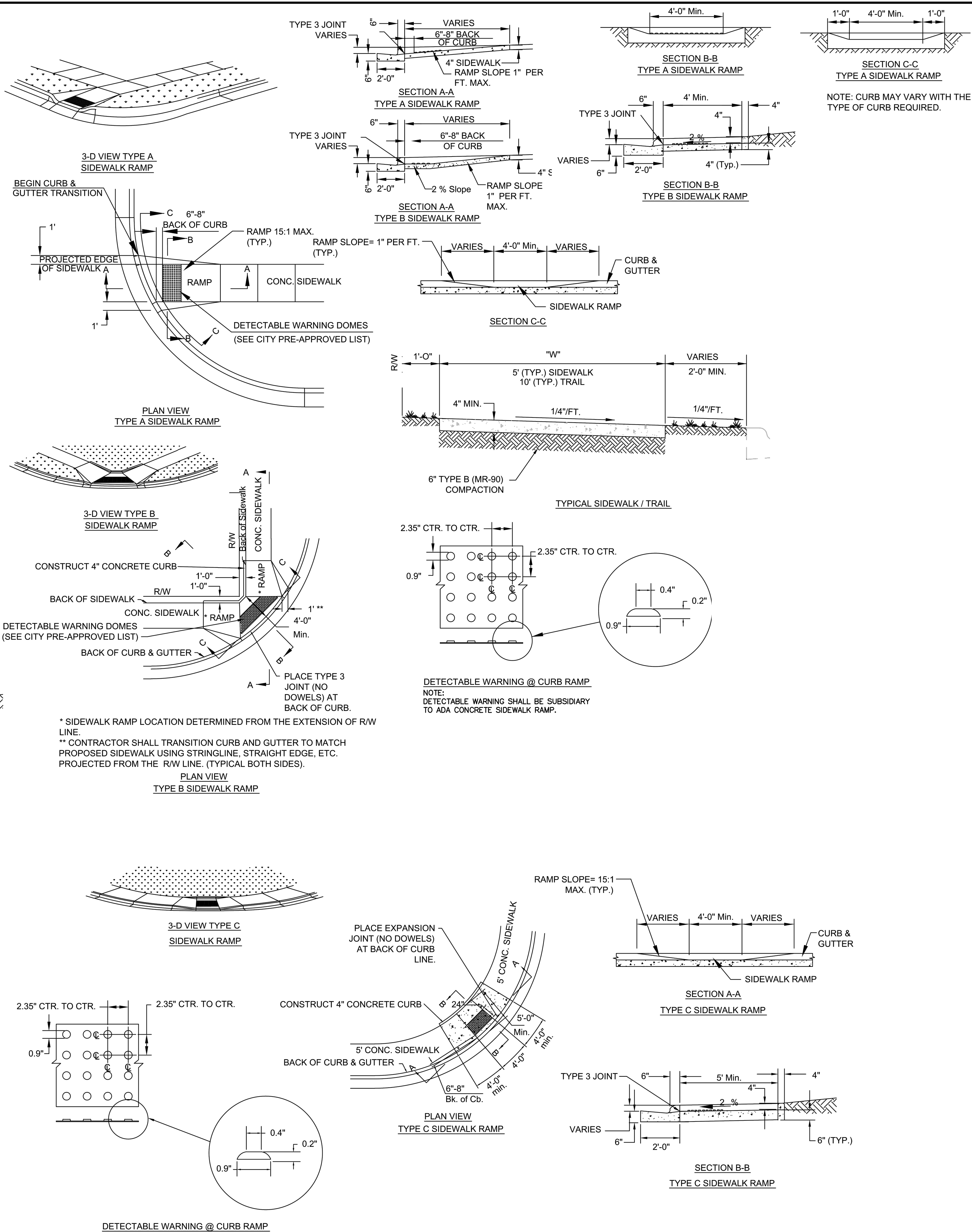
56TH STREET & SHERWOOD DRIVE



HOWE STREET: 49TH STREET - 50TH STREET

130099-180	
SHEET NO. 2 OF 3	
2015 STREET & SIDEWALK MAINTENANCE PROGRAM CITY OF ROELAND PARK, KANSAS	
HOWE DRIVE AND 56TH STREET @ SHERWOOD DRIVE	
SHAFER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868	
OFFICE LOCATIONS: Columbia, MO Houston, TX Tulsa, OK Lenexa, KS Macon, MO North Kansas City, MO Ida, KS	
CIVIL ENGINEERS ELECTRICAL ENGINEERS MECHANICAL ENGINEERS STRUCTURAL ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS LAND PLANNERS	
SKW®	
15823	
MAINTENANCE ENGINEER	
DESIGNED BY: KLJ	
DRAWN BY: KLJ	
CHECKED BY: MVE	
ISSUE DATE: 05-20-15	
NO. DATE REVISIONS BY APPD	
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COPYRIGHT © - 2015 - SHAFER, KLINE & WARREN INC.	

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LAYOUT: 03	BY: KJOHNSON
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE
DATE: 7/2/2015	



1. CONTRACTOR SHALL PULVERIZE EXISTING ASPHALT ROADWAY AND BLEND WITH SOIL SUBGRADE TO TRANSITION FROM SECTION A TO SECTION B.
2. CONTRACTOR SHALL REMOVE EXCESS MATERIAL FROM SECTION B TO ACCOMMODATE NEW ASPHALT PAVEMENT IN SECTION C.
3. CONTRACTOR SHALL INCORPORATE PORTLAND CEMENT INTO PULVERIZED PORTLAND CEMENT SUBGRADE AND INCREASE THE RATE OF SIX (6) PERCENT.
4. FINE GRADE CEMENT-AUGMENTED ROAD BASE TO ACCOMMODATE THREE (3) INCH ASPHALT SURFACE.
5. PLACE ASPHALT SURFACE @ 2.00% MINIMUM.

2015 STREET & SIDEWALK MAINTENANCE PROGRAM CITY OF ROELAND PARK, KANSAS		 SHAHER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868 OFFICE LOCATIONS: Columbia, MO Lenexa, KS Tulsa, OK Houston, TX Macon, MO Iola, KS North Kansas City, MO CIVIL ENGINEERS ELECTRICAL ENGINEERS MECHANICAL ENGINEERS STRUCTURAL ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS LAND PLANNERS			Designed By: <u>KLJ</u>		5
TYPICAL SECTIONS AND DETAILS			Issue Date: <u>05-20-15</u>		Drawn By: <u>KLJ</u>		4
			Checked By: <u>WVE</u>			3	
						2	
						1	
						NO.	
					DATE		
					REVISIONS	BY	
						APP'D	
					COPYRIGHT © - 2015 - SHAHER, KLINE & WARREN INC.		

PROJECT MANUAL

2015 STREET & SIDEWALK MAINTENANCE PROGRAM

FOR

**CITY OF ROELAND PARK
JOHNSON COUNTY, KANSAS**

Bid Date: Tuesday, August 11, 2015 @ 10:00 a.m.

SKW Project No. 130099-180

CITY OF ROELAND PARK, KANSAS

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

2015 STREET & SIDEWALK MAINTENANCE PROGRAM

SKW PROJECT NO. 130099-180

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Special Conditions	SC-1 : SC-7
Technical Specifications	

CITY OF ROELAND PARK, KANSAS
SKW PROJECT NO. 130099-180

NOTICE TO BIDDERS

Sealed bids for 2015 STREET & SIDEWALK MAINTENANCE PROGRAM will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until **10:00 a.m.** local time on **August 11, 2015**. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked **"2015 Street & Sidewalk Maintenance Program"**. Plans and specifications are on file at the office of the City Clerk and the Consulting Engineer, Shafer, Kline, & Warren, Inc. 11250 Corporate Avenue, Lenexa, Kansas 66219.

Copies of plans, specifications, bid documents and other Contract Documents can be seen or purchased 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 under the "Public Jobs" link on the website. Prospective bidders desiring the Contract Documents for use in preparing bids shall obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430 upon payment of **\$30.00 (Thirty Dollars)**, which is **not** refundable. Checks shall be made payable to **Shafer, Kline & Warren, Inc.** Any questions regarding the project, plans, specification, or bid documents should be directed to Shafer, Kline & Warren, Inc. 913-888-7800.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in paragraph GC-2 of the General Conditions, he shall follow the procedures outlined in paragraph GC-3 to bring the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City Engineer.

All bidders shall verify that they have considered all written addenda. Neither the City nor the City Engineer shall be responsible for oral instructions.

Any written addenda issued during the time of bidding shall be covered and included in the bid. There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price.

Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid:

- a. Bid
- b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below)

Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed.

In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

A pre-bid meeting will be held at Roeland Park City Hall on August 4, 2015 at 10:00 a.m. Attendance at this meeting is not mandatory; however, key aspects of the project will be discussed. Following the meeting, a site visit will be conducted. The City Engineer will be available to discuss the project.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

INSTRUCTIONS TO BIDDERS

- IB-1. BIDS: All bids shall be made on the forms provided in this bound volume of Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "BID FOR 2015 STREET & SIDEWALK MAINTENANCE PROGRAM." As per Notice to Bidders, bid shall be addressed to:

CITY OF ROELAND PARK, KANSAS
Attention: City Clerk
City Hall
4600 W. 51st Street
Roeland Park, Kansas 66205

IB-2. DEFINITIONS:

- a. Bidding Documents include the Advertisement or Notice to Bidders, Instructions to Bidders, the bid, other sample bidding and contract forms and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the work consist of the items enumerated in paragraph GC-1 of the General Conditions of the Contract for Construction.
- b. All definitions set forth in the General Conditions or in other Contract Documents are applicable to the bidding documents.
- c. A bid is a complete and properly signed proposal to do the work or designated portion of thereof for the price stipulated therein, submitted in accordance with the bidding documents .
- d. The base bid is the sum stated in the bid for which the bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
- e. An alternative bid (or alternate) is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
- f. A Unit Price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the bidding documents or in the proposed Contract Documents
- g. A bidder is a person or entity who submits a bid.
- h. Successful bidder is the person or entity who is determined and declared by the City to have submitted the lowest and best responsible bid in the conformity with the terms of the bidding documents.
- i. City shall mean the City of Roeland Park, Kansas.
- j. Contractor shall be the bidder that the City has determined and declared to be the successful bidder and which has, following such determination and declaration, thereafter executed a contract for construction with the City to perform the work described therein.

IB-3 BIDDER'S REPRESENTATIONS: Each bidder by making a bid represents that:

- a. He has read and understands the bidding documents and his bid is made in accordance therewith.

- b. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated his observations with the requirements of the proposed Contract Documents.
- c. His bid is based upon the materials, systems and equipments required by the Bidding Documents without exception.
- d. He has familiarized himself with the state, federal and local ordinances and regulations, which may affect cost, progress or performance of the work.

IB-4 BIDDING DOCUMENTS: Bidders may obtain complete sets of the bidding documents the City in the number and for the sum stated therein.

Bidders shall use complete sets of bidding documents in preparing bids; neither the City nor the City Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The City in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

IB-5 DEFECTS IN BIDDING/ CONTRACT DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding/ Contract Documents of the site and local conditions .

Bidders requiring clarification or interpretation of the Bidding/ Contract Documents shall make a written request, which shall reach the City Engineer at least seven days prior to the date for receipt of bids.

Any interpretation, correction or change of the Bidding / Contract Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding / Contract Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

As noted in paragraph GC-3 of the General Conditions, bidders will not be permitted to take advantage of any such defect.

IB-6 SUBSTITUTIONS: The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of bids unless written request for approval has been received by the City Engineer at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the bidder. The City Engineer's decision of approval or disapproval of a proposed of a proposed substitution shall be final.

If the City Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents (See GC-58).

- IB-7 ADDENDA: Written addenda will be mailed or delivered to all who are known by the City Engineer to have received a complete set of bidding documents.

Copies of the written addenda will be made available for inspection wherever bidding documents are on file for that purpose.

No written addenda will be issued later than four days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting his bid that he has received all written addenda issued, and it shall acknowledge its receipt in its bid.

- IB-8 INSURANCE:

a) General –

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in the least such amounts as required in the Bidding Documents. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to paragraph GC-36. of the General Conditions for additional insurance information.

b) Notice of Claim Reduction of Policy Limits –

The Contractor, upon receipt of notice if any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) in excess of \$10,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine the Contractor's aggregate limits of protection shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

MINIMUM REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

Limits –

General Aggregate:	\$1,000, 000
Products/ Completed Operations Aggregate:	\$1,000, 000
Personal & Advertising Injury:	\$1,000, 000
Each Occurrence:	\$1,000, 000

Policy MUST include the following conditions:

- a) Explosion, Collapse & Underground
- b) Independent Contractors
- c) Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

AND

UMBRELLA/EXCESS LIABILITY

Limits –

Each occurrence:	\$1,000, 000
general Aggregate:	\$1,000, 000

The Umbrella/ Excess Liability must be at least as broad as the underlying policy.

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c) Automobile Liability –

Policy shall protect the Contractor against claims of bodily injury and/or property damage arising from the ownership or any use of any owned, hired and and/or non-owned vehicle and must include protection for either:

Any Auto

or

All Owned Autos
Hired Autos; and
Non-Owned Autos

Limits –

Combined Single Limits
Bodily Injury and Property Damage – Each Accident

Same as General Liability

d) Worker's Compensation –

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:

Statutory

Employer's Liability:

Bodily Injury by Accident	\$100, 000 each accident
Bodily Injury by Disease	\$500, 000 policy limit
Bodily Injury by Disease	\$100, 000 each employee

e) Owner's Protective Liability –

The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of this Contract. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Project.

f) Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it :

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policy holder rating of A or better; and
- 3) Carries at least a Class X financial rating.

- 4) Is a company mutually agreed upon by the City and the Contractor.

g) Subcontractors' Insurance –

If a part of the Contract is to be sublet, the Contractor shall cover all subcontractors in its insurance policy to the fullest extent permitted by applicable Kansas law. Contractor shall indemnify and hold harmless the City and Shafer, Kline & Warren, Inc. (SKW) as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors, to the fullest extent permitted by applicable Kansas law.

h) Approval of Insurance –

The Contractor may not begin work of any nature until all insurance requirements are met and approved by the City Attorney. The City Attorney will require one of the following statements to appear in the Special Provisions box of the Certificate of Insurance before the insurance is approved:

"To the fullest extent permitted by applicable Kansas law, the general liability policy specifically insures the contractual liability assumed by the Contractor under paragraph GC-31."

OR

"To the fullest extent permitted by applicable Kansas law, the general liability policy has been endorsed to specifically insure the contractual liability assumed by the Contractor under paragraph GC-31."

The City Attorney will also require evidence that the policies provide, or have been endorsed to provide, that should any of the described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days advance written notice to the City.

IB-9 BID SECURITY: Each bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City in an amount of not less than five percent (5%) of the total bid. In addition to other legal remedies, the amount of said bid is accepted and the successful bidder fails to enter into a Contract in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful bidders, with the exception of the second qualifying bidder at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory insurance certificates, performance bond, and statutory bonds, maintenance bond or labor and other documents required by the General Conditions have been furnished and the Contract Documents have been executed.

IB-10 TAXES: It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and compensation taxes. Two copies of the State of Kansas Project Completion Certification (Form DO-77) will be furnished the City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to the Contractor and must be signed and returned to the City upon completion of the project. The City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by the Contractor for a period for five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the

Contractor until the City has received the two project Completion Certifications from the Contractor along with a Consent of Surety Company to Final Payment.

- IB-11. LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages, fixed and agreed to in advance, according to the following schedule:

<u>Contract Amount</u>			<u>Liquidated Damages</u>
\$ 0	to	25, 000	\$ 75.00
\$ 25,000	to	50, 000	\$ 125.00
\$ 50,000	to	100,000	\$ 200.00
\$ 100,000	to	500,000	\$ 400.00
\$ 500,000	to	1,000,000	\$ 600.00
\$ 1,000,000	to	2,000,000	\$ 925.00
\$ 2,000,000	to	5,000,000	\$ 1,375.00
\$ 5,000,000	to	10,000,000	\$ 2,000.00
\$ 10,000,000	and up		\$ 3000.00

for each of the 24-hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

In the event moneys being retained by the City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated and provided for.

- IB-12. MODIFICATIONS OR WITHDRAWAL OF BIDS: bids may be modified or withdrawn by written request received in the office of the City Clerk, prior to the time and date for bid opening. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening thereof.
- IB-13. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful Bidder; and the right to disregard all nonconforming, nonresponsive or conditional bids.

In evaluating Bids, the City may consider, in addition to the bid amounts, the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. The City reserves the right to reject any bid of any Bidder who does not pass the evaluation to the City's satisfaction.

- IB-14. BONDS: The Contractor to whom the work is awarded will be required to furnish a Performance Bond, Statutory Bond, and a Maintenance Bond in the forms hereinafter provided in an amount equal to 100 percent of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" certificate to include the date of the bonds.
- IB-15. INDEMNIFICATION: To the fullest extent permitted by applicable Kansas law, the Contractor shall defend, indemnify and save the City and Shafer, Kline & Warren, Inc. (SKW) harmless from and against all liability for damages, costs and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of and to the extent of the negligent acts or omissions of the Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

- IB-16. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any successful bidder-contractor domiciled outside the state of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition, and if it is determined by the City that the apparent lowest and best bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such contractor's bid complies with this state law requirement.

All bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their states' preferential bidding statutes, if any.

- IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with paragraph GC-65 of the General Conditions.
- IB-18. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful bidder-contractor domiciled outside the State of Kansas must comply with these statutory requirements.
- IB-19. SUBCONTRACTING: As provided in paragraph GC-34, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors; provided, however that the Contractor shall not award subcontracts which total more than fifty percent (50%) of the Contract price.
- IB-20. CONFLICT OF INTEREST: 31 U.S.C.S. Section 1352 requires that all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same. These documents shall be required to execute a contract following project award to the successful bidder. They are not required as part of the bid proposal.

BID PROPOSAL

2015 STREET & SIDEWALK MAINTENANCE PROGRAM

SKW PROJECT NO. 130099-180

**CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS**

Name of Bidder _____

Address of Bidder _____

Telephone Number of Bidder (_____) _____

To the CITY OF ROELAND PARK, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of trees, utilities, drainage structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the improvements to be made and the type, character and general condition of materials to be used; (e) the necessary handling and rehandling of materials; (f) the difficulties and hazards associated with the work (g) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (h) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials , supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and he understands that the quantities herein given are those that will be used to determine the contract amount.

2015 STREET & SIDEWALK MAINTENANCE PROGRAM

SKW PROJECT NO. 130099-180

CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS

ITEMIZED PROPOSAL

	Bid Item	Unit	Quantity	Unit Price	Total Price
	Sycamore (between Nail & Cedar)				
1	Remove & Replace Curb & Gutter (CG-1)	LF	1055		
2	Remove & Replace Sidewalk (4" thick)	SF	134		
3	Remove & Replace Driveway (6" thick)	SF	345		
4	2" Cold Mill & Overlay (KC-APWA Type 3-01)	SY	3070		
5	Traffic Control	LS	1		
6	Restore Pavement Markings & Signage	LS	1		
	49th Street (between Neosho & Mohawk)				
1	In-place rehab of base	SY	1770		
2	3" Cold Mill & Overlay (KC-APWA Type 3-01)	SY	1770		
3	Traffic Control	LS	1		
4	Restore Pavement Markings & Signage	LS	1		
	53rd Terrace (4506 to 4518 W. 53rd Terrace)				
1	2" Cold Mill & Overlay (KC-APWA Type 3-01)	SY	260		
Total Bid					

NOTE: Quantity for curb along driveway (flat portion and transitions) is included in driveway restoration quantity.

(Total Base Bid written in words)\$ _____ Dollars _____ Cents

PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make his own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal he may adjust his unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the city.

The unit price bid for each item shall include all of the contractors cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

SF – SQUARE FEET
LF - LINEAR FEET
SY – SQUARE YARDS
LS – LUMP SUM
EA - EACH

The undersigned as a bidder declares:

That he has been regularly engaged in contract work of the class required by the specifications for _____ years, and respectfully invites your attention to the following work that has been completed under his direction:

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 60 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the Base Bid.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. _____, Date _____
Addendum NO. _____, Date _____
Addendum NO. _____, Date _____
Addendum NO. _____, Date _____
Addendum NO. _____, Date _____

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, he will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that he has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and it has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/ Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of _____

DOLLARS (\$ _____), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and he should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in _____ this _____

day of _____, 20_____.

Signature of Bidder: _____

If an individual: _____

doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: _____

BY _____

Title _____

SEAL

Business Address of Bidder: _____

If bidder is a corporation, supply the following information:

State in which incorporated _____

Name of business address of its:

President _____

Secretary _____

Date _____

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK
AND CONTRACTOR
FOR

2015 STREET & SIDEWALK MAINTENANCE PROGRAM

SKW PROJECT NO. 130099-180

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, hereinafter the "City" and

_____,
hereinafter the "Contractor."

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, himself/ herself or themselves, its, his/ her or their successors and assigns, or its, his/ her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

In-place pavement rehabilitation and ADA sidewalk ramp placement. Restore disturbed grass area with seed, mulch, and fertilizer.

all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Roeland Park,

Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____ DOLLARS (\$ _____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 Calendar Days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) he has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he has furnished copies of all Contract Documents to his insurance carrier(s) and his surety(ies); and 3.) his insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed _____ counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor

ATTEST:

Debra L. Mootz, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

Contractor

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

hereinafter referred to as the "Contractor", and _____

a Corporation organized under the laws of the State of _____

and authorized to transact business in the State of _____ as Surety,

are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as the "Owner" in the penal sum of

_____ DOLLARS, lawful

money of the United States of America for the payment of which the sum, well and truly to be

made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly

and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and plans thereof; a copy of said Contract being attached hereto and made a part hereof:

NOW THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made part thereof, according to the true intent and meaning in each case, and if said contractor shall replace all defective parts, material and workmanship as required by the Contract, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said contractor fails in all particulars to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said contract and the conditions, specifications, plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this

obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, at _____

on this the _____ day of _____, 20____.

By _____

By _____ SEAL

By _____ SEAL
(Attorney-in-fact)

By _____ SEAL
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as

Contractor, and _____ with

General Offices in the City of _____ and

authorized to transact business in the State of Kansas, as surety are held and firmly bound unto the CITY OF ROELAND PARK, KANSAS and the STATE OF KANSAS, in the penal sum of

_____ DOLLARS (\$_____)

lawful money of the United States of America, for the payment of which the sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severely, firmly by these present:

THE CONDITIONS OF THE FOREGOING OBLIGATIONS IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____, entered into a contract with the City of Roeland Park, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, all in accordance with the specifications and other documents on file in the office of the City Clerk of Roeland Park, Kansas.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinafter stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto

so to do at _____, on this, this _____ day of _____, 20_____

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL)

By _____

By _____
Attorney-in-Fact

By _____
Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding forty thousand dollars (\$40,000.00) in accordance with K.S.A. 60-1111 as amended. The bond must be filed with the Clerk of the District Court of Johnson County, Kansas by the Contractor.)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

MAINTENANCE BOND

Bond Number _____

Bond _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Surety, are held firmly bound unto the City of Roeland Park, in the full and just sum of (\$_____) for the payments of which and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly be these presents.

Dated this _____ day of _____, 20_____

The Conditions of this obligation are such that Principal, _____, upon completion of the Contract dated _____ which is incorporated herein by reference, and upon acceptance by the City of Roeland Park, in accordance with the approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date the City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

NOW THEREFORE, if said Principal shall guarantee and maintain the work referred to above in accordance with the contract for a period of two years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that if said Principal fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed, sealed and delivered the day and year first above written

By: _____

Countersigned:

By: _____

By: _____

Power of Attorney attached

Principal

By: _____

CONTRACTOR'S ASSURANCE
OF GOOD TITLE TO
MATERIALS INCLUDED IN PROJECT

The undersigned contractor swears under penalty of perjury that all materials and equipment incorporated in the work performed under the contract for which final payment is now being made are free and clear of all security interests and encumbrances.

Dated: _____

CONTRACTOR

BY _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My appointment expires:

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2015 STREET & SIDEWALK MAINTENANCE PROGRAM
(Project Description)
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GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the project in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily limited to) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"), these General Conditions, the Special Conditions (including supplementary and other conditions), the plans, the specifications, all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties, change orders, written interpretations issued by the City Engineer, written orders for minor changes to the work issued by the City Engineer, and changes in the work identified in paragraph GC-23.), drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Architect/ Engineer which the City Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the work shall be carried out and the project shall be constructed fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions (or Special Conditions) or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Conditions and the Special Conditions, if any, in which case the Special Conditions shall prevail. The Contract Documents supercede all previous agreements and understandings between the parties, which previous agreements and understandings are no further force and effect.

The Contract Documents as enumerated herein form the Contract for construction. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any subcontractor or remote tier subcontractor.

All limits stated in the Contract Documents are of the essence of the Contract.

GC-2. DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. The "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
2. "Bidder" shall mean any individual: partnership, corporation, association or other entity submitting a bid for the work.
3. "Bidding Documents" shall mean all documents related to a bidder's submitting a bid, including, but not limited to, the advertisement for bids, if applicable, instructions to bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents, including any addenda issued prior to receipt of bids. At the City's option, bidder may be required to complete and submit a prequalification statement.
4. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.
5. A "Change Order" is a written order issued after the Agreement is executed by which the City, the City Engineer and the Contractor agree to construct additional items of work, to modify the Contract time, or, in lump sum contracts, to change the character and scope of work shown on the Contract plans, or as otherwise provided in paragraph GC-23. Change Orders must be signed by the City and the Contractor to be binding.
6. "City" shall mean the City of Roeland Park, Kansas.
7. "City Engineer" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional engineering services in connection with the project; or shall mean the City if the City acts as its own Engineer.
8. "Contract" and "Contract Documents" shall have the meaning ascribed to them in paragraph GC-1, such terms sometimes being used interchangeably.
9. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the work as per the Contract Documents. Where the

Contract provides that all or part of the work is to be unit price work the Contract Price shall initially be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work multiplied by the estimated quantity of each item required for the work. It is understood and agreed that estimated quantities of items for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determinations of actual quantities and classifications of unit price work shall be made by the City Engineer. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

10. The "Contract Time" shall be the number of calendar days stated in the Contract Documents for the completion of the work or shall be a date certain if so designated in the Contract Documents.
11. "Contractor" shall mean the entity entering into the Contract for the performance of the work covered by this Contract, together with his duly authorized agents or legal representatives. (For purposes of indemnification, see GC-31 for definition of "Contractor".)
12. "Defective Work" shall mean work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include work damaged prior to approval of final payment unless responsibility for such damage shall have been expressly assumed by the City at substantial completion.
13. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage pre-paid.
14. "Field Order" shall mean a written order issued by the City Engineer which orders minor changes in the work in accordance with paragraph GC-23 but which does not involve a change in the contract price or contract time.
15. "Final Acceptance" shall mean the date when the City Engineer accepts in writing that the construction of the project is complete in accordance with the Contract Documents such that the entire project can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

16. "General Requirements" shall mean those provisions of the Specifications which apply to the entire work.
17. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the City Engineer or the City.
18. "Notice of Award" shall mean the written notice by the City to the apparent successful bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.
19. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no work until the date set forth in the Notice to Proceed.
20. "Partial Utilization" shall mean placing a portion of the work to be provided under the Contract Documents to the use intended by the City.
21. "Pay Estimate" or "Final Pay Estimate" shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.
22. "Plans" or "The Plans" shall mean and include all drawings which may have been prepared by the City and/or the City Engineer on the City's behalf as a basis for bids, all drawings (other than shop drawings, see subpart 23.) submitted by the successful bidder with its bid or by the Contractor to the City, if and when approved by the City Engineer, and all drawings submitted by the City to the Contractor during the progress of the work, all of which show the character and scope of the work to be performed.
23. The "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the work.
24. "The Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the work

and certain administrative details applicable thereto. They may include, but not necessarily be limited to:

- (1) design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work;
 - (2) performance specifications, e.g., performance characteristics required, if any;
 - (3) purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval therefor by the City in accordance with paragraph GC-58.
 - (4) such other information deemed appropriate by the City for inclusion in the Specifications for the proper construction of the project.
25. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the work.
26. "Substantial Completion" shall mean the state of the Project where the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract so that the City can occupy or utilize the Project, or the designated portion thereof, for its intended use.
27. "The Work or "The Project" (used interchangeably) shall mean the work to be done necessary to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor , materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.
28. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
29. "Unit Price Work" shall mean work to be paid for on the basis of unit prices (quantity variations).

30. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Engineer is intended.
31. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
32. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the City Engineer.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the work, Contractor shall notify the City Engineer in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the City Engineer without any increase in the cost of the work. The Contract Documents shall be appended to all contracts between the Contractor and any subcontractor or any more remote tier subcontractor, and such subcontractors and remote tier subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the work.

Sufficient copies of the bidding documents, bonds and Agreement between City and Contractor shall be prepared, each containing an exact copy of the Contractor's bid as submitted, the bonds properly executed and the Contract signed by both parties hereto. These executed counterparts shall be filed with the City, Contractor and the Surety Company executing the bonds. The original bid submitted by the Contractor will be retained by the City.

Contractor shall keep, and make available to City, at the project site, one copy of all Contract Documents for the work at the project site, in good order and legibly marked to reflect actual construction. Contractor shall also maintain at the site all approved samples and a print of all approved shop drawings. Such Documents, samples and shop drawings shall be turned over to the City at the completion of the work if requested by the City.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.

GC.-5. SCOPE, NATURE, AND INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications are intended to complement, but not necessarily duplicate each other. Together they shall constitute one complete set of the Plans and Specifications, and any work exhibited in one but not in the other shall be executed just as if it had been set forth in both in order that the Work shall be completed according to the complete design or designs as decided and determined by the City Engineer.

Should anything be omitted from the Plans and Specifications which is necessary to a clear understanding of the Work, or should it appear that various instructions are in conflict, or in the event the Plans and Specifications are silent as to any detail, then it shall be the duty of the Contractor to secure written instructions from the City Engineer before proceeding with the construction affected by such omissions, discrepancies or silence. In accordance with paragraph GC-3, Contractor's failure to bring any such matter to the attention of the City Engineer shall be at the Contractor's peril, and there shall be no compensation for extra work necessitated thereby.

Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Engineer. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of underground facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.

All work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the City Engineer informed a reasonable time in advance of the times and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer and the Contractor.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.

Contractor, together with his Subcontractors, shall carefully examine the Plans and Specifications for any interferences with the work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to City Engineer, with drawings (if City Engineer determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Engineer.

GC-6. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. The Contractor shall furnish the City Engineer with a schedule giving the dates on which it expects to start and to complete separate portions of the Work, which schedule shall be strictly adhered to unless agreed to in writing by all parties or modified by an extension of extension of time as hereinafter provided.

GC-7. SHOP DRAWINGS

Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Engineer, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; and (4) structural and reinforcing fabrication drawings. The City Engineer shall review, respond to, accept or reject such submissions within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. On Final Acceptance, the City Engineer shall be furnished with a total of not less than five (5) copies, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Engineer, all such drawings shall become a part of the Contract Documents, and the work or equipment shown by such drawings shall be in

conformity with said drawings unless otherwise required by the City Engineer. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility.

Review for compliance by the City or the City Engineer of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in shop drawings or other submittals.

GC-8. CONTRACTOR'S RESPONSIBILITIES AS TO AMBIGUITIES

If there is any ambiguity in City Engineer's drawings or instructions, Contractor shall ask the City Engineer for clarification. Upon written request of Contractor, the City Engineer shall furnish, with reasonable promptness, additional instructions by means of drawings, specifications, or other information necessary for the proper execution of the Work. The Work shall be executed in conformity therewith, and in accordance with paragraph GC-3, Contractor shall do no work without proper instructions except at his peril. Nothing herein to the contrary shall affect Contractor's responsibilities with regard to defects as set forth in paragraph GC-3.

GC-9. CONCEALED CONDITIONS

The Contractor understands that the City does not warrant that the various and sundry materials and information, including, for example, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions be encountered in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, there shall be no adjustment in the Contract Price for any extra work necessitated thereby, nor shall the Contract time be adjusted except as the City Engineer, after review and due consideration of all factors, may determine in his sole discretion. Any adjustment in contract time and/or price allowed by the City Engineer shall be set forth in a formal Change Order to the Contract.

GC-10. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent people from its force and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements

and surveys and in establishing temporary or permanent reference marks in connection with said work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the City Engineer.

GC-11. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

GC-12. PERMITS AND NOTICES

- (a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- (b) Contractor shall give all notices required by and all work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.
- (c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.

GC-13. GENERAL ADMINISTRATION OF THE CONTRACT

- (a) Unless otherwise stipulated, Contractor shall provide and initially pay for all work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.
- (b) Unless otherwise specified, all supplies, materials, equipment and other facilities are guaranteed to be new and all work shall be of good quality and workmanship and free from defects or fault. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of the Work.

- (c) The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- (d) The Contractor shall, in addition to the schedule required by paragraph GC-6, give to the City Engineer full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the work, appear to the City Engineer to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Engineer may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Engineer to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contract.
- (e) The approval by the City Engineer of any plan, schedule or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
- (f) Any plan or method of work suggested by the City Engineer or the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City Engineer and the City will assume no responsibility therefor.

GC-14. CONTRACTOR'S EMPLOYEES

- (a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.
- (b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-15. SAMPLES

Contractor shall furnish samples for approval if directed by the City Engineer or the Contract Documents. The Work shall be in accordance with approved samples.

GC-16. PROTECTION OF WORK AND PROPERTY

- (a) Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- (b) Contractor shall comply with any and all instructions from the City Engineer regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".
- (c) Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Engineer by Contractor.
- (d) In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Engineer, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
- (e) Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes. Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

- (f) Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

GC-17. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

GC-18. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give adequate notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

GC-19. BARRICADES AND LIGHTS

All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.

All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-20. INSPECTION OF WORK

- (a) City Engineer shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
- (b) All work must be inspected, tested, or approved and the Contractor shall give the City Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Engineer. If any work should be covered up which is required by the above to be inspected, tested or approved and which, by virtue of being so covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by City Engineer, uncover such work and at Contractor's expense bear the cost of uncovering such work and redoing same after inspection, testing or approval and redoing such other work damaged as a result of having to uncover and redo same.
- (c) City Engineer reserves the right to inspect any and all work before it is covered up; and, accordingly, Contractor must notify City Engineer before covering any work.

City Engineer shall be given a reasonable time to make its inspection. Contractor shall not cover any work prior to City Engineer having a reasonable time to inspect. If work to be covered does not conform to the Contract Documents, City Engineer can withhold its consent to covering up work until such work is made to conform at Contractor's expense.

- (d) If any labor, supplies, materials or equipment are found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such labor, supplies, materials or equipment, the cost of removing same, as well as the cost of undoing and

redoing the work and other work damaged by such nonconforming labor, supplies, materials or equipment.

- (e) The Contractor shall comply with the directions and instructions of the City Engineer.
- (f) The City, the City Engineer and all designated inspectors shall be free at all times to perform their duties, including the observation and inspection of the work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the contract.
- (g) Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-21. SUPERINTENDENCE AND SUPERVISION

Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Engineer retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.

The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-22. CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor.

GC-23. CHANGES IN THE WORK

- (a) Change Orders. City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract price and/or changes in the Contract time. All Change Orders shall be executed under the provisions of the original Contract Documents. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined as per paragraph (e) below.

Except for work done as a result of an emergency endangering life or property, no work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order.

- (b) Quantity Variations. Where changes in the work involve a change in the quantity of any bid item, the Contract Price shall be revised by extension of the quantities and unit price of all bid items so changed subject to written approval of the City Engineer.
- (c) Field Orders. City Engineer may order minor changes in the Work through field orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.
- (d) From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. Should a difference of opinion arise as to whether the order constitutes extra work for which additional compensation is due, and the City insists on its performance, the Contractor shall proceed with the work after making a written request for a Change Order, and it shall keep an accurate account of the actual field cost thereof as provided for in (e)(3) below. The Contractor will thereby preserve the right to submit a claim therefor. The failure of Contractor to make a written request for a Change Order shall operate as a waiver of any such claim.
- (e) The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined in one or more of the following ways, at the option of City:
- (1) By agreed lump sum.
 - (2) By unit prices named in the Contract or subsequently agreed upon.
 - (3) By actual, documented field cost (time and material) plus fifteen percent (15%) and shall include a "Not to Exceed" figure.

In order to arrive at the value for any change, Contractor shall credit City with its projected cost(s), including overhead and fee for any work which

was previously included but which has been excluded by any such change.

- (f) No change in the Work shall entail additional time unless the City Engineer determines that additional time is required and specifically so provides in the Change Order. No change in the Work shall entail an adjustment in the Contract Price unless the City Engineer determines that a change in the Contract Price is required and specifically so provides in the Change Order.
- (g) Where extra work is performed under (e)(3) above, the term "actual field cost" of such extra work is hereby defined to be and shall include:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work;
 - (4) Any transportation charges necessarily incurred in connection with said equipment authorized by the City Engineer for use on said work and similar operating expenses;
 - (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses; and provided, further, that without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - (a) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by

City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.

- (b) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
- (c) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- (d) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- (e) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under (e) (3) above. In the event that machinery and heavy construction equipment shall be required for such extra work the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order.

The fifteen percent (15%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the "actual field cost" as herein defined.

- (h) In the event that unit prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed is substantially inequitable to either the City or the Contractor, the unit prices shall be reevaluated and adjusted in accordance with the following:
 - (1) If the total cost of a particular item of Unit Price Work amounts to twenty (20) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed

by Contractor differs by more than thirty-three (33) percent from the estimated quantity of such item indicated in the Contract; and

- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor has incurred additional expense as a result thereof; or
- (4) If City believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of Unit Price Work performed;

then either City or Contractor may request the City Engineer to make an adjustment in the Contract Price.

- (i) No claim for extra work of any kind will be allowed except as provided herein. If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of the terms and requirements of this Contract.
- (j) Contractor shall be responsible for notifying his surety(ies) of any modifications to the Contract Price or Time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-24. DEDUCTIONS FOR UNCORRECTED WORK

If City deems it inexpedient to have corrected any work which is not in accordance with the Contract Documents, an equitable deduction from the Contract price shall be made therefor.

GC-25. DELAYS AND EXTENSION OF TIME

- (a) If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise, then the time of completion and the Contract Price shall be extended and/or adjusted for such reasonable time and amount as the City Engineer shall decide.
- (b) No such extension shall be made for delay unless Contractor provides written notice to City Engineer of such delay, the reasons therefor and the expected length of delay within seven (7) days of the commencement of such delay. In the case of continuing cause of delay, only one claim is necessary.

- (c) In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided in subparagraphs (a), (b) or (d).
- (d) The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the City Engineer, and for such periods of time as the City Engineer shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the time for completion of Work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the Work shall be stopped by order of the City Engineer, through no fault of the Contractor, its employees, Subcontractors or suppliers, any incidental expenses (see paragraph GC-23 (g) (5)) which, in the opinion and judgment of the City Engineer, are caused thereby shall be paid by the City to the Contractor.

GC-26. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-27. PATENT LIABILITY CLAUSE

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the

account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

GC-28. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-29. SEPARATE CONTRACTS

- (a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its work with the work of City or others.
- (b) If any part of Contractor's work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.

GC-30. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors or workers who may be performing work on behalf of the City or any other entity on any work in the vicinity of the Work to be done under this Contract, and it shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City, or any other entity in regard to their

work, shall be adjusted and determined by the City Engineer. If the work of the contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

When two or more contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Engineer to the contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Engineer when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Engineer shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

GC-31. INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties

hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, his employees, agents, Subcontractors and suppliers or any other party for whom he is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. PROTECTION OF PROPERTY/LIABILITY

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above the ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any

manner affected by the prosecution of the Work or the transportation of men/women or materials in connections therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

The Contractor shall give reasonable notice to the affected owner or owners when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.

GC-33. PROVISION FOR EMERGENCIES

Whenever, in the opinion of the City Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Engineer, with or without notice to the Contractor, shall, upon notification to the City, provide suitable protection to the said interests by causing such work to be done and materials to be furnished at places as the City Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-34. ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged his obligations to the City under the Contract. It is expressly understood and

agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than fifty percent (50%) of the Contract and shall perform within its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by him. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which work each is to perform.

The City Engineer or the City's designated representative shall, prior to City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its bid, and the City shall either rebid the project or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's

disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for extension of time.

GC-35. DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Engineer as to such matter as per paragraph GC-37. No dispute resolution shall be a condition precedent to any legal action.

GC-36. INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in paragraph IB-8 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The Certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to paragraph GC-40.

- (a) General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under paragraph GC-31.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

- (d) Additional Insurance -

(1) The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City and Shafer, Kline & Warren, Inc. (SKW) as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

(2) Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

- (e) Subcontractor's Insurance - If a part of the contract is to be sublet, the Contractor shall cover all Subcontractors in its insurance policies.

GC-37. AUTHORITY AND DUTY OF THE CITY ENGINEER

It is mutually agreed by and between the parties to this Contract that the City Engineer shall observe and inspect all work included herein (provided, however, that any such observations and inspections shall not alter the rights, responsibilities and obligations of the parties as set forth in paragraph GC-20. Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes, it is further agreed by and between the parties to this Contract that the City Engineer shall in all cases determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that City Engineer shall determine all questions relating to the plans and specifications for the Project; that City Engineer shall issue promptly any written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; that City Engineer's decisions and findings shall be a condition precedent to the right of the parties to submit any proper matter and to any rights of the Contractor to receive any money under this Contract; provided, however, that should the City Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the other, within twenty (20) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised as herein provided, except as otherwise provided in paragraph GC-35. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Engineer as rendered shall be promptly carried out.

GC-38. CORRECTION OF LABOR, ETC.- BEFORE FINAL PAYMENT

At City Engineer's request, Contractor shall, at Contractor's expense, promptly remove from the job site all labor, supplies, materials, equipment and/or other facilities condemned by City Engineer as not in accordance with the Contract Documents, whether incorporated or not; and the Contractor shall, at Contractor's expense, promptly replace and re-execute all labor, supplies, materials, equipment and/or other facilities in accordance therewith and, at Contractor's expense, restore all work of other contractors and subcontractors destroyed or damaged as a result of such removal, replacement and re-execution.

GC-39 . CORRECTION OF LABOR, ETC.- AFTER FINAL PAYMENT

- (a) Contractor guarantees to City that all work performed under this Contract shall be free from defects in material or workmanship for a period of not less than two (2) full years from the date of final payment by City; provided, however, that whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by Contractor, Contractor shall promptly execute same in writing and shall promptly deliver same to City.

- (b) Contractor shall promptly procure from each Subcontractor a written guarantee that all work performed by such Subcontractor shall be free from defects in material or workmanship for a period of not less than two full (2) years from the date of final payment by City to Contractor and shall promptly deliver same to City; provided, however, that wherever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by a Subcontractor, Contractor shall promptly procure same in writing from the appropriate Subcontractor and shall promptly deliver same to City.
- (c) Whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years but does not specify who is to give such a guarantee, it shall be given by the Contractor regardless of who is performing the work for which the guarantee is required. All such guarantees shall be in writing and shall be promptly delivered to City.
- (d) The furnishing of guarantees by Subcontractors and materialmen shall not relieve Contractor of his obligations under guarantees required of Contractor under the Contract Documents. In addition to the above guarantees, Contractor will (1) obtain and assign to City all available manufacturer and supplier warranties; and (2) at City's sole option, assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective work, materials or equipment.
- (e) Any provision of the Contract Documents to the contrary notwithstanding, all guarantees provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.
- (f) Neither the issuance of the final certificate, payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for work determined by City not to be in accordance with the Contract Documents. If, within two (2) years of the date of final payment to Contractor or within any longer period of time as may be prescribed by applicable law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by City to be defective or not in conformance with the Contract Documents then, at City's request, Contractor shall, at Contractor's expense, promptly remove from the premises all work determined by the City to be defective or not in accordance with the Contract Documents; and Contractor shall, at Contractor's expense, promptly replace and re-execute all work in accordance therewith and, at Contractor's expense, restore all Subcontractors' work and work of other contractors and subcontractors damaged as a result of such removal, replacement and re-execution. City shall with reasonable promptness give notice of any work condemned by City as not in accordance with the Contract Documents. If, within ten (10) days after the mailing of such notice, the Contractor shall fail or neglect to

make, or undertake to make, with due diligence any required repairs or corrections, the City may make such repairs at Contractor's expense; provided, however, that, in case of an emergency which, in the judgment of City, would cause serious loss, hazard or damage if not corrected immediately, such repairs may be made without prior notice being sent to the Contractor, and Contractor shall nevertheless be liable to the City for the cost thereof.

GC-40. RIGHT OF CITY TO TERMINATE CONTRACT

Without in any manner limiting the right of the City to terminate the contract or declare the Contractor in default thereof for any reason set forth in the Contract Documents, if the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if the Contractor should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property; or if at any time the City Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if all bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and , subject to

City's approval, determine what work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-41. CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-42. PAYMENTS

- (a) Before the first application for payment, the Contractor shall submit to the City Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Engineer may require. This schedule, unless objected to by the City Engineer, shall be used only as a basis for the Contractor's applications for payment and does not constitute approval by the City Engineer of the method or performance by the Contractor.
- (b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Engineer during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, ten percent (10%) of the amount of each estimate will be retained, which retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain.

- (c) Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and work upon which payments have been made, for the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Engineer, all calculated in proportion to the Contract Price.
- (d) In general, no allowance will be made in estimates for materials delivered on the site and not incorporated in the Work except in case of those items considered by the City Engineer to be major items of considerable magnitude, which will be allowed in estimates on the basis on ninety percent (90%) of invoices, the value calculated in proportion to the Contract Price.
- (e) The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
- (f) The City shall require at intervals as it shall determine and at any time before final payment is made for the Work specified herein that the Contractor furnish the City with written acknowledgements (to the extent of payment made) by all Subcontractors and vendors who have done work or labor on, or who have furnished materials for, the Project that they have been paid in whole or in part by the Contractor for such work or labor done or materials furnished by them. Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City.
- (g) The Contractor has, per the Instructions to Bidders, bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work. Final payment will not be made to Contractor until the City shall have received two Project Completion Certifications from the Contractor along with a Consent of Surety to final payment.

- (h) The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Engineer for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the project site at Contractor's expense.
- (i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-43. PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any application for payment to the extent necessary to protect City from loss on account of:

- (1) Incomplete work or Defective Work not remedied;
- (2) A reasonable doubt that the work can be completed from the balance of the Contract Price then paid;
- (3) Damage to City; or
- (4) A breach of this Contract.

GC-44. LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract that time is of the essence of this Contract, and that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, after due allowance for any extension or extensions of time which may be granted under the Contract, the said Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated herein for each and every day that the Contractor shall be in default.

In the case of joint responsibility for any delay in the final completion of the Work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of

liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the City by reason of such delay in completion of the work as set forth in the table below, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.

In case of failure on the part of the Contractor to effect completion within the time specified the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages, fixed and agreed to in advance, an amount according to the following schedule:

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$0	to	\$25,000
\$25,000	to	\$50,000
\$50,000	to	\$100,000
\$100,000	to	\$500,000
\$500,000	to	\$1,000,000
\$1,000,000	to	\$2,000,000
\$2,000,000	to	\$5,000,000
\$5,000,000	to	\$10,000,000
\$10,000,000	and up	
		\$75.00
		\$125.00
		\$200.00
		\$400.00
		\$600.00
		\$925.00
		\$1,375.00
		\$2,000.00
		\$3,000.00

for each 24-hour calendar day, including weekends and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

The City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to the Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.

GC-45. BONDS

Contractor shall after notice of award furnish City the Performance Bond and the Statutory or Labor and Material Payment Bond as required by the Instructions to Bidders. Failure to furnish such bonds within the time specified in the notice of award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.

GC-46. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under paragraph GC-25.

GC-47. USE OF PREMISES

- (a) Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Engineer and shall not unreasonably encumber the premises and/or site.
- (b) Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
- (c) Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Engineer.
- (d) A laydown area or staging area will be provided at the site and shall be chosen by City Engineer. Contractor will furnish its own weather protection if required.
- (e) No City equipment will be taken out of service or put into service without approval of City.

GC-48. ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-49. CUTTING, PATCHING, AND DIGGING

- (a) Contractor shall do all cutting, fitting or patching of its work that may be required to make its several parts come together properly and fit it to

receive or be received by work of others shown upon or reasonably implied by the Contract Documents.

- (b) Contractor shall not endanger any property of City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
- (c) Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- (d) Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-50. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or work; and at the completion of the daily work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-51. TEMPORARY FACILITIES

- (a) Except where special permission has been granted by City to use existing toilet facilities belonging to the City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Engineer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults. All temporary toilet facilities shall comply with paragraph GC-52.
- (b) Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for its work. Same shall be located and constructed in an approved manner acceptable to City Engineer. Upon completion of work or when requested by City Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
- (c) Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of City Engineer.

- (d) Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-52. SANITARY REGULATIONS AND WATER

The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

GC-53. LAWS AND ORDINANCES

The Contractor shall be fully familiar with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-54. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

GC-55. CONTRACTOR'S RISK

The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.

GC-56. SAFETY RULES

- (a) Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted

production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

- (b) Contractor is expected to establish and enforce a comprehensive safety program on this Project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from Contractor's operations. As a minimum requirement, Contractor shall review and discuss the details of its program with City Engineer at the first project meeting. The items to be covered shall include, but not necessarily be limited to,

1. Personal protective equipment;
2. First aid-personnel and facilities;
3. Arrangements for medical attention;
4. Sanitary facilities;
5. Fire protection;
6. Signs, signals, and barricades;
7. Security regulations;
8. Safety inspections;
9. Designation of persons responsible for the program;
10. Reporting forms and procedures;
11. Material handling and storage;
12. Lines of communication;
13. Determination of potential hazards;
14. Personnel safety meetings and education;
15. Access to work areas;
16. Subcontractors involvement in the program;
17. Inspections and corrective action.

GC-57. WEEKENDS, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Engineer 48 hours in advance in each case, except such work as may be necessary for the proper care, maintenance and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer; such permission, however, may be revoked at any time by the City Engineer.

GC-58. APPROVAL OF EQUALS

"Approved Equals", where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:

- (1) Contractor shall notify City in writing if it wishes to use an approved equal specifically named in the Contract Documents.
- (2) If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.

The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

GC-59. TEST OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Engineer. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Engineer in as many certified counterparts as may be required by the City Engineer.

GC-60. TESTING OF COMPLETED WORK

Before Final Acceptance, all installed and constructed equipment, devices and other work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed work required under this contract shall be made under the direction of the City Engineer.

GC-61. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

GC-62. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

GC-63. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

GC-64. PLACING WORK IN SERVICE/PARTIAL UTILIZATION

If desired by the City, portions of the Work may be placed in service when completed for partial utilization by the City, and the Contractor shall give proper access to the Work for this purpose; but such use and operation shall not constitute an acceptance of the Work, and the Contractor shall be liable for defects due to faulty construction until the entire Work under this contract is finally accepted and for such periods of time as designated in the Contract Documents or otherwise permitted by law.

GC-65. NON-DISCRIMINATION/OTHER LAWS

The Contractor agrees that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract

and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- (5) The Contractor shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by a Contractor: (a) who employs fewer than four employees during the term of such contract; or (b) whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

GC-66. FEDERAL LOBBYING ACTIVITIES

31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-67. RECORDS

Contractor shall maintain copies of records pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-68. TITLES AND SUBHEADS

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

GC-69. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-70. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-71. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas.

GC-72. VENUE

Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

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FOR

SPECIAL CONDITIONS

2015 STREET & SIDEWALK MAINTENANCE PROGRAM
(Project Description)

SKW PROJECT NO. 130099-180

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CITY OF ROELAND PARK

SPECIAL CONDITIONS

SC-1. GENERAL DESCRIPTION AND SCOPE OF WORK

The work to be performed under the provisions of these documents and the Plans and Specifications consists of the furnishing of all materials, equipment, tools and plant, and the performance of all necessary labor and the construction, installation and completion of all work required in connection with the plans.

SC-2. CONTRACT SPECIFICATIONS

The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern each item and unit of work to which such provisions apply.

When reference is made to Architect or Engineer, it shall have the same meaning as City Engineer as set forth in Paragraph GC-2 of the General Conditions

SC-3. STANDARD SPECIFICATIONS

The Kansas "Standard Specifications for State Road and Bridge Construction," Kansas Department of Transportation, latest edition, the latest edition of the Manual On Uniform Traffic Control Devices, and shall be the specifications for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

SC-4. CONTRACT DRAWINGS

The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop dimension drawings of material and equipment and the other drawings, where specified, are shown in the "Index of Sheets" on the cover sheet of the Plans.

SC-5. CONTRACT DOCUMENTS

It is expressly understood and agreed that the bound volume of Contract Documents, any plans, schedules and other drawings herein referred to, and data which

may be furnished by the Engineer as are necessary to make clear the intent of the Specifications and Plans, are each and all included in this Contract and the work shall be done fully in accordance therewith.

SC-6. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacings, driveways, curb, walks, buildings, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the Contract, shall be maintained, and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such underground construction and surface structures or parts thereof shall be made with new material conforming to the requirements of these Specifications, or if not specified, as approved by the Engineer, at the Contractor's own expense, unless otherwise provided by the Contract.

The Contractor shall be responsible for any damage caused by settlement of backfill placed beneath pavements, street, road and driveway surfacings, and drainage and other structures, and beneath yards, parkings and parks, which may occur at any time prior to and during a period of one year from and after the date of the final acceptance of work covered by the Contract; during such period the Contractor shall, at his own expense, refill all excavations where backfill settlement has occurred, and shall repair or cause to be repaired all damage to structures, pavements, surfacing and sod caused by such settlement, to the satisfaction of the City. Should the Contractor fail to repair settlements which may occur as described above within thirty (30) days after being given notice thereof, the City shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

The Contractor will be held responsible for all damage to roads, highways, shoulders, ditches, embankments, bridges, culverts and other property, caused by him or any of his Subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements which shall be satisfactory and acceptable to the owner or owners of such damaged surfaces or structures, or to their legally responsible officers, agents or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

SC-7. UTILITY MEETINGS AND UTILITY ADJUSTMENT

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Engineer will furnish plans to the utility companies for their records. These companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible

for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required by the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

SC-8. UTILITIES (RESIDENTIAL PRIVATE OWNERSHIP)

Private underground utilities, including sewer, water, gas, sprinkler systems, etc., disturbed by the Contractor within or outside the right-of-way shall be restored at the Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9. PROCESS AGENT CERTIFICATE

If the Contractor to whom the contract is awarded is not a resident of Johnson County, Kansas, he shall execute and file "Certificates of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee is required. This certificate is pursuant to the Kansas Statutes Annotated, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor from the awarding of this Contract.

SC-10. BID

The Contractor acknowledges and agrees that the unit prices shown in the Bid contemplate the construction of all facilities, complete, and in conformance with the plans and Specifications. Any items or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

SC-11. SAMPLING AND TESTING

All sampling and testing deemed necessary by the City shall be performed by a testing laboratory approved by the City. The costs of all such tests showing compliance with Specifications shall be paid by the City. However, in the event that any test indicates non-compliance with the Specifications, additional testing will be paid for by the Contractor to determine acceptability of material or methods. City reserves the right to weigh any selected truck as determined by the Engineer. Weighing costs only shall be paid by the City, any additional costs shall be at the Contractor's expense.

SC-12. COLD WEATHER OPERATIONS

Concrete shall not be placed when it appears likely that the air temperature may fall below 40 degrees Fahrenheit during or with the following 24 hour period unless preparations are made and precautions are taken to prevent damage to the concrete. The concrete surface shall not be allowed to become colder than 50 degrees Fahrenheit for five (5) days, or colder than 50 degrees Fahrenheit for three (3) days using Type III cement. Concrete shall not be placed on any frozen subgrade.

SC-13. POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sediment, debris and other substances resulting from construction activities. No sediment, debris or other substances will be permitted to enter storm sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse. Major drainage ways in the project area shall be kept clear of construction materials and equipment at all times when the contractor is not actively working in these areas.

SC-14. NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the work.

SC-15. DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or for applying water for this purpose.

SC-16. CONSTRUCTION AREA RESTORATION

All disturbed areas shall be restored to their original condition, which includes backfilling, sod, seeding, underground sprinkler systems, and any other items damaged by the Contractor.

SC-17. PRE-RESTORATION MEETING

The Contractor shall be responsible for scheduling a pre-restoration meeting within one (1) week prior to beginning final grading, select soil placement, and restoration of the sodded areas in the project. The time and location of the meeting shall be approved by the Engineer, with required attendance by the Contractor's

superintendent and any/all subcontractors involved in the restoration. The purpose of this meeting is to discuss in detail the requirements of sod restoration in the Specifications. At this meeting the Contractor shall provide:

- 1) A complete schedule of operations and proposed methods for soil preparation, sod placement, and watering.
- 2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling and watering.
- 3) The proposed source or sources of the sod, select soil, and water.
- 4) A list or set of "marked up" plans indicating the proposed location of each type of sod.
- 5) A list of at least 3 locations that the sod crew to be used on this project has placed sod within the previous 2 weeks.

SC-18. CONSTRUCTION SCHEDULE

After being awarded the Contract, the Contractor shall immediately prepare and submit for approval by the City Engineer, a construction schedule which will insure completion of the project within the contract time. The schedule shall be submitted before the Notice to Proceed is issued. No work on this Contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize work completed, identify any weather and/or utility delays encountered, and indicate work anticipated for the upcoming month. The schedule will be detailed indicating how the remaining work will be completed within the stated deadlines (the remaining work shall include identifying/incorporating utility relocation work with the project-related construction work). The progress report and schedule will be required before payment of monthly pay estimates.

If requested, a weekly construction schedule shall be submitted to the City and approved by the City Engineer. Modifications and/or revisions to the schedule shall have 24 hour notice with approval by the City Engineer.

SC-19. SUPERINTENDENT

The Contractor shall be responsible for all coordination between all phases of construction. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the work being performed, shall

terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the Contractor's obligation on the time to complete the work. The Contractor shall have no claim to the City of any expenses caused by the Contractor's failure to comply with the requirements of this paragraph.

SC-20. NOTIFICATION OF PROPERTY OWNERS

The Contractor will provide advance notification to the adjacent property owners on all phases of the operations.

SC-21. CONSTRUCTION VIDEO

The Contractor shall be responsible for video taping the limits of the construction site prior to commencing construction operations. The Contractor shall provide views of all site features, which will be affected by the proposed construction. The Contractor shall provide one video to the City to keep as a pre-construction record copy for the project.

Upon completion of the project and /or at intervals as deemed necessary by the Engineer, the Contractor shall provide additional video footage of the same views previously taped. The Contractor shall provide one video of all post construction activities at the completion of the project.

No direct or separate payment will be made for Construction Video.

SC-22. DELAYED WORK ORDER

The City reserves the right and may delay work order on certain portions of work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of work. A partial work order may be issued by the City for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer, such clearing would expedite utility relocation. Also, the City may issue partial work orders for certain items of work after partial utility relocations have been made. No charge shall be made by the City or the Contractor for delays arising from the issuance of such work orders other than provided for in the General Conditions.

SC-23. TREE PROTECTION

It is most important that trees not to be removed be protected from all damage or removal. Any action that may endanger the health of such trees, such as parking equipment under trees, or stockpiling of earth or other material under them, is specifically prohibited.

The Contractor shall erect a suitable fence as close to the tree drip line as possible of all trees to be saved near the grading limits. This fence shall remain intact at least until final grading or at least until it interferes with construction.

If any branches of trees to remain in place must be trimmed, they shall be cut only with the approval of the Engineer and utilizing the best techniques to avoid unnecessary pruning of or damage to the tree.

Where storm sewers or other subsurface work must be carried out in the root zone of trees that are to remain in place, all roots of 2 inch diameter or larger shall be carefully preserved by tunneling.

Costs associated with tree protection shall be spread over other items of work and no direct or separate payment will be made for tree protection.

SC-24. RIGHT-OF-WAY

Right-of-way and easements are currently available.

The Contractor shall confine his construction operations to the right-of-way limits and easements provided for the project. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The Engineer shall be informed as to any arrangements that Contractor makes on his behalf in these matters.

SC-25. CONSTRUCTION LIMITATIONS

The construction sequence for the required work shall be in accordance with the traffic control as shown on the plans. The following limitations shall apply as well:

- A) The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.
- B) All trees that are designated to be saved shall be protected prior to equipment being moved onto the project site.

DETAILED SPECIFICATIONS

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DETAILED SPECIFICATIONS

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DIVISION 1
GENERAL REQUIREMENTS
SUMMARY OF WORK

130099-180

01010-1

1.01 GENERAL

Work covers construction of the 2015 Street & Sidewalk Maintenance Program in the City of Roeland Park, Kansas as stipulated in the plans, specifications and other Contract Documents.

1.02 CONSTRUCTION LIMITS

All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the plans, except for agreements the Contractor may make with the adjacent property owners. Any agreements made between contractor and resident, as it pertains to the work in this contract shall be in the form of a written agreement with copy provided to the engineer and owner.

END OF SECTION

1.01 GENERAL

The work of 2015 Street & Sidewalk Maintenance Program shall conform to Shafer, Kline & Warren, Inc. (SKW) No. 130099-180, Sheets 1 thru 3.

The work shall also conform to specifications, plans and details issued by, or approved by, an authorized representative or manufacturer of products used for this project.

2.01 PLANS

Plans for this project are designated and numbered as follows:

Index to Sheets

<u>Sheet No.</u>	<u>Title</u>
1	Title Sheet
2	Howe Drive and 56th Street at Sherwood Drive
3	Typical Sections and Details

END OF SECTION

1.01 GENERAL

All work shown in the plans or referred to in the technical specifications and not specifically set forth in the Itemized Proposal as a pay item shall be considered a subsidiary obligation of the contractor and all costs in connection therewith shall be included in the prices named in the proposal.

END OF SECTION

1.01 GENERAL

The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work for the duration of this project. In the absence of the Contractor or representative, suitable communication equipment which will assure receipt of messages within 1 hour during the course of the work day will be required.

The Contractor shall designate, in writing, a duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) shall be official liaison between the Owner and Contractor regarding the signing of pay estimate, change orders, work day reports and other forms necessary for communication and project status inquiries. Upon project commencement the Owner shall be notified, in writing, within 5 working days of any changes in the Contractor's representative(s)

2.01 PAYMENT

No separate payment will be made for "Job Site Administration". All costs pertaining thereto shall be included in the contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

All land corner monuments shall be set by a registered land surveyor.

Existing land corner monuments shall be carefully preserved. Before disturbing existing monuments within the limits of the work, the Contractor shall give sufficient notification so that the Surveyor can set reference points beyond the limits of the work. Before disturbing such corners, the Contractor shall obtain verification directly from the Surveyor that such reference points have been set.

Existing land corner monuments without monument boxes shall be reset as shown on the Plans. Materials shown shall be furnished and set by the Contractor at the location provided by the Surveyor.

2.01 PAYMENT

No separate payment will be made for surveying and layout work for monument boxes. All cost pertaining thereto shall be included in contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

- A. General Conditions, Article GC-2, is supplemented by the provision of this article.

1.02 Where referred to in the Technical Specifications or Plans, portions of the following standard specifications are incorporated into the Contract, subject to the conditions of the paragraph below.

- A. "Sanitary Sewer Specifications and Standards," dated 1992 prepared by APWA, available on the web from www.kcapwa.net/specifications.asp
- B. DIVISION II "Construction and Materials Specifications" Sections 2000 through 2400, dated 1981, prepared by APWA, available on the web from www.kcapwa.net/specifications.asp
- C. "MCIB Sections and Bulletins": The "Sections" of the "Approved Standard Concrete Specifications" and "Bulletins" issued by MCIB, available from MCIB, office of Sharon Schick, 9614 Howe Drive, Overland Park, Kansas 66206, telephone (913) 649-2272.
- D. "Standard Specifications for State Road and Bridge", dated 1990, hereinafter referred to as "Kansas Highway Specifications," prepared by the Kansas Department of Transportation (KDOT).
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", 2003 edition hereinafter referred to as "MUTCD", for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- F. Other standard specifications where referred to in said Special Conditions, Specifications or Plans.
- G. The above named standard specifications may be seen at the office of the Engineer and may be purchased as indicated. The successful bidder shall obtain a sufficient number of copies of the standard specifications so incorporated as are required for the proper prosecution of this Contract.

1.03 Wherever a part of any of the above named standard specifications is referred to in the Technical Specifications or Plans, the following conditions shall apply unless otherwise provided in the Technical Specifications or Plans:

- A. Only the specifically referred to part of the standard specification shall apply to this Contract. Whenever any provision of a standard specification conflicts with any of the Contract Documents as defined in the General Conditions, Article GC-1, said Contract Documents shall govern.
- B. Wherever, in a referred part of a standard specification, there is reference to another part of the same standard specification or to another specification or code, all such references are incorporated into the Contract, except as otherwise provided in the Technical

Specifications or Plans. Where said referred to other part of the same published specification or another specification or code has been amended anywhere in the Technical Specifications or Plans, the amended provisions shall govern.

- C. References in the standard specifications to "Owner", "Commission", "Highway Commission", "Chief Engineer", or "Director" shall be understood to be references to "Owner", "Purchaser" or "Party of the First Part".
- D. References to "Engineer" or "Architect" in the standard specifications shall be understood to be references to "Engineer" as defined in the General Conditions, Article GC-2.
- E. References to "Contractor" in the standard specifications shall be understood to be references to "Contractor" or "Party of the Second Part" as defined in the General Conditions, Article GC-2.
- F. References to Regulations of the Contract. "General Provisions and Covenants", "General Provisions" and "General Clauses and Covenants" in the standard specifications shall be understood to be references to the General Conditions.
- G. References to "Specifications", "Technical Specifications", "Construction Specifications", "Special Provisions" and "Special Conditions" in the standard specifications shall be understood to be references to the "Technical Specifications".
- H. Abbreviations: Where ever in these Technical Specifications and Contract Documents the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.
 - 1. AAN - American Association of Nurserymen
 - 2. AAR - Association of American Railroads
 - 3. AASHTO - American Association of State Highway & Transportation Officials.
 - 4. ACI - American Concrete Institute
 - 5. AGC - Associated General Contractors of America
 - 6. AIA - American Institute of Architects
 - 7. AISC - American Institute of Steel Construction
 - 8. ANSI - American National Standards Institute

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| 9. | APWA | - Kansas City Metropolitan Chapter of the American Public Works Association |
| 10. | ARA | - American Railway Association |
| 11. | AREA | - American Railway Engineering Association |
| 12. | ASCE | - American Society of Civil Engineers |
| 13. | ASLA | - American Society of Landscape Architects |
| 14. | ASME | - American Society of Mechanical Engineers |
| 15. | ASTM | - American Society of Testing Materials |
| 16. | AWPA | - American Wood Preservers' Association |
| 17. | AWS | - American Welding Society |
| 18. | AWWA | - American Water Works Association |
| 19. | CRSI | - Concrete Reinforcing Steel Institute |
| 20. | FHWA | - Federal Highway Administration - Department of Transportation |
| 21. | FSS | - Federal Specifications and Standards, General Services Administration |
| 22. | ITE | - Institute of Traffic Engineers |
| 23. | MCIB | - Mid-West Concrete Industry Board, Inc. |
| 24. | NEC | - National Electrical Code, National Fire Protection Association |
| 25. | NEMA | - National Electrical Manufacturers Association |
| 26. | NRMCA | - National Ready Mixed Concrete Association |
| 27. | PS | - U.S. Product Standard, U.S. Department of Commerce |
| 28. | KCMMB | - Kansas City Metro Materials Board |
| 29. | SAE | - Society of Automotive Engineers |
| 30. | CIP | - Cast Iron Pipe |

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|-----|------|----------------------------------|
| 31. | DIP | - Ductile Iron Pipe |
| 32. | RCP | - Reinforced Concrete Pipe |
| 33. | CMP | - Corrugated Metal Pipe |
| 34. | CMPA | - Corrugated Metal Pipe Arch |
| 35. | VCP | - Vitrified Clay Pipe |
| 36. | ABS | - ABS Composite Sewer Pipe |
| 37. | PVC | - Poly Vinyl Chloride Sewer Pipe |

1.04 The following definitions are supplementary to Regulations of the Contract, Article GC-2.

- A. Street, Road or Alley: The whole area within the right-of-way limits.
- B. Land, Right-of-Way or Easement: The land provided by the Owner upon which to construct the work.
- C. Temporary Construction Easement: The land provided by the Owner for use by the Contractor during the construction of the work.
- D. Sub-Grade: Sub-grade is that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.
- E. Pavement: Pavement is the rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.
- F. Concrete: Portland cement concrete.

END OF SECTION

1.01 GENERAL

Prior to starting work, a preconstruction conference will be held to discuss the project, its scheduling and its coordination with the work of others. It is expected that this conference will be attended by representatives of the Owner, the Engineer, the Contractor and his subcontractors, utility representatives, as well as representatives of any other affected agencies which the Owner may wish to invite. The contractor shall bring to the conference a tentative schedule of construction progress, shop drawing submittals and other required project submittals and certifications.

END OF SECTION

1.01 GENERAL

Scheduling shall provide for the least practical inconvenience to the traveling public and to residents along the project.

1.02 SUBMISSION AND CONCURRENCE

- A. Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall not only indicate the sequence of the work but also the time of starting and completion of each part. The schedule shall be submitted to the Engineer for his concurrence.
- B. The Engineer may require the Contractor to add to his plant, equipment, or construction forces, as well as increase working hours, if operations fall behind schedule at any time during the construction period.

1.03 PROGRESS REPORTS

- A. A progress report shall be furnished to Engineer with each application for progress payment. If the work falls behind schedule, contractor shall submit additional progress reports at such intervals as Engineer may request.
- B. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effects on the construction schedule, and proposed corrective actions. Any work reported complete, but which is not readily apparent to Engineer, must be substantiated with satisfactory evidence.
- C. Each progress report shall also include three (3) copies of the accepted graphic schedule marked to indicate actual progress.

1.04 WINTER SHUT-DOWN

If the project is shut down over a winter, the area shall be left in a safe condition for the winter. The Contractor shall maintain the project over the winter shutdown period in a manner that there will be no undue hardship or inconveniences to the neighborhood residents or traveling public and in a manner approved by the Owner. Manholes and valve boxes projecting above the base shall be ramped with temporary bituminous cold-mix or asphaltic concrete in order to facilitate the Owner's snow plowing. The temporary surfacing for through traffic shall have a bituminous cold-mix surface as part of the temporary surfacing. Access shall be provided to all properties. Any temporary surfacing required during winter shut-down shall be furnished, placed and maintained at the Contractor's expense.

END OF SECTION

1.01 CONTRACTOR'S RESPONSIBILITY AND TESTING

- A. The Contractor will be fully responsible for complying with the (Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure himself of full compliance. Copies of such certificates and test reports shall be furnished the Engineer, prior to payment of pay items.
- B. Manufacturers shall provide test facilities and personnel as required by the Technical Specifications and shall have such tests made as required to assure full compliance with the Contract Documents.

1.02 CERTIFICATES OF COMPLIANCE

- A. The Contractor, prior to payment for the pay items, shall submit, in triplicate, certificate of compliance from manufacturers, producers, fabricators and suppliers of items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.
- B. Whenever the items so certified deviate from the requirements of the Technical Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the Engineer in writing, then the Engineer's approval of such certifications will not constitute approval of the deviations.
- C. Said certificates may be accepted by the Owner and Engineer as adequate evidence of compliance with the Contract Documents. However, at its option, the Owner may test any or all of said items for compliance. If found to be in compliance with the Contract Documents, the cost of testing will be borne by the Owner. If found to be not in compliance, the Contractor shall pay for such testing.

1.03 REQUIREMENTS FOR CERTIFICATIONS, SHOP DRAWINGS AND TESTING

- A. Specific requirements for certifications, shop drawings and testing are given in the following subparagraphs.
- B. Manufactured items, as follows, will require certificates of compliance, with shop drawings, catalog data or installation instructions where so indicated.
 - 1. Reinforced concrete pipe, fittings and specials. (Shop drawings required for all fittings and specials, including branch connections, and riser manholes.)
 - 2. Joint materials for reinforced concrete pipe.
 - 3. Corrugated steel pipe, fittings and specials (Shop drawings required as in Item 1. above.)
 - 4. Ductile and cast iron pipe and fittings.
 - 5. Asphalt cement for asphaltic concrete.
 - 6. Portland cement.
 - 7. Brick and mortar.
 - 8. Precast concrete manholes and inlets.

9. Reinforcing steel and welded wire fabric for all reinforced concrete work.
 10. Structural steel and metal work (Shop drawings required for fabricated items).
 11. Iron castings.
 12. Fertilizer, seed and mulch.
 13. Sod (considered as manufactured material for compliance purposes). Engineer shall be given opportunity to inspect sod field prior to delivery to project.
 14. Paver bricks.
 15. Street light luminaries and miscellaneous light equipment.
 16. Traffic signal equipment.
 17. Precast reinforced concrete box culverts. (Shop drawings required for construction layout and sequencing, culvert segments, and RCP connections.)
 18. Other items if Owner requests them.
- C. Rock and sand products will require certificates of compliance, as follows:
1. Aggregates for portland cement.
 2. Aggregates for asphaltic concrete.
 3. Aggregates for granular fill (pipe bedding or underdrains).
- D. Backfill: It is recognized that, due to mixing of types of materials found in City Construction, it may sometimes be difficult to correlate actual performance with test results. The Engineer may make notations of waiver on certain field moisture-density test reports when, in his judgment, the Specification requirements have been met on the basis of visual inspection and the test reports do not truly indicate the field condition. However, the Contractor will be fully responsible for settlement of backfill as provided in Regulations of the Contract, Article GC-45.
- E. Concrete:
1. The actual mix proportions shall be determined by the Contractor, based on satisfactory experience with the proposed materials and MCIB mix. Mix proportions, typical test reports and complete data on materials and plant, supporting their acceptability under the Specifications, shall be submitted to the Engineer in triplicate for concurrence before beginning concrete work.
 2. Acceptance of Concrete for strength shall be as stipulated in Article 5.02 of MCIB Section 5.
 3. Air content shall be measured in accordance with the requirements of ASTM C 173.
 4. Visual inspections and tests for performance of concrete may be made by the Engineer to satisfy himself that consistency, air content, minimum compressive strength, materials, gradation and cement content are in compliance with the Technical Specifications. Such inspections and tests will be in accordance with MCIB Bulletin No. 6, "Concrete Inspection," and the applicable parts of MCIB Section 5, "Concrete Mix Design Tables."
- F. Asphaltic Concrete Mix: The provisions of item 1. of paragraph E. above shall apply to asphaltic concrete mix, except delete the reference to "MCIB."

END OF SECTION

1.01 GENERAL**A. Subgrade:****1. Roadway:**

- a. During the progress of the work, in-place density and moisture content of the embankment shall be determined by the Standard Method of Test for Density of Soil in Place by the Sand-Cone Method, A.S.T.M. D-1556; or by Nuclear Methods, A.S.T.M. D-2922. All material between lines 1 foot (30.48 cm) behind back of curb and within the top 6 inches (15.24 cm) of the subgrade shall be compacted to 95 percent of maximum density for the material as determined by A.S.T.M. D-698 and with a tolerance of minus 3 percent and plus 3 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained. Density and moisture content shall be determined before laying any asphaltic concrete base and before placing curb and gutter when directed by the Engineer. Tests shall be made within 24 hours in advance of paving at approximately 100-foot intervals, or as directed by the Engineer.

2. Trenching, Backfilling and Compaction:

- a. All materials and construction shall conform to Section 02600 "APWA Specifications", except as otherwise specified herein. Soil compaction testing and other required testing will be determined by the following standards:

Standards: (Tests shall comply with the latest revisions)

- 1) ASTM C136, Sieve or Screen Analysis of Fine and Coarse Aggregates.
- 2) ASTM D2922, Density of Soil in Place and Soil Aggregate in Place by Nuclear Methods.
- 3) ASTM D2167, Density of Soil in Place by the Rubber Balloon Method.
- 4) ASTM D1556 Density of Soil in Place by Sand-Cone Method.
- 5) ASTM D698, Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5 lb. Rammer and 12 in. Drop.
- 6) ASTM D2487, Classification of Soils for Engineering Purposes. Wherever the Terms, "90% of Maximum Density" or "Optimum Moisture", are used, Maximum Density and Optimum moisture shall be determined by the standard compaction test described above.
- 7) All trench backfill above pipe embedment shall conform to one of the following specifications:
 - (a) 90% compacted backfill. Under streets, drives, or state or county highways surfaced with gravel, crushed stone, "blacktop" or other low or intermediate type surfacing. In street, road, highway, railway or alley rights-of-way. In traveled ways. In established lawns. Any line within 5 feet of back of curb or 5 feet of street surfacing if not curb either perpendicular to or parallel to the street shall be considered as under the street surfacing, and 90% compaction shall apply.
 - (b) 95% compacted backfill.

Under concrete, asphaltic concrete, brick, concrete structures or other high type pavements. Under concrete walks, curbs, gutters and culverts. Under all types of street surfacing where trench cut is approximately at right angle to roadway.

- (c) In areas not listed above, backfill shall be compacted to a density equal to the surrounding ground.
- b. Frequency of testing and location of test shall be determined by the Owner's representative and testing laboratory personnel to assure compliance with specification requirements.

B. Concrete:

Tests of concrete material and cylinders will be made by the laboratory for each day's significant pour over 5 cubic yards unless otherwise approved by the Engineer. The following tests shall be run:

- 1. Air content
- 2. Slump
- 3. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

3.01 Construction procedures shall be coordinated with the Engineer so that determination of compliance with moisture and density requirements can be made.

Copies of all test reports shall be sent by the testing lab not later than seven days after completion of tests to the following:

- One copy to Owner
- One copy to Contractor
- One copy to Shafer, Kline & Warren, Inc. (SKW)

The Owner will arrange for testing laboratories to perform such routine testing as desired by the Owner. Such testing, or failure to test, on the part of the Owner shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents. Testing services arranged for by the Owner will be paid for by the Owner only if results are found to be in compliance with the Contract Documents. In the event that any test indicates non-compliance with the specifications, at least one additional test will be paid for by the Contractor to determine acceptability of material or methods.

END OF SECTION

1.01 GENERAL

Temporary facilities and controls required for this work include, but are not necessarily limited to:

Temporary utilities such as gas, water, electricity and telephone.

Sanitary facilities.

Enclosures such as tarpaulins, barricades, and canopies.

Schedule of work and controls.

2.01 TEMPORARY UTILITIES

A. General:

Provide and pay all cost for all gas, water and electricity required for the performance of the work.

B. Temporary piping:

Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.

2.02 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any regulations of the State of Kansas or federal government which apply to this matter in the geographical area of the work. The determination as to whether excessive dust is becoming airborne shall be by the Engineer. When directed by the Engineer, the Contractor shall take appropriate dust control measures satisfactory to the Engineer. No separate payment will be made for performing dust control or for applying water for this purpose.

2.03 CLEANUP

A. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the site in a neat and orderly condition during the progress of the work. The Contractor shall, as directed by the Engineer, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations.

B. The Contractor shall clean up all dirt from paved surfaces, not allowing same to pack on the roadway or create a traffic nuisance. No direct payment will be made for work within the scope of this Article.

2.04 DEBRIS CONTROL

During construction, care shall be taken to ensure public safety. After placing of concrete, the Contractor shall be responsible for removing all forms (after a minimum waiting period of fourteen (14) hours), backfilling of the form excavation, replacement of any material removed or disturbed, and removal of dirt, concrete splatters and overspray from buildings and other structures.

2.05 SANITARY FACILITIES

Furnish and install all required temporary toilet buildings with sanitary toilets for use by all personnel.

Comply with all minimum requirements of all public agencies having jurisdiction. Maintain in a sanitary condition at all times.

2.06 ENCLOSURES

Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.

2.07 TREE PROTECTION

Trees inside project limits shall be protected with barricades. Barricades shall be same material as construction fence and located as close to the tree drip line as possible.

2.08 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least notice consistent with efficient performance of the work.

2.09 WASTE AREA AND MATERIAL STORAGE

The Contractor shall make his own arrangements for material and equipment storage areas, field office location, and waste area. When private properties are used for any of the preceding reasons, the Contractor shall contact the Engineer or his representative, prior to usage of the property, to form a three party agreement between the Owner, the Contractor and the Property Owner.

2.10 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and water courses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or water course other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any drain or water course.

3.01 REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

3.02 SAFETY

Erection and maintenance of all safety barricades, shoring, fences, and other devices necessary for safe conditions to protect the work, equipment, workmen, public and others, shall be the responsibility of the Contractor. The Contractor shall erect or construct such devices as conditions may require and shall maintain them to provide safe conditions throughout the construction period.

3.03 PAYMENT

No separate payment will be made for this item. All costs shall be included in the contract unit prices for other items.

END OF SECTION

1.01 GENERAL

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them provided that maintenance of traffic will not be required where the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic for the duration of time as may be agreed upon.
- B. The Contractor shall present a work schedule and a plan for handling traffic during construction for review and approval by the Owner before commencing any work. The traffic control plan shall be certified by an ATSSA Worksite Traffic Supervisor.
- C. Contractor shall obtain required permits 15 days in advance of proposed closure date in order to allow sufficient time for public notification.

1.02 WHEN WORK NOT IN PROGRESS

The work shall be cleaned up at the end of each working day and temporary surfacing shall be placed such that access will be had to all driveways during the night, weekends, holidays and other days when work is not in progress and when the stage of the work does not directly interfere with the drive. The Engineer, at his discretion, may grant short-term exceptions to this requirement in connection with preparing sub-grade and paving.

1.03 CONTACT PERSON

The Contractor shall designate a person (with phone number) who can be called by the City during the night, weekends, holidays and other days when work is not in progress. The Contractor will be responsible, through this person, for making such temporary repairs during said periods as may be needed to meet the requirements of paragraph 1.02 above.

1.04 THROUGH TRAFFIC AND LOCAL TRAFFIC

- A. The Contractor shall accommodate one lane of travel in each direction throughout the duration of the project.
- B. The Contractor shall handle local traffic along the project in accordance with the applicable sub-sections of Section 107 of the Kansas Highway Specifications. Local traffic includes the traffic to and from side streets in which there is no other outlet.
- B. Where required to provide access for local traffic and when directed by the Engineer, the Contractor shall provide and maintain temporary surfacing consisting of crushed stone. The crushed stone for temporary surfacing shall meet the requirements of Section 306 of the Kansas Highway Specifications for Type AB-1 Aggregate, unless the Engineer agrees to a different gradation because of site conditions.

- C. Driveway entrances steps and finish grading shall be completed as soon as practicable so that access may be had from the street adjacent property as soon as possible.

2.01 TRAFFIC CONTROL DEVICES

- A. In addition to traffic control devices shown on the plans, the Contractor shall provide and maintain all barricades, cones, construction warning signs, flagmen, temporary pavement marking, and incidental devices to protect the traveling public and the Contractor's personnel or equipment on the job site. During all phases of construction, the Contractor shall display the required signs. Any traffic control device not in use shall be either covered, removed, or turned away from the view of on-coming traffic. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current, both in legend and function. Temporary pavement marking shall be plastic or paint.
- B. All traffic control devices, design, installation and maintenance of the devices, shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highway," 2003 edition, and its most current revisions. No substitutions for the devices required by the above referenced manual will be allowed without the written approval of the Engineer.

2.02 INSPECTION

The project representative on this project will make daily inspections of the traffic control devices installed as part of this contract and maintain an accurate record of any maintenance required and the date on which it was completed.

2.02 MAINTENANCE OF TRAFFIC CONTROL DEVICES

The Contractor will be required, at the time of the preconstruction conference, to detail a method by which the maintenance of the required traffic control devices will be accomplished during the working and non-working hours. The Contractor shall assign a specific person to be responsible for the installation and maintenance of traffic control devices. This information shall be provided to the Owner. The Contractor may, at his option, establish a maintenance agreement, approved by the Owner, with one of the area sign companies to supply, install and maintain required traffic control devices throughout the duration of this project. When the traffic control devices are no longer needed, immediate removal of said devices shall be included in this agreement.

2.03 UTILITIES

Damage to existing utilities during construction of this project which requires immediate repairs and which would necessitate the utility company or the Contractor to work in any manner other than described herein, may be considered an "Emergency." When the Owner declares an Emergency, the work shall proceed on a 24-hour a day basis until such time as the roadway can return to normal traffic and all costs, including cost for additional traffic control will be the sole responsibility of the Contractor.

2.04 EMERGENCY VEHICLE ACCESS

The Contractor shall coordinate his work with public safety officials for emergency vehicle access.

2.05 COMMUNICATIONS WITH PROPERTY OWNERS AND TENANTS

- A. The Contractor shall endeavor, with the cooperation and concurrence of the Owner, to communicate with property owners and tenants affected by the work. Such communications may be both written and verbal. The emphasis shall be on advance notification and explanation of how the property owner or tenant will be affected during the course of the work.
- B. The Contractor shall investigate, answer and take care of complaints from property owners and tenants in connection with his work during the progress thereof.

2.06 ADDITIONAL TRAFFIC CONTROL DEVICES

The Owner or the Owners Representative may inspect the work area at various times to determine if any additional traffic control devices are necessary or if any maintenance is required to the traffic control devices in place. Any traffic control device which requires maintenance or any additional traffic control needs found during these inspections will be reported to the Contractor. It will be the responsibility of the Contractor to perform the necessary maintenance or provide additional traffic control devices as requested by the Engineer. Failure to comply with this request will result in suspension of work in the street right-of-way until approval is obtained. No separate payment will be made for additional traffic control devices.

2.07 EXISTING TRAFFIC SIGNS, STOP SIGNS, AND STREET SIGNS

All existing traffic signs, stop signs, and street signs in the way of the work shall be carefully removed by the Contractor and replaced. The required function of stop signs and other signs affecting driver safety shall be preserved by the Contractor whenever a street is open to traffic.

Upon completion of the project, all street signs shall be reset by the Contractor as approved by the Engineer. No separate payment will be made for this work.

3.01 PAYMENT

Payment for furnishing, placement, maintenance and removal of all necessary Traffic Control Devices shall be included in the lump sum bid price for "Traffic Control" as listed in the proposal.

END OF SECTION

1.01 GENERAL

- A. At various locations along the project, post-mounted mail boxes may be located within the construction limits. These mail boxes must be maintained in service during and following construction. This may involve moving and resetting the mail boxes, and it may involve setting them temporarily while the work is in progress.
- B. The Contractor shall be solely responsible for these mail boxes during construction and for the final setting of them following construction.
- C. The final setting shall conform to the requirements of the U.S. Postal Service. Existing materials may be used if they are still in good condition following the construction. New materials needed to make proper settings shall be furnished by the Contractor.
- D. As far as possible, no mail box shall be finally set in a sidewalk or closer than three feet to a drive apron. Final setting shall be as close as possible to the original setting.

2.01 PAYMENT

All work and material used in connection with the resetting of the mail boxes shall be considered subsidiary to other items of construction and no direct payment will be made for it.

END OF SECTION

1.01 GENERAL

- A. The Contractor shall make his own arrangements for material and equipment storage areas.
- B. The Contractor shall not unreasonably encumber site with materials or equipment.
- C. The Contractor shall assume full responsibility for protection and safekeeping of products stored on premises, and move any stored products which interfere with operations of the Owner.

2.01 PAYMENT

No separate payment will be made for "Material and Equipment Storage". All costs pertaining thereto shall be included in the contract prices for other items as listed in the Proposal.

END OF SECTION

1.01 GENERAL

For a period of time, from the inception of the contract to three years from the date of final payment under the contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the Owner or of any other agency which has contributed funds in connection with the contract or to which the Owner is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this contract.

END OF SECTION

1.01 GENERAL

- A. An investigation of subsoil has not been made for this project. No classification of material shall be made. Ground water and rock may be encountered in excavations. Depth of ground water may vary seasonally.

1.02 ADDITIONAL INFORMATION

- A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Such exploratory excavation shall be made in a manner and location that will not disturb piping or buried electrical lines.
- B. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of rock or water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.

END OF SECTION

1.01 GENERAL

Demolition and site Preparation shall be done in accordance with Section 2101 of the "APWA Specifications".

- A. This shall include the removal of all existing culverts, walls, pavements, steps, and other improvements and appurtenances, as required to construct the proposed improvements. Materials unsuitable for embankment shall become the Contractor's property and shall be disposed of off the construction site.
- B. This shall consist of clearing and grubbing including removal of all unsuitable materials such as brush, stumps, rubbish and trees marked for removal that are within the construction site limits. These unsuitable materials are the Contractor's property and shall be disposed of properly. The plans may not show all items to be removed. Other removals shall be as approved or directed by the Engineer. No additional payment will be made for such additional removals, except for individual tree removal as defined in Part 3.06 of this section.

1.02 PROTECTION

This shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal. The Contractor shall comply with all laws, ordinances, applicable safety code requirements and regulations relative to the demolition and clearing called for and the protection of life and property. He shall be responsible for all damage caused by his operations. The contractor shall erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall replace or repair any structures, equipment, piping or facilities not scheduled for removal, but damaged during course of the work.

1.03 NOTIFICATION

The Contractor shall notify the Owner and secure approval at least three days prior to beginning demolition. The Owner shall remove any material and equipment he desires. Contractor may proceed with demolition after the Owner has removed the material and equipment he desires to keep.

3.01 BLASTING

No blasting will be allowed.

3.02 GRUBBING

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
1. Limits of grubbing:
The area to be grubbed shall include all area within the construction site limits.
 2. Materials:
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of two (2) feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
 3. Filling of holes:
All holes caused by grubbing operations shall be backfilled and compacted in accordance with the applicable provisions of these specifications and to the level of the surrounding ground surface.
 4. Disposal:
Products of grubbing shall be disposed of away from the site.

3.03 BURNING

No burning will be allowed.

3.04 CLEARING

The Contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

3.05 PLUGGING EXISTING PIPES

All existing pipes and structures that need to be plugged where directed by the Engineer, shall be permanently sealed with bulkheads constructed of concrete or brick masonry having a minimum thickness of 12 inches. No direct payment will be made for this work.

3.06 REMOVAL

- A. The Engineer will designate individual tree which meet this definition for removal. The Engineer will also designate all trees, shrubs and plants within the construction limits that are to remain.

All other vegetation within the construction limits shall be removed and properly disposed of.

- B. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction, within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- C. Removing Pavement:
1. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
 2. Where part of the existing concrete curb, asphalt pavement or driveway is to be removed at locations other than construction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of two (2) inches or one fourth (1/4) the existing slab, whichever is greater. Water shall be used, as required, to control concrete dust during sawing operations. In order to provide true alignment and a vertical face against which the replacement concrete can be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be resawed behind the limits of the chip or crack. Sawing shall be along a line parallel to or perpendicular with the nearest joint, except as otherwise specified by the Engineer, to assure uniform appearance.
 3. No separate payment will be made for sawing concrete. All cost shall be included in the unit prices for other items as listed in the Proposal.

3.07 PAYMENT

Payment will be made at the contract Lump Sum price for "Clearing and Demolition" as listed in the proposal.

END OF SECTION

1.01 GENERAL

- A. The work of this section shall consist of relaying or connecting miscellaneous small drain lines or sanitary sewer service lines which may be encountered during roadway construction.
- B. Where the locations or grades of items described are shown on the Plans, the information is considered approximate only, and no guarantee is made as to the accuracy or completeness thereof. It is anticipated that unknown items not shown on the plans will also be uncovered during roadway excavations and shall require adjustment as specified herein.
- C. Relocations or adjustments to facilities owned by Kansas Gas Service, Time Warner Cable, AT &T , Kansas City Power and Light, and WaterOne will be accomplished by the utility company at no cost to the Contractor.
- D. The Owner will endeavor to have all necessary adjustments or relocations of public or private utility facilities in direct conflict with the roadway work made as soon as practicable. Such adjustments or relocations will be made at no cost to the Contractor. Some adjustments or relocations may be completed before the Contractor progresses to the points affected. Under some circumstances, however, such adjustments or relocations may have to be performed during the Contractor's construction. The Contractor shall be responsible for coordinating his work with that of the utility owners or their contractors so as to cause the least possible delay in work.
- E. It is anticipated that sanitary sewer house service pipes, and miscellaneous small drain pipes will be encountered in excavation for roadway, storm sewers and structures. Locations are generally unknown and, generally, no attempt has been made to show them on the plans. These pipes, whether shown on the plans or not, shall be relaid as directed, furnishing all necessary materials, to provide satisfactory cover and grade. Sanitary sewage shall not be allowed to run uncontrolled over the ground or into any watercourse. The sanitary sewage shall be directed back into the sanitary sewer system.
- F. The Contractor is responsible for the maintenance of service of all sewer lines damaged by the Contractor's operations.
- G. Sanitary Sewer service lines found to be in conflict with proposed storm sewer shall be adjusted and relayed to the extent needed to avoid the proposed storm sewer. Use Johnson County Wastewater (JCW) Standard Specifications and Details. All Sanitary Related Work must be completed in accordance with JCW Standard Specifications and by a JCW Pre-Qualified Contractor. All repairs, modifications, or adjustments require inspection by JCW. Sanitary sewer service line replacements will be paid at the contract unit price, per each, as needed.
- H. The Engineer will furnish plans to the utility companies for their records.

2.01 All work and materials required to install, relay, and connect small miscellaneous drain pipes shall conform to the details on the Plans.

- A. Miscellaneous small drain pipes shall be intercepted and brought to a point of underground or surface discharge, as shown on the Plans and as directed.
- B. Underground discharge may be to a new or existing storm sewer pipe, or may be to a new or existing drainage structure. In either case the pipe shall be tightly grouted into the structure and supported to the first joint with concrete.
- C. Surface discharge may be to a ditch or through curbing as shown on the Plans.

3.01 MEASUREMENT AND PAYMENT

- A. No measurement or payment shall be made for installing, relaying and connecting small existing drain pipes. All costs shall be included in the contract unit prices for other items.
- B. Payment for the amount of sanitary sewer service line replacements completed and accepted shall be paid for at the contract unit price, per each, for “sanitary sewer service line replacement.”

END OF SECTION

1.01 SCOPE

This part of the specifications covers excavation, fills and embankments, trenching and backfill work and shall include the preparation of the site; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material; all necessary sheeting, shoring and protection work; preparation of subgrade, pumping and dewatering as necessary or required; preservation of natural features; backfilling; compacting embankment; pipe embedment; surfacing and grading; and other appurtenant work.

2.01 GENERAL REQUIREMENTS

- A. Excavation and embankment along the improvement shall be in accordance with Sections 2102 and 2602 of the APWA Specifications where applicable, except as herein modified.
- B. Excavation work shall be performed in a safe and proper manner, with suitable precautions being taken against hazards of every kind. Excavations shall provide adequate working space and clearances for the work to be performed therein.
- C. Grading outside of culvert walls and on slopes shall be done with equipment of suitable size for the work contemplated.
- D. All grading shall be done to the lines and grades shown on the plans and cross sections.
- E. Subgrade surfaces shall be clean and free of loose material of any kind when concrete is placed thereon.
- F. If areas of questionable drainage are encountered, the Contractor shall immediately notify the Engineer.
- G. 6" select pulverized topsoil shall be placed in the areas to be seeded or sodded.
- H. Excavations shall provide adequate clearance for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.
- I. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the Engineer. No backfill, fill or embankment materials shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill, fill or embankments.
- J. When operating on pavements or walks all equipment shall be rubber tired, except for excavation equipment. Excavating equipment, in such cases, shall not have grousers, cleats or lugs on the tracks. The Contractor shall take all reasonable precautions to protect the existing pavements and walks.

3.01 BORROW MATERIAL

The Contractor shall supply any necessary borrow material from a borrow area off the job site at his expense. The borrow area shall be obtained by the Contractor at his sole expense. Borrow materials shall be approved by the Engineer before they are transported to the site of the project.

3.02 CLASSIFICATION OF EXCAVATED MATERIALS

No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition, or condition thereof.

3.03 SITE PREPARATION

All sites to be occupied by permanent construction or embankments shall be cleared of all logs, trees, roots, brush, tree trimmings and other objectionable materials and debris. All stumps shall be grubbed. In addition, the subgrade for fills and embankments shall be cleaned and stripped of all surface vegetation, sod and organic topsoil. All combustible and other waste materials shall be removed from the site and disposed of by and at the expense of the Contractor. All fire regulations and other safety precautions shall be observed when combustible materials are disposed of by burning.

3.04 BLASTING

No blasting will be allowed.

4.01 PRESERVATION OF TREES, SHRUBS, FLOWERS, ETC.

See applicable portions of Section 02110 for preservation of trees, shrubs, flowers, etc.

5.01 SUBSURFACE CONDITIONS

- A. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.
- B. The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water entering excavations, trenches, or other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipeline to be installed therein is completed to the extent that no damage from hydrostatic pressure, flotation, or other causes will result.
- C. Surface water shall be diverted or otherwise prevented from entering excavated areas or trenches to the greatest extent practicable without causing damage to adjacent property.
- D. The Contractor will be held responsible for the condition of any pipe line or conduit which he may use for drainage purposes, and all such pipes or conduits shall be left clean and free from sediment.

6.01 SHEETING AND SHORING

- A. General:
Except where banks may be cut back on a stable slope, excavation for structures and trenches shall be properly and substantially sheeted, braced and shored, as necessary, to prevent caving or sliding, to provide protection for the workmen and the work, and to provide protection for existing structures and facilities. Sheeting, bracing and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure, and shall be rigid, maintaining its shape and position under all circumstances.
- B. Sheeting:
Trench sheeting shall be removed prior to backfill.

6.02 STABILIZATION

- A. General:
1. Trench bottoms and subgrade for concrete structures shall be firm, dense and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen.
 2. Trench bottoms or subgrade for concrete structures which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with one or more layers of granular fill material or other crushed stone or gravel embedded therein.
Not more than 1/2 inch depth of mud or muck shall be allowed to remain on stabilized trench bottoms when the pipe bedding material is placed thereon. The finished elevation of stabilized subgrade for concrete structures shall not be above the subgrade elevations shown on the plans.
 3. All stabilization work hereunder, including stabilization of any unstable subgrade for structures and pipes, shall be performed by and at the expense of the Contractor.

6.03 GRANULAR FILL MATERIAL AND PLACEMENT

- A. General:
1. Granular fill for stabilization, pipe and RCB bedding and pipe embedment shall be clean river gravel or reasonably sound crushed limestone, free of cementitious, shaly, or flat and flaky particles in an amount which would cause the material to cake or pack or otherwise form an unyielding support for the pipe. Gradation shall be:

3/4"	square mesh sieve -	100% passing
1/2"	square mesh sieve -	90-100% passing
No. 4	square mesh sieve -	0- 15% passing
No. 8	square mesh sieve -	0- 5% passing
 2. Place granular fill on a suitably prepared subgrade in lifts not exceeding 6 inches and bring up evenly on both sides of pipe. Do not dump over side of trench in any manner that will bring earth into the granular fill area or displace the pipe.

Compact, vibrate, or slice with a shovel, in such manner that granular fill will take its final compaction and provide uniform and solid bearing under the pipe and its haunches.

3. Around structures and above the pipe embedment, granular fill shall be brought up evenly on all sides in lifts not exceeding 12 inches.
4. Minimum compaction requirement for granular fill is 95% of Maximum Density.
5. Where granular fills are to be covered with concrete after the fills have been installed, the top surface thereof shall be graded to the required subgrade surface and wetted with potable water before placing concrete.

7.01 EXCAVATION FOR STRUCTURES

- A. All structures shall be founded on undisturbed subsoil. Unauthorized excavation below the specified structure subgrade shall be replaced by and at the expense of the Contractor, with concrete. Subgrade soil shall be firm and free from mud and muck.
- B. The Contractor shall, during the entire period of construction, provide and maintain any necessary equipment as will, whenever practicable, keep his excavations reasonably free from water pending construction.
When necessary to use pumps the Contractor must dispose of the water without detriment to adjacent properties. No pipe or reinforcing steel shall be installed in water, nor shall water be allowed to come in contact with concrete for 12 hours after placing.
- C. Refer to construction plans for minimum limits of excavation for precast box or arch culvert construction.

7.02 TRENCH EXCAVATION

- A. General:
 1. The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. One block or 400 feet (whichever is the shorter) shall be the maximum length of open trench permitted on any line under construction.
 2. Except where tunneling is permitted by the Engineer or called for on the plans, all trench excavation shall be open cut from the surface.
 3. Trench walls shall be vertical, and braced in accordance with Part 6.01 where necessary, in streets or improved areas unless otherwise authorized by the Engineer.
- B. Alignment, grade and minimum cover:
 1. The alignment and grade or elevation of each pipe line shall be fixed and determined by means of offset stakes. Vertical and horizontal alignment of pipes and the maximum joint deflection used in connection therewith shall be in conformity with the requirements of the specification covering the installation of the pipe being laid in each case.
- C. Minimum trench widths and pipe clearances:
 1. Trenches shall be excavated to a width which will provide adequate working space and pipe clearances for proper pipe installation, jointing and embedment.

The minimum permissible trench widths and clearances between the installed pipe and either trench wall shall be as follows:

<u>Pipe Size Inches</u>	<u>Minimum Trench Width - Inches</u>	<u>Minimum Side Wall Clearance - Inches</u>
<u>For Reinforced Concrete Pipe</u>		
18	38	7.0
21	41	7.0
24	44	7.0
27	49	8.0
30	54	8.5
33	59	9.0
36	64	10.0
42	73	11.0
54	89	12.0
60	96	12.0
66	103	12.0
72	110	12.0

Absolute minimum trench width for corrugated metal will be the dimension obtained by adding twice the sidewall clearance given above to the maximum outside diameter of the pipe. However, this width may be used only as long as the Contractor demonstrates the ability to properly bed and backfill the pipe and to secure satisfactory joints.

The stipulated minimum clearances are not minimum average clearances, but are minimum clear distances which will be permitted between any part of the pipe as laid and any part, projection, or point of rock, shale, stone, or boulder.

D. Maximum trench width:

1. The maximum permissible trench widths below an elevation 6 inches above the top of the installed pipe shall be as shown in the following tables:

Note: Backfill cover depths designated by the letter "a" are not critical, and trench width does not govern pipe design.

Backfill cover depths designated by the letter "x" result in loads exceeding the pipe strength. If these conditions are encountered, higher class strength pipe, special pipe embedment, or Class A Concrete arch encasement over the pipe shall be used.

a. For Reinf. Conc. Pipe, ASTM C-76, Class III-Class C Bedding

<u>Cover Depth</u> <u>In Feet</u>	<u>Maximum Trench Width in Inches</u> <u>Nominal Pipe Size</u>									
	18"	21"	24"	27"	30"	33"	36"	42"	48"	54"
3-5	a	a	a	a	a	a	a	a	a	a
6	a	a	a	a	a	a	a	a	a	a
8	a	a	55	60	66	72	77	a	a	a

10	42	48	50	54	59	64	68	76	85	94
12	39	43	46	50	54	59	x	x	x	x
14	37	41	44	x	x	x	x	x	x	x
16	35	39	x	x	x	x	x	x	x	x

Maximum trench width for corrugated metal pipe will be the same as for reinforced concrete of the same outside diameter.

Where necessary to reduce the earth load on trench banks to prevent sliding and caving, the banks may be cut back on slopes which shall not extend lower than one foot above the top of the pipe, subject to the limitations of Part 7.02A.

E. Unauthorized Trench Widths:

Where, for any reason, the width of the lower portion of the trench as excavated at any point exceeds the maximum permitted in the foregoing tables, either pipe of adequate strength, classification or gage, special pipe embedment, or Class A concrete arch encasement (for concrete pipe only), as required by loading conditions and as determined by the Engineer, shall be furnished and installed by and at the expense of the Contractor.

F. Mechanical excavation:

1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to buildings, culverts, or other existing property, utilities, or structures above or below ground; in all such locations, hand excavating tools and methods shall be used.
2. Mechanical equipment used for trench excavation shall be of a type, design and construction and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical side walls are obtained at least from an elevation one foot above the top of the installed pipe to the bottom of the trench, and that the trench alignment is such that the pipe when accurately laid to specified alignment will be centered in the trench with adequate clearance between the pipe and side walls of the trench. Undercutting of the trench side wall to obtain clearance will not be permitted.

G. Cutting Concrete Pavements and Walks:

1. Cuts in concrete pavement and concrete base pavement shall be no larger than necessary to provide adequate working space for proper installation of pipe and pipe line appurtenances. Cutting shall be started with a concrete saw (or by other cutting method approved by the Engineer) and in a manner which will provide a clean groove at least 1 1/2 inches deep along each side of the trench and along the perimeter of cuts for structures.
2. Cuts in asphaltic concrete pavement or pavement of cement treated base with asphaltic concrete overlay shall be precut by saw or other means so that a clean straight edge for the cut is provided.
3. Concrete pavement, concrete base pavement, asphaltic concrete pavement, and cement treated crushed aggregate pavement with asphaltic concrete surface over trenches excavated for pipe lines shall be removed so that a shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench.

The trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the center line of the trench.

- H. Excavation below pipe subgrade:
Except where otherwise required, pipe trenches shall be excavated below pipe subgrade elevations to provide for the installation of granular fill pipe foundation material.
- I. Grubbing:
Grub out live roots for a distance of at least 6 inches below and 8 inches on sides of outside surface of pipe.
- J. Artificial Foundations in Trenches:
 - 1. Whenever so ordered by the Engineer, the Contractor shall excavate to such depth below grade as the Engineer may direct and the trench bottom shall be brought to grade with such material as the Engineer may order installed. All timber, concrete foundations, wooden inverts, pipes, posts, stringers, and/or saddles, made necessary by quicksand or other treacherous soil, shall be installed as directed by the Engineer. Compensation for timber or concrete required in excess of that specified in Part 6.02, or other foundations, except where provided by contract unit prices, or shown on the plans, shall be made in accordance with the provisions of Part GC-23.
 - 2. Additional trench bottom stabilization for Extra Payment will not be authorized for the Contractor's convenience, and will not be authorized for purpose of simplifying ground water control. No extra payment will be made for granular fill used for these purposes.
- K. Bell holes:
Bell holes shall provide adequate clearance for the tools and methods used in installing the pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or the granular fill when the pipe is jointed.

7.03 PIPE EMBEDMENT AND ENCASEMENT

Embedment materials both below and above the bottom of the pipe, the classes of embedment to be used, and the placement compaction of embedment materials shall conform to the requirements shown on the plans, and to the following supplementary requirements.

- A. Embedment Classes:
Class B. Bedding. Class B bedding, in accordance with the detail shown on the plans, shall be used for all pipe not located beneath pavement.
- B. Placement and Compaction:
 - 1. All granular fill material beneath the pipe shall be spread and the surface graded to provide a uniform and continuous support beneath the pipe at all points between bell holes or pipe joints. It will be permissible to slightly disturb the finished subgrade surface by the withdrawal of pipe slings or other lifting tackle.
 - 2. After each pipe has been graded, aligned, and placed in final position on the bedding material, and shoved home, sufficient pipe embedment material shall be deposited and compacted around each side of the pipe and back of the bell or end

thereof to firmly hold and maintain the pipe in proper position and alignment during subsequent pipe jointing, embedment and backfilling operations.

3. Embedment material shall be deposited and compacted uniformly and simultaneously on each side of the pipe to prevent lateral displacement of the pipe and brought to the height above top of pipe as shown on the details.
4. Tamped pipe embedment material (that portion of the embedment above the granular fill) shall be selected earth or granular fill, free from sod, sticks, roots or rocks over 3/4" in size, and to be of proper moisture content for specified compaction.

7.04 TRENCH BACKFILL

A. General:

All trench backfill above pipe embedment shall conform to one of the following specifications:

1. 90% compacted backfill. Under streets, drives or state or county highways surfaced with gravel, crushed stone, "blacktop" or other low or intermediate type surfacing. In street, road, highway, railway or alley rights-of-way, in traveled ways, and in established lawns.
2. 95% compacted backfill. Under concrete, asphaltic concrete, brick or other high type pavements.
Under concrete walks, curbs, gutters and culverts. Under all types of street surfacing where trench cut is approximately at right angle to roadway.
3. Any sewer line lying within 5 feet of back of curb or 5 feet of street surfacing if no curb, either perpendicular to or parallel to the street, shall be considered as under the street surfacing, and 95% compaction shall apply.
4. Six inches of top soil shall be placed in the top of trenches that are to be covered with new sod or to be seeded.

B. 90% Compacted Backfill:

1. Backfill material shall be selected earth or granular fill material, free from sod, sticks and roots over 1/2" in diameter, and free from hard lumps, clods or rock in such quantity or concentration as to interfere with the specified compaction. Material shall be of proper moisture content for specified compaction.
2. If specified density cannot be obtained with available earth, the Contractor shall furnish and haul granular fill material or suitable earth at his expense. Unsuitable earth shall be disposed of at the Contractor's expense.
3. Backfill shall be compacted to 90% of maximum density. The Engineer will call for density tests to be made whenever deemed necessary. The specified density will be the minimum allowed and the obtainment thereof will be entirely the Contractor's responsibility.
4. Thickness of backfill layers will be determined by the coordination of test results with field performance and equipment used. The Contractor will be expected to maintain established procedures except where unusual conditions arise. If greater than 12 inch thick compacted layers are used, the Contractor shall hand excavate to the test level as directed by the Engineer and then refill the test excavation with compacted backfill to the specified density.

- C. 95% Compacted Backfill:
Specification is same as Part 7.04B, except that 95% of Maximum Density is required.

7.05 STANDARD COMPACTION AND FIELD DENSITY TESTS

- A. General:
Wherever the terms, "95% of Maximum Density" or "Optimum Moisture", are used, Maximum Density and Optimum Moisture shall be determined by the standard compaction test described below.
- B. Standard compaction test:
1. The standard compaction test shall be in accordance with AASHTO Design. T99, except as modified below.
 2. For samples containing no material retained on the No. 4 sieve, use Method A or B. When the plasticity index of the soil is greater than 25 (heavy clays), the soil shall be placed in the mold in 4 layers, each compacted as outlined in the test method used.
 3. For samples containing material retained on the No. 4 sieve, use Method D, preferably, or Method C. The amount retained on the 3/4 inch sieve shall be weighed and discarded. To prepare the sample for the compaction test, the same amount of 3/4 inch to No. 4 sieve material shall be substituted for the portion discarded.
- C. Field density test:
Field density shall be obtained using the sand cone method (AASHTO Design. T-147), by the balloon method, or by use of any satisfactory materials or equipment suitable to the conditions prevailing in the material being tested. The calculated density obtained in this test is divided by the Maximum Density as determined by the Standard Compaction Test to determine the percent compaction obtained.
- D. Rock correction:
When the amount of material retained on the No. 4 sieve is different in the field density tests than that in the sample used in the standard compaction test, the actual degree of compaction shall be determined by applying a correction factor to the apparent percent compaction. This correction factor may be arrived at by any well established engineering procedure or by the recommendations of the "Geology and Soils Manuals," Edition of 1962, Missouri State Highway Commission, said recommendations being made a part of this Contract by reference.
- E. Comparison with surrounding soil density:
If agreed by both Engineer and Contractor, it will be assumed that undisturbed surrounding soil in its natural state will have a field density of 87% of maximum density. On this basis, where 90% of maximum density is specified, the required density will be 103.5% of density of the surrounding soil. Where 95% of maximum density is specified, the required density will be 109% of the density of the surrounding soil.

8.01 BACKFILL UNDER PAVEMENTS

Backfill under pavements shall be defined as being under all areas to be paved, including sidewalks, or surfaced for vehicular access, except those to be surfaced with crushed stone. The limiting line for such backfill shall extend from sub-grade at twelve (12) inches beyond edge of pavement or back of curb, downward on a slope not steeper than one (1) to one (1).

9.01 EARTH FILLED TUNNEL EXCAVATION

- A. Except where tunnels are shown or specified to be constructed with metal liners or pipe, conventional, shored, unlined, earth filled tunnels may be used, at the option of the Contractor, for crossings under drives, walks, concrete gutter or curb, and shall be used at other locations as specified or called for on the plans.
- B. Certain trees, close enough to the sewer line to be endangered by open cut excavation, will be tunneled where the plans so indicate.
- C. Tunnel dimensions shall be such as to provide adequate clearance for pipe and workmen for proper lining, grading and jointing of the pipe installed therein. All bracing, shoring and sheeting necessary for the construction of the tunnel and the proper protection of workmen therein shall be furnished and installed, and where necessary, shall be left in place.
- D. All tunnel backfill shall be of proper condition and moisture content to compact readily and shall be thoroughly tamped and rammed under, around and over the pipe from the floor of the tunnel to the side walls and top thereof. Compact to not less than 90% of Maximum Density.
- E. Before starting any work using a liner in conjunction with tunneling, complete details of the method of operation and liner to be used shall be submitted to the Engineer for review.

10.01 DRAINAGE MAINTENANCE

Trenches across roadways, driveways, walks, or other traffic ways adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the traffic way, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and the section, grades, and contours of ditches or water courses shall be restored to their original condition. Surface drainage shall not be obstructed longer than necessary.

11.01 FINAL GRADING AND DISPOSAL OF EXCESS EXCAVATED MATERIALS

- A. General:
Except as otherwise indicated, all excess excavated materials shall be disposed of by the Contractor away from the site of the work.

All material found to be unsuitable for proper trench backfill shall be disposed of by and at the expense of the Contractor away from the site of the work.

Pavement and pavement base material, excavated rock in excess of the amount permitted to be and actually installed in trench backfill, junk and debris encountered in excavation work, and other similar waste materials shall be disposed of away from the site of the work.

The disposal of waste and excess excavated materials, including hauling, handling, leveling and surfacing, shall be at the Contractor's expense.

B. Uncompacted backfill:

Where uncompacted backfill is specified, excess earth from excavations, over and above that displaced by the pipe, shall be mounded directly over the pipe trench, in such manner that the earth will settle into the trench as natural consolidation occurs. Openings for natural drainage shall be provided. The mounded earth shall be graded to a smooth, uniform surface. That portion of the earth displaced by the pipe shall be uniformly and smoothly graded adjacent to the trench.

C. Other types of backfill:

For all types of backfill other than uncompacted, the Contractor shall dispose of excess excavated material above the surface of the ground or subgrade of pavement walks, etc., unless otherwise directed.

Where directed, the Contractor shall leave all or a portion of the excess earth and grade smoothly along and adjacent to the trench in the manner prescribed by the Engineer. If directed, he shall grade excess earth into adjacent low areas, fine grading and sloping to drain.

D. Improved yards and lawns:

Fine grade, suitable for seeding or sodding. Hand rake earth off grass in established lawn areas, unless directed to leave excess earth as outlined above.

E. Final grading:

Just prior to completion and acceptance of the project, the Contractor shall final grade over all pipe trenches and around structures, filling in any places that may have settled during the period between construction of each line and the completion of the entire Contract.

12.01 DEFICIENCY OF BACKFILL

Wherever there is a deficiency of material required to backfill to the specified surface or subgrade, the Contractor shall furnish the necessary amount of suitable earth at his expense.

12.02 RESPONSIBILITY OF CONTRACTOR FOR BACKFILL SETTLEMENT

The Contractor shall be responsible financially and otherwise, for:

1. All settlement of trench and other backfill which may occur from time of original backfilling until the expiration of two years after the date of final payment for the entire contract under which the backfilling work was performed.

2. The refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacings, driveways, walks, surface structures, utilities, drainage facilities and sod which may have been damaged as a result of backfill settlement or which have been removed or destroyed in connection with backfill replacement operations.
3. All damage claims or court actions against the Owner for any damage directly or indirectly caused by backfill settlement.

The Contractor shall make all necessary backfill replacements and repairs, or replacements appurtenant thereto, within 30 days after notification by the Owner or Engineer. Upon the Contractor's failure to do so, the Owner may do, or have done, the necessary work and charge the cost to the Contractor.

13.01 EARTHWORK FOR ROADWAY

- A. The term, "Roadway", as used in this Section, is defined as including roadways, roadway intersections, sidewalks, shoulders, cut and fill slopes, driveways, parking areas and all other areas of earthwork except excavation and backfill for pipe trenches and structures.
- B. Missouri Highway Specifications Section 203 shall govern all earthwork for roadway except that the provisions for measurement and payment therein shall not apply and except as modified in these specifications.
- C. Compaction with density and moisture control is required for foundation treatment, embankment and subgrade as shown on the Plans.
- D. Disposal: Unsuitable excavated material shall not be used in the embankments and shall not be disposed of on right-of-way. Unsuitable and excess excavated material may be disposed of on private property adjacent to the right-of-way, provided written permission of the property owner is obtained, and provided the surface is properly finished and drained. In such cases, seeding, sodding and other pay quantities shall not be increased thereby.
- E. Ditch Cleanout: Special care shall be taken to clean out all debris and organic matter from existing roadway ditches to be filled. The ditches shall be carefully backfilled in accordance with the requirements herein, using trench rollers or hand-operated power compactors as may be needed to assure proper compaction throughout.
- F. OMITTED
- G. Sub-grade Stabilization: Pockets of unsuitable earth may be encountered in cut areas where it will be impracticable to replace with suitable materials from excavation on the work site. In such cases, where authorized by the Engineer, the Contractor shall furnish and place crushed stone base as required to provide a stable sub-grade. Crushed stone base shall be in accordance with the requirements of Section III, Gradation SA-6 of Kansas Highway Specifications. Where necessary, a portion of the stone base shall be mixed with existing earth to provide subgrade stability, and that portion of the stone base material shall be delivered to the project in as dry as possible condition.

- H. Additional Base Thickness: Where, in the opinion of the Engineer, conditions are such that it is impracticable to obtain sub-grade satisfactory for the design pavement thickness, the Contractor may be directed to finish the sub-grade at lower than specified elevation and increase the thickness of asphaltic concrete base.
- I. The provisions of subparagraphs 13.01-G and H shall not be construed to relieve the Contractor of his responsibility for any necessary aeration and compaction of suitable earth at sub-grade level.
- J. Protection of Sub-grade: The Contractor shall protect the sub-grade by not allowing delivery vehicles of excess weight thereon and by varying the path of delivery vehicles so as to not cause excessive rutting. Heaving or rutting damage to sub-grade caused by delivery vehicles during asphalt paving operations shall be immediately repaired and brought back to specified elevation prior to placing asphaltic concrete base.
- K. Topsoil: Insofar as practicable, available topsoil from excavation on the project shall be placed in the top portion of areas to be sodded, with preference being given to established yard grass areas.
- L. Area Drainage: All earth areas within and adjacent to the grading limits as shown on the Plans shall be graded to drain as directed by the Engineer, at one (1) percent minimum slope wherever possible. No direct payment will be made for such grading except that measurement for payment of Proposal items will be made.
- M. Sub-grade Tolerance: Except as otherwise specified in subparagraph 13.01 H, the sub-grade for all paving and surfacing shall be within the tolerance range of minus one-half (1/2) inch to plus one-quarter (1/4) inch with respect to specified elevation.
- N. Waste Material: All waste material shall be disposed of by the Contractor away from the site of the work at his expense.
- O. If rock is encountered during excavation, area is to be undercut 12", rock removed, and brought back to grade with suitable material and recompact.

14.01 MEASUREMENT AND PAYMENT

- A. No measurement of earth excavation, compacting embankment, trenching, and backfill will be made.
- B. All costs of earth excavation, compacting embankment, trenching and backfill shall be included in the bid price of the various sizes of pipes and structures listed on the itemized proposal.
- C. No direct payment will be made for earth excavation, compacting embankment, and trenching and backfill.

END OF SECTION

1.01 GENERAL

See Concrete Section 00300

Section 2301 of the APWA Standard Specifications shall govern the construction of concrete sidewalks, driveways, and steps, except as modified in this Section 02513.

Sidewalk surfaces shall be marked with a transverse joint spaced equal to the width of the sidewalk. Tool all four edges. Broom finish perpendicular to walk.

2.01 NOTIFICATION

When an existing entrance is to be removed and replaced, the Contractor shall notify the affected property owner or tenant twenty-four (24) hours prior to this work. Scheduling of the construction of entrances shall be such that, wherever possible, placing of concrete shall be accomplished within twenty-four (24) hours after the existing materials have been removed.

3.01 PAYMENT

- A. Payment for concrete driveway shall be paid for at the contract unit price, per square yard, for Driveway.
- B. Payment for concrete sidewalk shall be paid for at the contract unit price, per square yard, for Sidewalk. The concrete for sidewalk ramps shall be measured and included in the total area of 4-inch concrete sidewalk.
- C. Payment for additional work and materials shall be paid at the contract unit price, per each, for "sidewalk ramp".

END OF SECTION

1.01 GENERAL

See Concrete Section 03300.

Section 2209 of the APWA Standard Specifications shall govern the construction of concrete curb and gutter.

Concrete curb and gutter shall be in accordance with the lines, grades and details in the plans.

Curb and Gutter "Lay Down Machine" is required except at sections under 50 feet.

2.01 MEASUREMENT AND PAYMENT

- A. Concrete curbs and gutter shall be measured along the top of the back of curb.
- B. Payment for concrete curb and gutter shall be paid for at the contract unit price, per linear foot, for "Concrete Curb and Gutter."

END OF SECTION

1.01 GENERAL

Where required to provide access and maintain traffic and when directed by the Engineer, the Contractor shall provide temporary surfacing of Crushed Stone. Such temporary surfacing shall be maintained by the Contractor in a safe, reasonably smooth condition as long as it is in use. Crushed stone for temporary surfacing shall meet the requirements of Section 2202.2 of the APWA Standard Specifications, unless the Engineer agrees to a different gradation because of site conditions.

Where required to maintain drainage and when directed by the Engineer, the Contractor shall furnish and install such temporary drainage facilities, as required, to allow for adequate surface and storm sewer drainage to prevent accumulation of water and to control erosion. Temporary drainage shall conform to applicable portions of these construction documents and be furnished, placed and maintained at the Contractor's expense.

2.01 PAYMENT

No direct payment will be made for temporary drainage or temporary surfacing, complete and in place, including removal. All cost pertaining thereto shall be included in the contract prices for other items as listed in the proposal.

END OF SECTION

1.01 SCOPE

The scope of this work will include all storm sewer construction. This section is provided for information only. It is provided in case pipe is damaged during construction.

2.01 MATERIALS AND CONSTRUCTION

Materials and construction shall conform to Section 2600 of APWA Specifications Except as herein modified:

- A. Excavation in trenches will be considered as unclassified excavation.
- B. Water service lines in conflict with storm sewer construction shall be adjusted as required and approved by the Owner. No direct payment will be made for adjusting water service lines, complete and in place.
- C. The use of precast structures will not relieve the Contractor of the responsibility to make any adjustments to the structures, or provide new structures, found to be necessary because of field utility conflicts or other field conditions. Modifications of precast structures, if allowed by the Engineer, or substitution of an approved structure to meet field conditions, shall be entirely at the Contractor's expense.
- D. The Contractor shall verify all top of inlet and manhole elevations prior to construction of the inlets.
- E. All RCP pipe shall be Class III, unless specified otherwise.
- F. All corrugated steel pipe shall be the type and gage as specified in Section 02705, Part 3 of these specifications for the sizes shown on the plans.
- G. High density polyethylene pipe (HDPE) will be allowed as an alternate to corrugated metal pipe (CMP).

2.02 TRENCHING, BACKFILLING AND COMPACTION

- A. Trenching:
Trenching and backfilling during freezing weather shall not be done except by permission of the Engineer. No backfill material shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill. One block or 400 feet (whichever is the shorter) shall be the maximum length of open trench permitted on any line under construction. Except where tunneling is permitted by the Engineer or called for on the plans, all trench excavating shall be open cut from the surface.

Trench widths shall be maintained as narrow as possible below an elevation 1'-0" above the top of the installed pipe.

Where necessary to reduce the earth load on trench banks to prevent sliding and caving, the banks may be cut back on slopes which shall not extend lower than one foot above the top of the pipe.

- B. When operating on pavements or walks all equipment shall be rubber tired, except for excavation equipment. Excavating equipment, in such cases, shall not have grousers, cleats or lugs on the tracks. The Contractor shall take all precautions necessary to protect the existing pavements and walk.
- C. Grub out live roots for a distance of at least 6 inches below and 8 inches on side of outside surface of pipe.
- D. Mechanical excavation:
 - 1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to buildings, culverts, or other existing property, utilities, or structures above or below ground; in all such locations, hand excavating tools and methods shall be used.
 - 2. Mechanical equipment used for trench excavation shall be of a type, design and construction and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical side walls are obtained at least from an elevation one foot above the top of the installed pipe to the bottom of the trench, and that the trench alignment is such that the pipe when accurately laid to specified alignment will be centered in the trench with adequate clearance between the pipe and side walls of the trench. Undercutting of the trench side wall to obtain clearance will not be permitted.
- E. Granular bedding material shall be crushed stone or pea gravel conforming to MCIB, Section No. 4, Column No. 3.
- F. Cutting concrete pavement and walks:
 - 1. Cuts in concrete and asphalt pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and pipe line appurtenances. Cutting shall be started with a concrete saw (or by other cutting method approved by the Engineer) and in a manner which will provide a clean groove at least 1-1/2 inches deep along each side of the trench and along the perimeter of cuts for structures.
 - 2. Pavement and base pavement over trenches excavated for pipe lines shall be removed so that shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. The trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless other wise required shall be parallel to the center line of the trench.
- G. All granular bedding is to be omitted in a five foot section of trench immediately upstream of each manhole. The trench bottom is to be shaped to fit the pipe bottom and hand compaction of earth around the side and to a point two feet above the pipe. If earth is unsuitable for pipe support or backfill, over excavate and replace with suitable material.

Earth in the five foot section of trench length shall be compacted to at least 90% of optimum density.

H. Drainage Maintenance:

Trenches across roadways, driveways, walks, or other trafficways adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and section, grades, and contours of ditches or water courses shall be restored to their original condition. Surface drainage shall not be obstructed longer than necessary.

I. The Contractor shall be responsible financially and otherwise for backfill settlement as covered in Article GC-45.

J. Final Grading and Disposal of Excess Excavated Materials:

1. Except as other wise indicated, all excess excavated materials shall be disposed of by the Contractor away from the site of the work.
2. Pavement and pavement base material, excavated rock in excess of the amount permitted to be and actually installed in trench backfill, junk and debris encountered in excavation work, and other similar waste materials shall be disposed of away from the site of the work.
3. The disposal of waste and excess excavated materials, including hauling, handling, leveling and surfacing, shall be at the Contractor's expense.

2.03 TUNNEL EXCAVATION

A. General:

1. Pipelines shall be constructed in tunnels of the type designated on the plans, in conformity with the requirements which follow. All permits shall be obtained by the Contractor.
2. Tunnel liners shall have a clear inside diameter not smaller than the size indicated on the plans.
3. The conduit shall be installed by jacking into place. Earth displaced by the conduit shall be removed through the interior of the conduit by hand, by auger, or by other acceptable means. The casing pipe conduit in its final position shall be straight and true in alignment and grade, as required by the plans.

B. Smooth steel pipe:

Smooth wall casing pipe shall be of welded steel construction and shall be new material with a minimum yield point of 35,000 psi.

The pipe shall have a wall thickness as noted on the plans.

The casing pipe shall be cleaned and coated both inside and outside with two coats of coal tar paint, Koppers "Bitumastic Super Service Black," Tnemec "450 Heavy Tnemecol," or USS Chemicals "Pit Chem 103."

C. Laying pipe in tunnels:

After the tunnel has been installed and the concrete invert has been poured and hardened, the pipe shall be installed. Creosoted 4 inch by 4 inch wood skids shall be strapped to each end of each piece of pipe. The wood skids shall be notched at each strap to prevent the strap from being in contact with the concrete invert. The pipe shall then be pushed into the tunnel with care being taken to insure the joints are not displaced. The joints in the installed pipe within the tunnel shall be tested for leakage before the sand backfill is installed.

D. Sandfill:

Following the installation of the sand backfill, the ends of the tunnel shall then be closed with a concrete or masonry plug 8 inches thick.

3.01 MEASUREMENT

A. Pipe:

Reinforced concrete pipe (RCP), corrugated metal pipe (CMP), and high density polyethylene pipe (HDPE) of the sizes, shapes, gages or classes, coatings, pavings and linings, as shown on the Plans and listed in the Proposal, will be measured as follows:

1. Per linear foot along the geometric centerline of the pipe. Horizontal projection of length will be used.
2. To the intersection of inside wall of inlet, manhole, box culvert or other structure with the geometric centerline of the pipe.
3. No measurement will be made of any excavation for storm sewer construction regardless of material encountered.
4. Inlets, manholes, branch connections, and pipe miters of the various types and sizes will be measured per each. Payment for branch connections will be at the price bid for branch connections of the size of the incoming branch pipe regardless of the fitting used to make the connection.

B. Drainage Structures:

1. All drainage structures will be paid for per each for the various type of structure. No separate measurement of the depth will be made.
2. Payment will constitute full compensation for the structure complete and in place including excavation and backfill, all materials and all labor involved in the construction of each structure.

3.02 PAYMENT

A. Pipe and structures:

The amount of completed and accepted work, measured as provided, will be paid for at the Contract unit and lump sum prices bid, as stipulated in the following:

1. Per linear foot for the various types, sizes, shapes and gages or classes, coatings and pavings of pipe, except as shown on Plans.
2. Per each for the various types and sizes of manholes and inlets.

- B. No direct payment will be made for the following items:
1. Surface restoration, including pavement, curbs, seeding and mulching, beyond grading limits.
 2. Excavation, backfill and pipe bedding aggregate.
 3. Trench subgrade stabilization as approved by the Engineer

END OF SECTION

PART 1 - GENERAL

1.01 SCOPE

This work shall include the construction of all pipe sewers whether storm sewers or sanitary sewers. The material required for each section of sewer shall be as shown on the plans. Trenching shall be in accordance with Section 02200 of these specifications. This section is provided for information only. It is provided in case pipe is damaged during construction.

PART 2 - REINFORCED CONCRETE PIPE STORM SEWERS

2.01 GENERAL

This section covers the materials and construction of reinforced concrete pipe storm sewers. Other types of pipe and all appurtenant structures are covered in other sections of these specifications.

2.02 MATERIAL

- A. All reinforced concrete pipe shall conform to the requirements of ASTM C-76-62T, Class III, Wall B. Pipe joints shall be tongue and groove or bell and spigot type.
- B. Pipe for use on the project shall appear neat and well made. It shall be free of cracks, broken places, and obvious manufacturing defects.
- C. All pipe shall be stamped on the inside with its class before delivery to the job site.

2.03 PIPE LAYING

- A. Pipe shall be carefully handled by sling or other means to protect it from damage. Particular care shall be taken to avoid any free fall or shock to the pipe.
- B. Pipe shall be carefully placed on the prepared bedding material and jointed as specified below. Pipe shall be layed true to both line and grade and shall produce a straight line between structures except where other than straight alinement is required or allowed by the Plans.
- C. Where curves are required they may be accomplished by the following methods:
 - 1. If the curve is slight or if the radius of the curve is very long, curving may be accomplished by deflecting each pipe joint in the curved section equally to form a smooth uniform curve. In no case shall any pipe joint be deflected to the extent that the maximum opening of the joint exceeds one half the joint dept (one half the depth of the socket).

2. Short radius bends shall be accomplished through the use of factory made mitered pipe sections. These sections shall be fabricated specifically for a given curve and, when properly assembled, shall produce a uniform curve (consisting of a series of shot chords) of the specified radius. Pipe shall be placed in accordance with the manufacturer's recommendations and the details given on the Plans.

D. All pipe laying shall begin at the lowest point on the sewer and proceed to the higher parts.

2.04 JOINTING

Pipe jointing shall be as specified in Section 2602 of "APWA Specifications," except as follows:

- A. Cement mortar joints other than "diaper" joints will not be permitted.
- B. Pipe joint surfaces shall be clean prior to jointing.
- C. Care shall be taken not to allow bedding material or other deleterious matter to enter the joint during pipe laying or jointing.

2.05 BACKFILL

- A. Following jointing sufficient bedding material shall be placed and compacted along the sides of the pipe to hold it securely in place during the backfill operation. See plans for bedding details.
- B. Next, the trench to 12 inches above the top of the pipe shall be backfilled with layers of carefully compacted select backfill material. This material shall be placed and compacted simultaneously on both sides of the pipe.
- C. Backfill above this point shall be as specified in Section 02200.

2.06 PIPE ANCHORS

Wherever storm sewer does not outlet into a paved channel or other structure, pipe anchors as shown on the plans will be required to connect all pipe joints in the 20 feet of storm sewer preceding the outlet. This 20 feet shall include the length of the end section.

PART 3 - CORRUGATED METAL PIPE AND PIPE ARCH STORM SEWERS

3.01 SCOPE

This specification covers corrugated metal pipe, pipe arch, and fittings which shall be furnished and installed complete with connecting bands and other necessary appurtenances for sewers and culverts. Wherever applicable, the term, "pipe", shall also include pipe arch.

3.02 USES

Where "CMP" is called for or allowed on the plans corrugated steel pipe as specified herein may be used.

3.03 MATERIALS

- A. Corrugated Metal Pipe and Pipe Arch shall be in accordance with AASHTO Design. M 36 for riveted pipe and pipe arch. Helically constructed corrugated steel pipe which meets all other criteria of this section may be used provided the corrugations of the ends of the joints of pipe are made annular for tighter jointing. Unless otherwise specified or shown on plans, gages shall be as follows:

Round Pipe

6" through 21" dia. -	16 ga.
24" through 30" dia. -	14 ga.
36" through 54" dia. -	12 ga.
60" through 72" dia. -	10 ga.

Pipe Arch

17" x 13" through 24" x 18" -	16 ga.
28" x 20" through 35" x 24" -	14 ga.
42" x 29" through 64" x 43" -	12 ga.
71" x 47"	10 ga.

- B. Coupling Bands
Use standard coupling bands in accordance with AASTO Design. M 36. Wherever helically corrugated pipe with annular end corrugations is used, a flat band with "O" ring gaskets shall be used.
- C. Fittings
Fittings shall be of same gage as pipe and continuously welded

- D. End Sections
Flared end sections in accordance with published Standard of National Corrugated Metal Pipe Association. Toe plate is required. Field coat on side against earth with heavy coat of Trumbull "5X" or equal.
- E. Identification
Corrugated Metal Pipe shall have AASHTO Designation, type of pipe (classification), and metal sheet thickness (or gauge) stamped on the outside of the pipe.
- F. Coatings
All Corrugated Metal Pipe shall be fabricated from Aluminized Steel Type 2.

3.04 HANDLING

- A. Pipe, fittings and accessories shall be handled in a manner that will insure their installation in the work in sound, undamaged condition. Contractor shall be responsible for having available equipment to properly handle the pipe. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces. Pipe and fittings shall not be dropped, bumped or dragged along the ground.

3.05 CLEANING

- A. The interior of all pipe and fittings shall be thoroughly cleaned of all foreign matter before being installed and shall be kept clean until the work has been accepted. All joint contact surfaces shall be kept clean until the jointing is completed.
- B. Every precaution shall be taken to prevent foreign material from entering the pipe during installation. No debris, tools, clothing or other material shall be placed in the pipe.
- C. Whenever pipe laying is stopped, the upper end of the pipe shall be closed with an end board closely fitting the end of the pipe and having a number of small holes drilled near the center, to prevent the trench from filling with water and to keep sand earth out of the pipe.

3.06 ALIGNMENT AND GRADE

- A. Corrugated metal pipe shall be aligned and graded in accordance with the requirements for reinforced concrete pipe.
- B. Where plans show grade change between structures or slight alignment change to clear obstructions, deflect pipe and joints over a distance as required, after joints have been coupled and only to the extent that joint will not be overstressed.

3.07 LAYING PIPE

- A. Pipe shall be protected from lateral displacement by means of pipe embedment material installed as provided in the trench backfill specification. No pipe shall be laid in water and no pipe shall be laid in unsuitable weather or trench conditions.
- B. When jointed in the trench, the pipe shall form a true and smooth line. Pipe shall not be trimmed except for closure, and pipe not making a good fit shall be removed.
- C. Unless otherwise approved by the Engineer, the laying of pipe shall be begun at the lowest point and the pipe shall be installed so that the outside laps of circumferential joints point up stream and with longitudinal laps on the sides.

3.08 COUPLING PIPE

- A. Pipe ends shall be butted as closely as the corrugations will permit, then joined with a firmly bolted coupling band.
- B. Draw coupling bands tight. Merely tightening bolts will not be adequate. Tap the bands with heavy wooden or rubber mallet. Use chain clinching device or special clamping device if required for tight connection on larger pipe.

3.09 INSTALLING END SECTIONS

Prepare moist clayey soil bearing shaped to end section and place thereon. Join end section to pipe with coupling band. The toe plate shall be set in a trench and backfilled with compacted moist clayey soil or driven to the required elevation.

PART 4 - HIGH DENSITY POLYETHYLENE PIPE STORM SEWERS**4.01 SCOPE**

This specification covers high density polyethylene pipe and fittings, which shall be furnished and installed complete with coupling bands and other necessary appurtenances for sewers and culverts.

4.02 USES

Where "CMP" is called for or allowed on the plans, high density polyethylene (HDPE) pipe, as specified herein, may be used.

4.03 MATERIALS

- A. High Density Polyethylene (HDPE) pipe shall be in accordance AASHTO M 294, Standard Specification for corrugated Polyethylene Pipe, 12" to 36" diameter and ASTM D3350, Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
- B. Pipe classification shall be Type S.
- C. Couplings, fittings and flared end sections shall be in accordance with AASHTO M 294.
- D. Identification

All pipe shall be marked in accordance with AASHTO M 294.

4.04 LAYING PIPE

- A. High density polyethylene (HDPE) pipe shall be assembled and installed in accordance with manufacturer's instructions and in conformance with ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and other Gravity-Flow Applications.
- B. Pipe shall be protected from lateral displacement by means of pipe embedment materials installed as provided in the trench backfill specification and the flexible Pipe Bedding Detail shown in the plans. No pipe shall be laid in water and no pipe shall be laid in unsuitable weather or trench conditions.
- C. When jointed in the trench, the pipe shall form a true and smooth line. Pipe shall not be trimmed except for closure, and pipe not making a good fit shall be removed.
- D. Unless otherwise approved by the Engineer, the laying of pipe shall be begun at the lowest point and the pipe shall be installed so that the outside laps of circumferential joints point up stream and with longitudinal laps on the sides.

END OF SECTION

1.01 GENERAL

This section covers structures appurtenant to the storm sewer system. These structures include inlets, manholes, and junction boxes.

2.01 EARTHWORK

All earthwork shall conform to the requirements stipulated in Section 2200.

Excavations for structures in improved areas shall be held to the smallest practical dimensions. No increase in payment for street or lawn repair will be made to allow for areas disturbed by such excavations.

3.01 CONCRETE CONSTRUCTION

Concrete construction shall be in accordance with Section 3300.

Inlet tops shall have light broom finish.

Curb transitions shall have broom finish. Contraction joints shall be cut where shown. Cut each 1 1/2 inches deep and finish with joint tool.

3.02 PRECAST INLETS AND JUNCTION BOXES

1. Precast concrete inlets and junction boxes shall be constructed in all respects, in accordance with the Plans and Specifications, except as provided in the following items of this subparagraph. The use of precast structures will not relieve the Contractor of the responsibility to make any adjustments to the structures found to be necessary because of field utility conflicts or other field conditions. Modification of precast structures, if allowed by the Engineer, or substitution of an approved structure to meet field conditions shall be entirely at the Contractor's expense.
2. All applicable requirements of ASTM C-478 shall apply to the manufacture of precast concrete manholes.
3. The manufacturer of precast concrete inlets and junction boxes shall submit detailed drawings and specifications, for the construction of the basic precast units and appurtenances to the Engineer, for prior approval. A shop drawing for each manhole showing dimensions, elevations and openings, shall be submitted to the Engineer for approval prior to manufacturing of the units. The Contractor shall verify all top of inlet and manhole elevations prior to construction of the inlets.

4. Where dividing walls are used or where multiple precast units are used, the total net length of opening shall equal the length of inlet specified on the project plans. Intermediate wall openings shall be large enough so as to not cause hydraulic head loss. Location and number of manhole openings, as well as openings in walls between multiple units or in dividing walls, shall be as required to promote easy access to all parts of the inlet, subject to the Engineer's approval.
5. The walls of the entire structure shall be set in place on concrete blocks prior to pouring concrete base slab. The base slab shall be reinforced in accordance with the project plans, and the bottom of the base slab shall be at least the distance below bottom of precast walls that is shown on the project plans. The entire base slab shall be poured monolithic and shall be brought up to a level of at least six (6) inches above bottom of precast walls.
6. Mastic pipe joint compound shall be used in horizontal joints and where walls of multiple sections join, in order to form a reasonably watertight structure.
7. Where top slabs of multiple sections join, the joint shall be sealed with General Electric single component silicone, gray color, strictly in accordance with the manufacturer's recommendations.
8. Top slabs cast separately from manhole walls shall be anchored against lateral movement, with respect to walls, by steel dowels extending from the walls through holes in the slabs. The top slabs shall be set accurately to line, grade and slope and grouted securely in place.
9. Water service lines in conflict with storm sewer construction shall be adjusted, as required, and approved by the Owner. No direct payment will be made for adjusting water service lines, complete and in place.

4.01 MASONRY CONSTRUCTION

1. Brick shall be clay or shale, ASTM Desig. C 62, Grade SW, or ASTM Desig. C 32, Grade MS.
2. Materials for Mortar:
 - a. Portland Cement Type I as per MCIB Section No. 4.
 - b. Hydrated Lime ASTM Desig. C 207, Type N.
 - c. Masonry Cement AASHTO Desig. M 150, Type II.
 - d. Sand. Same as Section No. 4 of the MCIB Specifications.
 - e. Water. Refer to Section No. 4 of the MCIB Specifications.
 - f. Iron Oxide for Expanding Grout. Embeco by Master Builders Co., or equal.

4.02 MORTAR OR PLASTER

Materials shall be in accordance with Part 4.01 of Section 02721.

The ingredients shall be proportioned as follows:

	<u>Weights</u>	<u>Parts by Volume</u>
Portland cement	94#	1
Hydrated lime	10#	0.15
Sand	200#	3

Masonry cement may be substituted for portland cement and hydrated lime, providing satisfactory results are obtained. Proportion by volume shall be one (1) part masonry cement to three (3) parts sand.

All the materials except water shall be mixed, either in a tight box or in an approved mortar mixer, until the mixture assumes a uniform color, after which the water shall be added and the mixing continued. Sufficient water shall be added to produce a mortar of such consistency that it can be handled easily and spread with a trowel. Mortar shall be mixed only in those quantities required for immediate use. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar will not be permitted.

Work involving mortar or plaster shall not be done in freezing weather and shall be protected from freezing for three days after construction.

4.03 EXPANDING MORTAR OR GROUT

Materials shall be in accordance with Part 4.01 of Section 02721. Proportion, mix and use in accordance with manufacturer's instructions.

4.04 BRICK

All brick shall be saturated with water before laying, and shall be damp, but free from surface water when laid. Construct sufficient header courses to tie brick masonry together.

All brick masonry shall be fully bedded in mortar. Head joints shall be fully mortared. Tool or wipe inside joints to neat, workmanlike appearance. Manhole steps shall be set and mortared securely as masonry is laid.

5.01 PRECAST CONCRETE MANHOLES

See Part 3.02 of this Section 02721.

6.01 INVERTS

Inverts shall be carefully constructed to maintain the proper velocities through the structure, and in no case shall the invert sections through the structure be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Use half circle template to check invert shape and size while building. Grade on the invert shall be such that no water pockets are formed. Side branches shall be connected with as large radius of curve as practicable.

Concrete filling between the sewer invert and walls of structure shall be flush with the top edges of the invert and shall slope up from the invert at the rate of 3 inches per foot.

Inverts shall be trowelled smooth and clean. Where water problems require, use quick setting cement to aid in construction of smooth inverts.

7.01 STEPS

When shown on plans, shall be solidly grouted in place with full mortar encasement.

8.01 WATER TIGHTNESS

All structures shall be constructed substantially water tight. All obvious leaks shall be repaired.

Curing seal, moist cure or shade shall be used, when required, to accomplish these results and to provide a watertight structure.

Masonry and mortar around pipe shall be carefully constructed to provide watertight connections.

9.01 SETTING TOP CASTINGS

Top castings for all structures with a concrete top slab shall be cast in the slab at the time of pouring.

Top castings for manholes shall be set in full mortar bed and to required elevation and slope.

Except when otherwise indicated or directed, set manhole tops as stated in the following paragraphs.

Top shall be set flush, and on same slope, with finished pavements or walks. In newly developed areas, set top to designed street surface.

In streets with stone or oiled surfacing, set tops so that they will remain exposed, but flush, when construction is completed.

In established lawns, set tops approximately 1 inch above normal grade and slope away from manhole at 1 on 10 slope.

10.01 MISCELLANEOUS

Steel Items. ASTM A7 or A36. Painting, as required, on plans.

Cast Iron Items. ASTM A 48, Class NO. 25, gray iron. Except for the buried portion of manhole steps, coat with coal tar pitch, 2 coats, at foundry. Castings shall fit together properly and be non-rocking under moving loads.

11.01 MEASUREMENT AND PAYMENT

- A. All costs associated for drainage structures shall be measured and paid for per each drainage structure completed and accepted.

END OF SECTION

1.01 REMOVAL AND RESETTING FENCE

- A. Wherever existing fences lie within the construction limits or wherever shown on the Plans, the Contractor shall remove and store the fencing during the construction of that portion of the project that is in conflict with the fence.
- B. The Contractor shall take care not to damage the fencing materials during this operation and shall be fully responsible for any damage to the fencing materials caused by his operations.
- C. Any damaged material shall be replaced by the Contractor and at his sole expense with new material equal to that from which the fence was constructed.
- D. The fence shall be reconstructed in accordance with best accepted fencing practices. All posts shall be cleaned of existing concrete and reset in concrete.
- E. Prior to removing any fence the Contractor shall contact the property owners involved so that they may take necessary steps to confine any animals or children normally kept within the fence.
- F. It may be necessary for the Contractor to erect temporary fencing during the period between the actual construction and the resetting of the permanent fence. Wherever this is necessary so that the property owner can retain normal use of his yard, the Contractor shall provide and erect such temporary fencing at no cost to the Owner.

2.01 TEMPORARY FENCING

- A. Wherever permanent fencing that is used to contain small children or animals must be removed to accommodate construction, the Contractor shall erect temporary fencing suitable to perform the function of the permanent fence until the permanent fence can be restored.
- B. The construction of the temporary fencing shall be coordinated with the property owner to cause as little inconvenience as possible. In no case shall such areas be left unfenced over a weekend or for more than one weekday.
- C. At the Contractor's option, materials from the existing fence may be used for the temporary fencing. However, the Contractor will be fully responsible for restoring the permanent fence in condition at least equal to that prior to construction.
- D. Temporary fencing will be subsidiary to the other items of construction.

3.01 PAYMENT

- A. All work, equipment, and material required removing, salvaging, and reconstruct fences in conflict with construction of the improvements shall be subsidiary to the other items of construction.

END OF SECTION

1.01 GENERAL:

The work of this section shall consist of fertilizing, seeding and mulching. All areas disturbed by the work, and not to be paved, shall be seeded.

2.01 FERTILIZER, SEED, AND MULCH:

All materials and work shall conform to Section 2401, APWA Specifications except as amended herein.

- A. Fertilizer shall be in accordance with Section 2401.2.C of the APWA Specifications.
- B. Fertilizer shall be applied in accordance with Section 2401.3.A of the APWA Specifications.
- C. All mulch shall be vegetative type.
- D. Seed shall be Type A.
- E. Hydraulic seeding and fertilizing may be used in lieu of mechanical applications provided they are applied separately and incorporated into the soil as specified in Section 2401, APWA Specification.
- F. Seed shall be applied at 2 times the rate shown in APWA Section 2401.3.C.
- G. An established grass cover shall be provided on all areas requiring seeding prior to acceptance of this item.

3.01 MEASUREMENT AND PAYMENT OF SEED:

- A. Measurement shall be per lump sum.
- B. Payment for work required to fertilize, seed and mulch all disturbed areas, including furnishing all materials, labor and equipment, shall be paid for by the lump sum.

END OF SECTION

1.01 GENERAL

This specification covers all cast-in-place plain and reinforced concrete construction required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

1.02 GENERAL CONCRETE CONTROL AND QUALITY

- A. The current editions, as of date of opening bids for this Contract, of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. of Kansas City, Missouri, are hereby made a part of this specification and shall have the same effect as if repeated herein. Said Bulletin and Specifications will be hereinafter referred to as "MCIB". The Contractor shall obtain sufficient copies of same to furnish them to his superintendents, pertinent sub-contractors and concrete and material suppliers.
- B. When the provisions of the specifications or plans for this Contract differ from MCIB, the provisions of these specifications and plans shall govern.

2.01 MATERIALS

Materials shall conform to the requirements of the Kansas City Metropolitan Materials Board (KCMMB).

- A. Cement. Cementitious materials shall meet the requirements of the KCMMB.
- B. Fine Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- C. Coarse Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- D. Mixing water. MCIB Section No. 4.
- E. Air-Entraining Agent. Air-entraining agents used to produce specified amounts of air entrainment shall be neutralized Vinsol Resin, Darex AEA, Protex AEA or an approved equal conforming to the applicable requirements of ASTM Designation C260 and MCIB Bulletin No 20.
- F. Admixtures - Fibrous Concrete Reinforcements. 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion/contraction, reduction of permeability, increased impact capacity, shatter resistance, abrasion resistance, and added toughness. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3 and ASTM C-1116 Performance Level I outlined in Section 21 Note 17.

Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA 37416 (or approved equal). There will be no direct pay for fibrous concrete reinforcements.

G. Reinforcing Steel.

1. General: All reinforcing steel shall be deformed bars and shall comply with ASTM Designation A615, Grade 40 or 60. Applicable portions of MCIB Bulletin No. 12, "Reinforcing Steel-Handling and Placing," shall also be observed.
2. Bar Supports: All bolsters and chairs shall be in accordance with ACI Standard 513, and those used in the underside of the top slabs shall be pre-galvanized. On sub-grade, support on continuous chairs or on concrete brick or hard burned clay brick, at Contractor's option.
3. Fabrication: Fabrication of reinforcing steel shall be in accordance with ACI Standard 315. Requirements for laps, spacing, edge distance, length and bending of bars are given on the Plans. Reinforcing steel shall be protected from damage at all times. The bars shall be firmly tied at the alternate crossings, or closer. The steel shall be tied in correct position, positively secured against displacement, and inspected before any concrete is placed. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Bars at the top of lifts shall be held securely in correct position by means of approved metal bar supports. Before any concrete is placed, any dried mortar, loose rust or mud shall be cleaned from the reinforcing steel.

H. Welded Wire Fabric. ASTM Designation A-185.

I. Expansion Joint Filler. AASHTO M213.

2.02 READY MIXED CONCRETE

- A. Ready mixed concrete, in accordance with ASTM Designation C-94, shall be used unless otherwise authorized by the Engineer. Any concrete which is not plastic and workable when placed on the subgrade or in the forms shall be rejected.
- B. Concrete shall be completely placed in the forms within one hour after the truck leaves the ready mix plant or after water is added to the mix, whichever occurs first.

2.03 CONCRETE MIX

- A. Class KCMMB-4K Concrete Construction All concrete used in construction of curbs and gutters, retaining walls, culvert aprons, inlets, junction boxes, yard inlets, manholes, ditch liners, sidewalks, and integral sidewalk retaining walls shall be classified as Class KCMMB-4K unless otherwise stated in the plans. For curb and gutter use added fibers.

3.01 CONCRETE INSPECTION

- A. MCIB Bulletin No. 6 shall apply.

- B. Under Item 1 (a) of Bulletin No. 6, the word "Inspector" shall also mean "Construction Representative" or "Engineer."
- C. The Owner will pay for laboratory tests in accordance with Item 4(a) of said Bulletin No. 6.
- D. Under Item 7(e) of said Bulletin No. 6, the laboratory shall also report test results to the Owner.

3.02 CURING CONCRETE

Maintain continuously for 5 days after placing:

- A. Concrete temperature at least 50° F. and not over 100° F.
- B. Concrete Moisture:
 - 1. Walls & Structures - Cover with 6 mil polyethylene film and leave forms on 5 days, except as required for rubbing. Polyethylene membrane 4 mil thick; lap joints 6". Hold down with 1 x 4 at laps and at 6 foot centers. Membrane to be translucent or white in hot weather; black in cold weather.
 - 2. Slabs - Spray approved membrane - 1 gallon to 200 square feet.
 - 3. Pavement, Walks, -
Channels, and
other Approved
Structures

3.03 COLD WEATHER REQUIREMENTS

- A. MCIB Section 10 as amended herein shall apply.
- B. Item 1(e). No calcium chloride or other admixture shall be added to the concrete without approval of the Engineer.
- C. All coverings and heating equipment shall be on hand prior to beginning placement of the concrete.

3.04 HOT WEATHER REQUIREMENTS

MCIB Section 11 shall apply.

4.01 FORMS - WALL

- A. Forms shall be constructed from surface finished plywood and 2 x 4 studs or approved manufactured forming system. All form material shall be in first class condition and with mortar tight joints. Provide cleanouts at bottom and remove debris.

- B. Forms shall be erected true and rigid with adequate bracing to insure alignment. Provide chamfer for all exposed corners.

4.02 CONCRETE FINISH

- A. All concrete shall be finished monolithically. No "topping" or "plastering". Walls exposed to view shall be rubbed to produce uniform sandy texture without air voids, fins, form marks or offsets. Tops of all walls shall be hard trowel finish with chamfered corners.
- B. Pavement slab, slope paving, inlet tops, sidewalk, and exposed slabs of structures shall receive a light broom finish.

4.03 JOINTS

- A. Joints shall be constructed as shown on the Plans. Unless shown on the plans, joints shall not be constructed unless approved by the Engineer.
- B. All construction joints shall be made with canted 2 x 4 at least 2 inches from wall face. All construction joint contact surfaces shall be finished with wood float finish.
- C. Normal Grout
Furnish and install normal cement grout where called for on the plans. Mix to be 1 part sand to 2 parts cement by volume. Use minimum water required for workability.
- D. Expanding Grout
Proportion by weight 1 part normal Portland cement, 1 part sand and 1 part Ironite compound similar and equal to Embeco (Master Builders Co.). Thoroughly dry mix and add a minimum of water to a stiff consistency as limited by placing conditions. Firmly pack mortar into hole or joint and moist cure for three days.

5.01 LABORATORY TESTS

- A. Tests of concrete material and cylinders will be made at a laboratory approved by the Owner. Laboratory charges will be paid by the Owner.
- B. The Engineer shall prepare a set of three test cylinders from each significant pour or when directed by the Owner. The Contractor shall deliver the cylinders to the laboratory from a minimum of 24 hours to a maximum of 48 hours after the cylinders were prepared.
- C. Copies of all test reports shall be sent not later than two days after completion of tests to the following:
 - One copy to Owner
 - One copy to Contractor
 - One copy to Consulting Engineer.

5.02 CONCRETE EQUIPMENT AND PLACING

- A. MCIB Section 8 shall apply.
- B. The Contractor's attention is called to the size of concrete pours required. He shall have sufficient crews, vibrators and other equipment to properly handle same so that no cold joints will be created and that concrete surfaces will be kept "alive". The Engineer shall be advised in advance of the equipment to be used.
- C. Before delivery of concrete the Contractor shall have made all necessary preparations and shall have all necessary items on hand not only for proper placing but for covering, curing, heating, finishing, rubbing and/or as required to perform in accordance with the Plans and Specifications. Failure to be properly prepared may result in inability to perform properly and consequent rejection of the work.
- D. Any concrete damaged by the Contractor's equipment, or by other means during construction shall be replaced at the Contractor's expense.

5.03 CONCRETE TESTING

The following concrete testing shall be the responsibility of the Contractor. All testing shall be performed by a competent testing laboratory approved by the Owner. Payment for the testing during construction shall be by the Owner.

- 1. Prior to beginning construction a job mix shall be prepared and submitted to the Owner for his approval.
- 2. For each day's significant structure pour, the following tests shall be run:
 - a. Air content.
 - b. Slump.
 - c. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

5.04 MEASUREMENT AND PAYMENT

- A. No measurement will be made unless authorized changes of the plans result in additions or deductions in the work. If changes are made, adjustments will be made on the basis of the unit prices stated in the proposal or according to GC-23, whichever is appropriate as determined by the Engineer.

Final payment will be a lump sum based on the proposal quantities and unit prices or minus change orders as described above.

END OF SECTION

1.01 GENERAL

The work of this Article shall consist of furnishing and placing all metal work, including structural steel, but not including iron castings or reinforcing steel. Structural steel work shall include edge angle assemblies for area and curb inlets.

2.01 MATERIALS

- A. Structural Steel: ASTM A 36.
- B. Steel Tubing: ASTM A-501.
- C. Round Steel Pipe: ASTM A 120, standard weight.
- D. Bolts and Nuts: ASTM A 307.
 - 1. Where galvanized bolts are specified or required by the drawings, zinc plating shall conform to Type GS of ASTM B633.
- E. Expansion Anchors: Federal Specification FF-S-325, self-drilling type, Group III, type I.
- F. Flat Washers: ANSI B 27.2.
- G. Galvanizing: ASTM B6, A 123 and A 385 or A 153. Galvanizing shall be after fabrication, except for handrail. Handrail may be fabricated from galvanized tubing. Repair of weld areas shall be made as provided in Missouri Highway Specification Section 712.13. All sharp projections and burrs shall be carefully removed following galvanizing.
- H. Paint:
Shop applied coatings shall be:
 - 1. Rust inhibitive shop primer Tnemec "77 Chem-Prime" or for steel approved equal
 - 2. Finish coat Tnemec #2024 or approved equal

3.01 FABRICATION

Fabrication shall be in accordance with the latest editions of the AISC "Code of Standard Practice for Steel Bridges and Buildings" and "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". Welding shall be with A233 Class E70 series electrodes or by submerged arc welding Grade SAW-2. Grind smooth and even with surface prior to galvanizing.

4.01 INSTALLATION

- A. Set all structural steel, pipe, tubing and anchor bolts solidly in place to the position and grade as shown on the Plans. Where embedded in concrete, attach securely to forms prior to placing concrete.
- B. Anchor bolts shall be delivered in time to permit setting when structural concrete is placed. Anchor bolts for cast-in-place concrete shall be provided with sufficient threads to permit a nut to be installed on the concrete side of the concrete form or supporting template. Two nuts shall be furnished for each anchor bolt.

END OF SECTION

Item Number: Applications/Presentations- A.-1.

Committee 7/20/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Marek Gliniecki - Art Committee Update**

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Item Number: Mayor's Report- III.-A.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Economic Development Update

Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Item Number: Unfinished Business- VI.-A.

Committee 7/20/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 7/16/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **RFP Responses for Abatement Mowing Services**
Item Type: Discussion

Recommendation:

To deny approval of the RFP from Lawrence Pest Control to provide abatement services for mowing, large debris, and nuisance located on private property.

Details:

The Governing Body agreed to issue an RFP for Abatement Mowing Services on June 16th, 2015. We received one bid back from Lawrence Pest Control which would provide the services at a cost of \$95/man-hour.

Staff researched the cost other Johnson County cities were paying for the same service. The average cost we found was around \$35/man-hour. Staff believes issuing the RFP in the summer is a major reason why we only received back one bid. Staff may recommend re-issuing the RFP for Abatement Mowing Services as we get into the winter months.

Public Works Department will continue to provide abatement services on private property for the remainder of the year.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

ATTACHMENTS:

Description		Type
	Lawrence Pest Control Bid	Backup Material

ABATEMENT AGREEMENT

CITY OF ROELAND PARK, KANSAS

NEIGHBORHOOD SERVICES DEPARTMENT

PROPOSAL

ABATEMENT SERVICES

TO: CITY OF ROELAND PARK,
JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all labor, equipment, and material to provide the following services per attached specifications for municipal facilities:

Weed Abatement: \$ 95.00 per man-hour
Debris Abatement: \$ 75.00 per man-hour

Please identify all equipment owned:

Brush		Front Loader	
Hog		Weed Eater	
Chainsaw		Push/Riding	
Blower		Mowers	
Pole Saw		Misc. Hand Tools	

DATED in 1 this 2 day of July, 2018

COMPANY: Laurence Bar-Centel Co

ADDRESS: 4725 Lamar Ave, Mission, KS 66202

NAME: Sam Kumar

BY: Sam Kumar
SIGNATURE

TITLE: Owner

TELEPHONE NO: 913-677-7003

ABATEMENT AGREEMENT

List 3 Professional References:

Reference Name	Business/Organization	Phone Number
Forest Becker	Kansas City, MO	Perkins Rec
	Overland Park, KS	Perkins Rec
	SJC	816.550-0184



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrity Insurance Services 8900 Indian Creek Parkway, Ste 250 Overland Park, KS 66210 Phone (913)681-1270 Fax (913)681-3011		CONTACT NAME: Richard Smith PHONE: (913)681-1270 FAX: (913)681-3011 E-MAIL: rsmith@is-ins.com ADDRESS:	
INSURED Lawrence Pest Control Company 4725 Larnar Mission, KS 66202-913		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUTUAL INS COMPANY INSURER B: Technology Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES		REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	NS5 2161204 02	01/22/2015	01/22/2016	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS	Y	NS5 2161204 02	01/22/2015	01/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$ 0.00	Y	NU5 2161205 02	01/22/2015	01/22/2016	EACH OCCURRENCE \$ 3,000,000.00 AGGREGATE \$ 3,000,000.00
B	☒ WORKERS COMPENSATION ANY EMPLOYER'S LIABILITY OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) Types describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3394644	01/22/2015	01/22/2016	W/C STATUS ☒ TOB/ LIMITS ☐ OTH- E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FOR INFORMATION	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Richard F. Smith</i>	

ABATEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, and _____, hereinafter referred to as Contractor. It is the intention of the City to use the services of Contractor to provide services for City as outlined in this Agreement.

SECTION I - SCOPE OF WORK

The Abatement services shall consist of the work as set forth in the Scope of Work of the 2015 Request for Proposals for Abatement Services (hereinafter, the "Services"), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

SECTION II - COMPENSATION

The City agrees to pay Contractor the per man-hour amount of \$ _____ and \$ _____ for the Services specified under this Agreement.

City agrees to remit payment for each valid invoice received and approved by the Finance Director or his/her designee within thirty (30) days of receipt of invoice.

City may request that Contractor perform work beyond, outside of, or in addition to the Scope of Work specified in this Agreement and such work shall be designated "Additional Services." City and Contractor shall negotiate a Scope of Work and compensation for such Additional Services, and the Scope of Work and compensation shall be reflected in a supplemental agreement. The terms and conditions of this Agreement shall apply to any Additional Services provided by the Contractor.

SECTION III – AGREEMENT TERM

The term of this Agreement shall be effective through December 31, 2015.

SECTION IV - TERMINATION FOR CONVENIENCE

Notwithstanding the provisions of Section III herein, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. City shall give written notice at least thirty (30) days in advance of the termination to Contractor specifying that the Agreement or a designated part thereof shall be terminated and when termination becomes effective. Contractor shall incur no further obligations to the City in connection with the termination of Services. On the date set forth in the written notice, Contractor shall stop Services on behalf of the City to the extent specified and shall invoice the City for Services provided to that date. The City shall compensate the Contractor for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION V - TERMINATION FOR CAUSE

If either party is violating any of the conditions of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within thirty (30) days after the serving of the notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate. The City retains the right to withhold the payment or any portion thereof for damages incurred as a result of Contractor's breach of this Agreement.

ABATEMENT AGREEMENT

SECTION VI - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Services as per this Agreement as if no dispute existed, and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City.

SECTION VIII – TAXES

Contractor is responsible for payment of any and all federal, state, and local taxes.

SECTION IX - SUBCONTRACTORS

Contractor shall not subcontract portion of the Services to be provided under this Agreement.

SECTION X – INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.

SECTION XI- INSURANCE REQUIREMENTS

(a) General -

The Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits -

The Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this Agreement.

ABATEMENT AGREEMENT

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability -

The Commercial General Liability insurance coverage that is to be provided by Contractor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Contractor under SECTION IX of this Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY (Complete Certificate "Form B")

General Aggregate:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Policy must include the following conditions:

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Independent Contractors
- c) Broad Form Property Damage

(d) Automobile Liability -

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos,
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

(e) Workers' Compensation and Employer's Liability -

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

ABATEMENT AGREEMENT

Workers' Compensation:

Statutory

Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(f) Fidelity Bond –

Vendor agrees to purchase and maintain a fidelity bond for its officers, directors, agents, and employees in an amount not less than \$10,000.

(g) Professional Liability Insurance –

This insurance shall not be required for this agreement.

(f) Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

(g) Subcontractors' Insurance - If part of the Agreement is to be sublet, Contractor shall either:

*Cover all subcontractors in its insurance policies, or

*Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

SECTION XII - NON-DISCRIMINATION AND OTHER LAWS

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, veteran status, gender identity, and sexual orientation.

2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

ABATEMENT AGREEMENT

3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
4. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and
5. The Contractor shall include the provisions of subsections (A)(1) through (4) in every sub Agreement or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a Agreement entered into by a Contractor:

- (a) Who employs fewer than four employees during the term of such contract; or
 - (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- B. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

SECTION XIII - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm, or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION XIV - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives.

XV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and

ABATEMENT AGREEMENT

Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice, or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify, or affect any of the terms and conditions set forth herein.

SECTION XVI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this CONTRACT shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XVII – BUDGET/CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current (2015) budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

TITLE XVIII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XIX – ENTIRE CONTRACT

The terms and conditions contained herein including any exhibits, the 2015 Request for Proposals (RFP) for Abatement Services and the Contractor's response to the RFP constitute the entire and exclusive Agreement between the Parties. The Request for Proposals RFP for Abatement Services and the Contractor's response to the RFP are hereby full incorporated by reference and made a part of this CONTRACT. In the event of a conflict between any terms or conditions in this CONTRACT, the RFP or the response to the RFP, the terms and conditions of the Agreement shall take precedence.

SECTION XX - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

ABATEMENT AGREEMENT

ATTEST:

CITY OF ROELAND PARK, KANSAS

Kelley Bohon
City Clerk

Joel Margardt
Mayor

APPROVED AS TO FORM:

Neil Shortidge
City Attorney

Contractor

President or corporate representative

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____,

President of _____ a corporation duly organized, incorporated, and existing under and by virtue of the laws of _____, who are personally known to me to be such officer and who are personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to the act and deed of said Corporation.

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

My Appointment Expires _____
Notary Public

(If the AGREEMENT is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)

ABATEMENT AGREEMENT

EXHIBIT A

Mowing requirements shall be as follows:

1. **Residential and Commercial Properties (occupied and vacant)**
 - a) Most residential and commercial lots will require hand mowing. Residential and commercial lots shall be cut to a height not to exceed 8 inches.
 - b) Vegetation should be cut up to the street pavement, including any adjacent ditch, right-of-way or easement. (This includes any area between the property line and the curb or street pavement line of any adjacent street or alley whether improved or unimproved.)
 - c) Trimming shall be done around any tree, shrubbery, utility pole or other obstruction located in these areas. Trim work is required on all residential and commercial properties. This includes areas along fence lines, foundations, walkways, lawn statuary and any other items located on the lot.
2. **Vacant Lots and Open Fields**
 - a) Grass shall be cut to a height not to exceed 8 inches whenever possible. Remove any cans, bottles, or other litter necessary to perform mowing.

Nuisance/Debris requirements shall be as follows:

1. Remove only the items specifically mentioned in the work order.
2. Any dump fees to be compensated will require the original receipt to accompany the invoice and work order turned into the City upon completion of work order.
3. If the contractor has questions regarding items to be removed, he/she shall contact Neighborhood Services immediately.

ABATEMENT AGREEMENT

Equipment required for weed and nuisance (debris) abatement are as follows:

- push mower and/or riding mower for residential and small lots;
- brush hog or flail mower for large areas and vacant lots;
- weed eater for required trim work;
- front loader for large debris removal;
- chainsaw, blower, pole saw; and
- any other hand tools necessary to perform debris and/or weed abatement.

The City of Roeland Park requires that all work orders be completed within 48 hours of the work order being issued. If the contractor cannot meet this requirement due to weather or another unforeseen reason, the contractor should contact Neighborhood Services immediately. Invoices for payment should be received by the City no later than 72 hours after the work has been completed - these can faxed, emailed, or brought into the office.

The contractor shall contact the Neighborhood Services Officer once the work order is completed.

The contractor is expected to perform all abatements in a professional manner. Contractors must exhibit good conduct when working on City jobs. In accordance with the City of Roeland Park's noise ordinance, no work shall be performed between the hours of 10:00p.m. and 7:00a.m. Monday through Saturday and between the hours of 10:00p.m. and 8:00a.m. on Sunday.

If the contractor is ordered off a property or is denied entry to a property, the contractor should immediately remove his/her equipment, leave the property immediately and contact the Neighborhood Services Department. The contractor is entitled to one (1) hour of compensation at the contracted rate in accordance with the type of work that was scheduled to be performed if ordered off a property.

If the contractor has any questions regarding the work to be performed, the items to be abated, or if the contractor encounters an unusual situation he/she should contact Neighborhood Services immediately.

After the work order is completed the contractor shall return a signed copy of the work order, an attached invoice, and the original receipt of any dump fees to be reimbursed within fourteen (14) business days of completed work. The City reserves the right to refuse payment of work orders if any of the above requirements are not satisfied.

Item Number: New Business- VII.-A.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/16/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Nall Park Task Order**
Item Type: Agreement

Recommendation:

To approve Task Order #21 for Nall Park Bathroom Rehabilitation design from Shafer, Kline, and Warren (SKW) at a cost not to exceed \$11,600.00

Details:

Nall Park Bathrooms have been closed to the public for over a decade. Because the bathrooms were constructed in a different era with no ADA standards, the bathrooms will need to be redesigned to have proper ADA access in them. This task order also includes the redesign of the drinking fountain at Nall Park and the shelter lighting. All the electrical and plumbing in the bathrooms, shelter, and drinking fountain will be brought up to code.

Financial Impact

Amount of Request: 11,600.00	
Budgeted Item?	Budgeted Amount: \$11,600 has been included in the Projected 2015 Budget for this expenditure
Line Item Code/Description: 5209.300 Special Infrastructure Fund	

Additional Information

ATTACHMENTS:

Description	Type
Nall Park Options	Cover Memo
Task Order #21	Backup Material

**Nall Park Task Order for Bathroom, Drinking Fountain, and Lighting
Proposed Deferred Maintenance Options for Decision-Making**

- 1) Approve task order proposed at June meeting to complete assessment of cost-effective options to repair the bathroom, drinking fountain, and lighting in shelter house at Nall Park.
- 2) Create task order to include only repairs for the drinking fountain and shelter lighting and an evaluation of costs to tear down bathroom structure.
- 3) Create task order to repair the drinking fountain and shelter lighting and allocate remaining FY2015 Nall Park funds to repair the exterior of the bathroom to prevent further interior damage from animals and birds entering through holes in the wire and wood as well as repair wood rot and paint the exterior of the bathroom.
- 4) Develop task order for drinking fountain, shelter, and options to refurbish building to different purpose as structure is sound.



SHAFFER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER #21

Project	<u>Nall Park Improvements</u>	Date	<u>5/18/15</u>
SKW Project No.	<u>130099-210</u>	Agreement Date	<u>6/1/15</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Base bid - Restrooms: Multiple items to bring the restroom up to code and make maintenance/capital improvements Alt #1: Replace drinking fountain and replace concrete work around drinking fountain. Alt #2: Multiple items to improve the shelter.

Exhibits/Attachments/References which are a part of this professional services task order:

Article I - Consultants Responsibilities
Article II - Scope of Consultant Services
Article III - City's Responsibilities
Article IV - Time Schedule
Article V - Compensation
Article VI - General Provisions

Anticipated effects of professional services tasks order on basic services:

None.

Schedule:

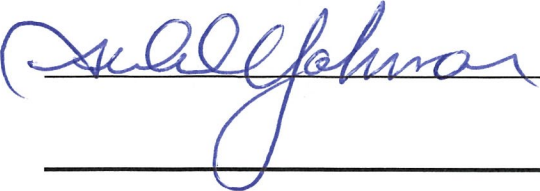
Per Article IV attached.

Fees:

Per Article V attached.

\$11,600.00

The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

SKW by	<u></u>	Date	<u>5/18/15</u>
Client by	<u></u>	Date	<u>6/1/15</u>

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

Distribution

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

TASK ORDER #21

ENGINEERING DESIGN OF IMPROVEMENTS FOR NALL PARK

(Restrooms, drinking fountain and shelter)

ARTICLE I CONSULTANT'S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II SCOPE OF CONSULTANT SERVICES

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

1.0 Project Start-up

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.

2.0 Data Collection

- 2.1 Conduct limited field measurements of the project streets to obtain detail necessary for proper preparation of plans.

3.0 Preliminary Design

Project scope shall consist of

Base bid - Restrooms:

new roof, new fascia, new siding at roof, trim beams to remove rot, paint exterior and interior, stain wood, grind concrete floor in 3 areas to make accessible, provide flowable caulk for concrete between bldg and walk, remove concrete partitions, grind floor and walls smooth, install SS or polymer toilet partitions, raise and replace two water closets to meet ADA, move and replace two wc (or 1 wc and 1 urinal) to create space for ADA wc, replace 2 lavs., replace toilet paper dispenser, paper towel dispenser, mirrors, grab bars, replace door, replace CW line, install rpz backflow preventer, rework sanitary line, replace light fixtures, replace electrical panelboard, replace wire mesh above walls where necessary

Alt 1

concrete work around drinking fountain and replace drinking fountain

Alt 2 - shelter

replace lights, replace siding at roof, stain wood, paint columns

- 3.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2 Preliminary plans shall include the following six (6) sheets:
 - Preliminary general construction plans for restroom and shelter improvements, (2 sheet)
 - Preliminary bathroom demolition plan (1 sheet)
 - Preliminary plumbing plan for restroom and drinking fountain. (1 sheet)
 - Preliminary electrical plan for restroom and shelter improvements (1 sheet)
 - Preliminary spec sheet with details (1 sheet)
- 3.3 Present one set of preliminary plans each to the City and to other appropriate governmental agencies.
- 3.4 Prepare an estimate of probable cost detailing typical construction pay items. Add a contingency of 10 percent to the sum of the construction cost.

4.0 Final Design

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 4.1 Address any comments from the preliminary review.
- 4.2 Prepare final construction plans and construction specifications. Specifications shall be on the drawings.
- 4.3 Submit one set of final plans and specifications to the City.
- 4.4 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 4.5 Prepare all bid documents using City standard contract documents.

5.0 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 5.1 Provide the City a notice of bid to Contractors for publication.
- 5.2 Provide notice of bid to potential contractors via digital planroom.
- 5.3 Provide plans, bid documents, and specifications to digital planroom for potential bidders.
- 5.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 5.4 Provide to the City a Consultant's estimate and bid tab sheet.
- 5.5 Attend bid opening and check all bids for accuracy.
- 5.6 Evaluate the bidders and make recommendation of award to the City.

6 Construction Administration Phase

Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 6.1 Conduct a pre-construction meeting which will include the City, Contractor, and Engineer.
- 6.2 Serve as field liaison between the public, the Contractor, the City.

- 6.3 Submit to the City the construction observation reports. The report will identify prime and subcontractor, numbers and type of personnel and equipment on site, material deliveries, work accomplished, results of inspections and tests, nature of defects found, causes for rejection, proposed remedial action, and corrective action taken.
- 6.5 Provide weekly observation for the project to check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 6.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 6.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 6.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 6.9 Recommend and prepare Change Orders to City as appropriate, and issue Field Orders authorizing minor changes in the Project not involving an adjustment in the Contract sum or an extension of Contract time.
- 6.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 6.11 Conduct a pre-final of work segments.
- 6.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 6.13 Coordinate with the contractor to take pre-construction photographs.
- 6.14 Keep minutes of all meetings and disperse to City representative and all other attendees within five workdays.

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within 30 calendar days from Notice to Proceed.
- 2) Final Design will be completed within 14 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 calendar days from acceptance of the Final Design.

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

Construction Administration Phase	\$ 2400
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The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Feasibility Study Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed, Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the

Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

TASK ORDER #21

ENGINEERING DESIGN OF IMPROVEMENTS FOR NALL PARK (Restrooms, drinking fountain and shelter)

ARTICLE I **CONSULTANT'S RESPONSIBILITIES**

The Consultant shall either perform for or furnish to the City professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II **SCOPE OF CONSULTANT SERVICES**

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

1.0 Project Start-up

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.

2.0 Data Collection

- 2.1 Conduct limited field measurements of the project streets to obtain detail necessary for proper preparation of plans.

3.0 Preliminary Design

Project scope shall consist of

Base bid - Restrooms:

new roof, new fascia, new siding at roof, trim beams to remove rot, paint exterior and interior, stain wood, grind concrete floor in 3 areas to make accessible, provide flowable caulk for concrete between bldg and walk, remove concrete partitions, grind floor and walls smooth, install SS or polymer toilet partitions, raise and replace two water closets to meet ADA, move and replace two wc (or 1 wc and 1 urinal) to create space for ADA wc, replace 2 lavs., replace toilet paper dispenser, paper towel dispenser, mirrors, grab bars, replace door, replace CW line, install rpz backflow preventer, rework sanitary line, replace light fixtures, replace electrical panelboard, replace wire mesh above walls where necessary

Alt 1

concrete work around drinking fountain and replace drinking fountain

Alt 2 - shelter

replace lights, replace siding at roof, stain wood, paint columns

- 3.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2 Preliminary plans shall include the following six (6) sheets:
 - ☐ Preliminary general construction plans for restroom and shelter improvements, (2 sheet)
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 - ☐ Preliminary plumbing plan for restroom and drinking fountain. (1 sheet)
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 - ☐ Preliminary spec sheet with details (1 sheet)
- 3.3 Present one set of preliminary plans each to the City and to other appropriate governmental agencies.
- 3.4 Prepare an estimate of probable cost detailing typical construction pay items. Add a contingency of 10 percent to the sum of the construction cost.

4.0 Final Design

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 4.1 Address any comments from the preliminary review.
- 4.2 Prepare final construction plans and construction specifications. Specifications shall be on the drawings.
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- 4.4 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 4.5 Prepare all bid documents using City standard contract documents.

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Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 5.1 Provide the City a notice of bid to Contractors for publication.
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- 5.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 5.4 Provide to the City a Consultant's estimate and bid tab sheet.
- 5.5 Attend bid opening and check all bids for accuracy.
- 5.6 Evaluate the bidders and make recommendation of award to the City.

6 Construction Administration Phase

Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 6.1 Conduct a pre-construction meeting which will include the City, Contractor, and Engineer.
- 6.2 Serve as field liaison between the public, the Contractor, the City.

- 6.3 Submit to the City the construction observation reports. The report will identify prime and subcontractor, numbers and type of personnel and equipment on site, material deliveries, work accomplished, results of inspections and tests, nature of defects found, causes for rejection, proposed remedial action, and corrective action taken.
- 6.5 Provide weekly observation for the project to check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 6.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 6.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 6.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 6.9 Recommend and prepare Change Orders to City as appropriate, and issue Field Orders authorizing minor changes in the Project not involving an adjustment in the Contract sum or an extension of Contract time.
- 6.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 6.11 Conduct a pre-final of work segments.
- 6.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 6.13 Coordinate with the contractor to take pre-construction photographs.
- 6.14 Keep minutes of all meetings and disperse to City representative and all other attendees within five workdays.

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within 30 calendar days from Notice to Proceed.
- 2) Final Design will be completed within 14 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 calendar days from acceptance of the Final Design.

ARTICLE V COMPENSATION

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

Data Collection (\$600), Preliminary & Final Design (\$7,800) and Bid Phase (\$800)	
	\$ 9200.00

Construction Administration Phase	\$ 2400
-----------------------------------	---------

The Construction Services is based on an estimated construction schedule. If the actual construction schedule is different than estimated, then the Construction Services fee shall be adjusted in accordance with the hourly rates shown in the Schedule of Salary Base Rates.

The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Feasibility Study Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed. Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the

Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

































Item Number: New Business- VII.-B.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/16/2015
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Approval to Publish for Budget Hearing**
Item Type: Other

Recommendation:

Approve the publication of the Budget Hearing Notice for August 10, 2015 in the *Legal Record*.

Details:

The attached budget hearing notice will be published in the *Legal Record* on July 28, 2015 upon approval by the governing body. This step is required by state budget laws and must provide at least 10 days notice prior to the budget hearing. In addition, staff will post a notice on the City website, Facebook and twitter accounts.

The Budget is set to be adopted at the Council meeting on August, 17th. After publication, the City's levied funds may not increase beyond what is published. The City is recommending to maintain its mill levy at 33.378. The value of one mill is \$63,348 in 2016 compared with 2015 which was \$60,836.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

ATTACHMENTS:

Description

Type

 2016 Budget Hearing Notice

Backup Material

NOTICE OF BUDGET HEARING

The governing body of
City of Roeland Park
will meet on August 10, 2015 at 6:00 PM at Roeland Park City Hall, 4600 W 51st Street for the purpose of
hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
Detailed budget information is available at Roeland Park City Hall or online at www.roelandpark.net and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2016 Expenditures and Amount of 2015 Ad Valorem Tax establish the maximum limits of the 2016 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2014		Current Year Estimate for 2015		Proposed Budget for 2016		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2015 Ad Valorem Tax	Estimate Tax Rate *
General	4,428,605	28.728	4,794,243	28.412	7,351,900	1,799,865	28.412
Debt Service	1,067,623	4.651	1,248,180	4.966	1,652,864	314,600	4.966
Special Highway	206,491		145,640		256,237		
Special Street (27A)	678,282		1,227,000		1,179,318		
Community Center (27C)	210,338		152,000		423,626		
Special Infrastructure (27D)	446,054		313,000		536,563		
Equipment & Bldg Reserve	352,269		322,788		762,369		
RP PROP. OWNERS ASSOC	31,918		31,875		46,541		
TIF 3A/C - BOULEVARD AP	4,743				931,856		
CID #1 - Wal-Mart/Bella Roe	0		0		1,689,336		
TDD #1	381,769		432,588		588,530		
TDD #2	136,858		153,756		164,912		
TIF 2A - City Hall/McDonalds	182,053		433,630		458,696		
TIF 2C - Valley State Bank	49,800		47,740		47,740		
TIF 1A/B	415,209		1,208,000		1,176,082		
Non-Budgeted Funds-A	483,275						
Totals	9,075,287	33.379	10,510,440	33.378	17,266,570	2,114,465	33.378
Less: Transfers	1,212,087		1,116,828		901,851		
Net Expenditure	7,863,200		9,393,612		16,364,719		
Total Tax Levied	1,978,465		2,030,424		xxxxxxxxxxxxxxxxxxx		
Assessed Valuation	59,270,263		60,835,995		63,347,860		
Outstanding Indebtedness, January 1,	2013		2014		2015		
G.O. Bonds	9,260,000		8,395,000		7,995,000		
Revenue Bonds	0		0		0		
Other	860,000		0		0		
Lease Purchase Principal	1,381,133		1,162,630		894,195		
Total	11,501,133		9,557,630		8,889,195		

*Tax rates are expressed in mills

Jennifer Jones-Lacy

City Official Title: Asst. City Administrator

Item Number: New Business- VII.-C.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/17/2015
Submitted By: Teresa Kelly
Committee/Department: Admin.
Title: **Ad-Hoc Bike Walk Development Group**
Item Type: Other

Recommendation:

Create the Roeland Park Pedestrian and Bicycle Safety Ad Hoc Committee and appoint Members:

- Teresa Kelly (Council Liaison)
- Erin Thompson (Council Liaison)
- Kyle Rogler
- Laura Steele
- Tyler Steele
- Joe Blankenship (BikeWalkKC)

Details:

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

Over the next 12 months the committee will look at the current state of transportation in and around the City as it relates to active transportation - pedestrian conditions, ADA accessibility, and bicycling and transit accessibility.

Committee Goals:

- The committee will collaborate with appropriate City personnel and departments as necessary, including, but not limited to the Police Department, Public Works and Administrative staff.
- The committee will identify both particular areas of concern and community assets as they relate to transportation issues
- Recommendations for specific infrastructure improvements (e.g. signage, pavement markings, construction, etc.) will be made, with both short and long term solutions suggested. Recommendations will have associated costs and responsible party noted as often as possible.
- Policies, procedures, and example RFQ/RFP language that incorporate and advance active transportation will be suggested for the Governing Body to adopt and city departments to follow. Model policies and language will be as specific as possible.
- A completed Walk Friendly Community application will be provided and submitted on the City's behalf. This will result in specific feedback from the Walk Friendly Communities designation committee and has the potential to lead to a Walk Friendly Community designation.
- The Committee will notify the Governing Body of the following events/time periods with enough time to make a proclamation of support:
 - International Walk to School Day (October 7, 2015)
 - Bike Month (May 2016)
 - Bike to School Day (May 4, 2016)
- Promote creation of formal permanent city committee comprised of members of the Governing Body, City staff and the general public to promote active transportation and monitor the implementation of recommendations, infrastructure and policies.

Item Number: New Business- VII.-D.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/16/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **R Park Survey - Task Order**
Item Type: Agreement

Recommendation:

To approve the R Park Survey Task Order for an amount not to exceed \$6,000.00

Details:

The R Park survey will include the collection of topographic and boundary information for R Park. This survey will also include 55th Terrace, between Juniper and Sherwood. The cost of this survey was lowered \$2,000 because staff was able to located boundary information from the elementary school demolition which Shafer, Kline, and Warren could use to save time. This survey will assist in guiding the R Park Design Ad Hoc Committee and the Parks Committee toward park planning.

Financial Impact

Amount of Request: \$6,000	
Budgeted Item?	Budgeted Amount: \$8,000
Line Item Code/Description: 5501.300 / Special Infrastructure 27-D	

Additional Information

ATTACHMENTS:

Description	Type
task order 14	Cover Memo
task order 14 attachment	Cover Memo



SHAFFER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER #14

Project	<u>R Park Survey</u>	Date	<u>7/20/15</u>
SKW Project No.	<u>130099-140</u>	Agreement Date	<u>3/10/15</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Provide survey of R Park, generally bounded on the south by 56th St, east by Sherwood Dr, west by Juniper Dr and north by 55th Terr. The survey also includes features for 55th Terrace between Briar St and Juniper Dr.. The survey and base map will include: 1. Contours at 1' intervals; 2. Utilities as located by one call and visible at the surface; 3. All surface improvements (sidewalks, parking lot, tennis courts, granite walking paths, mulched play areas w/outline of play equipment, toilet, signs and backstop); 5. Trees and caliper; 6. Property lines based on found pins (not boundary survey w/ title work).

Exhibits/Attachments/References which are a part of this professional services task order:

Article I - Consultants Responsibilities
Article II - Scope of Consultant Services
Article III - City's Responsibilities
Article IV - Time Schedule
Article V - Compensation
Article VI - General Provisions

Anticipated effects of professional services tasks order on basic services:

None.

Schedule:

Per Article IV attached.

Fees:

Per Article V attached.

\$6,000.00

The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

SKW by

Date 7/20/15

Client by

Date 7/20/15

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

Distribution

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

TASK ORDER #14

R PARK SURVEY

ARTICLE I CONSULTANT'S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional surveying and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II SCOPE OF CONSULTANT SERVICES

The consultant shall perform or furnish the necessary professional surveying duties and related services to provide for the mapping for the "Project", including but not limited, to the following items:

1.0 Project Start-up

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.
- 1.2 Contact all utility companies of record to request locations of their facilities and to begin the process of communication with utilities that must be carried throughout the entire Project execution.

2.0 Data Collection and Base Map

- 2.1 Conduct field measurements of the project to obtain detail necessary for proper preparation of base maps.
- 2.3 Secure critical elevations required for the Project.
- 2.3 Reference utilities to the project maps from field locations provided by the utility companies.
- 2.4 Prepare base map reflecting results of the field survey to include:
 - Contours at 1' intervals
 - Utilities as located by One Call and visible at the surface
 - All surface improvements (sidewalks, parking lot, tennis courts, granite walking paths, mulched play areas w/ outline of play equipment, toilet, signs and backstop)
 - Trees and caliper
 - Property lines based on found pins (does not include legal boundary survey w/title work)

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all

- standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, maps, models, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
 - 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
 - 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.
 - 5) Open any structures that do not have manways for inspection and measurement.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary survey base map will be provided for City Review within 14 Calendar Days from the date of the Agreement.

ARTICLE V COMPENSATION

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

Data Collection and Base Map	\$ 6,000.00
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The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Feasibility Study Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed, Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable

Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.



SHAHER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER#...

Project	<u>R Park Survey</u>	Date	<u>2/10/15</u>
SKW Project No.	<u>130099-140</u>	Agreement Date	<u>3/10/15</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Provide topographic and boundary survey of R Park, generally bounded on the south by 56th St, east by Sherwood Dr, west by Juniper Dr and north by 55th Terr. The survey also includes topographic and boundary features for 55th Terrace between Briar St and Juniper Dr.

Exhibits/Attachments/References which are a part of this professional services task order:

Article I - Consultants Responsibilities
Article II - Scope of Consultant Services
Article III - City's Responsibilities
Article IV - Time Schedule
Article V - Compensation
Article VI - General Provisions

Anticipated effects of professional services tasks order on basic services:

None.

Schedule:

Per Article IV attached.

Fees:

Per Article V attached.

\$6,000.00

The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

SKW by  Date 2/10/15

Client by _____ Date 3/10/15

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

Distribution

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

Item Number: New Business- VII.-E.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/16/2015
Submitted By: Mark Pentz, Interim City Administrator
Committee/Department: Public Works
Title: **R Park Design Development Agreement**
Item Type: Agreement

Recommendation:

The preparation of a Design Development Plan for R Park was discussed at the COW meeting on July 13th and staff was directed to bring the proposed agreement with Clark Enersen forward to the July 20st City Council meeting.

Details:

In October of 2010 the City contracted with Clark Enersen Partners for the preparation of the R Park Master Plan. This project included extensive citizen engagement as well as site analysis and alternative concept development. The end product was a schematic plan. Before the installation of anymore permanent, and in some cases large amenities, a much more detailed and comprehensive design development plan needs to be prepared. The process leading up to the completion of a design development plan will include citizens, elected officials, volunteers with professional expertise, and staff. Because of the need to complete the project by the end of September so that park amenities already purchased can be installed by Public Works before the leaf pick-up season, and the fact that the City will benefit from the knowledge about the park that the recommended firm gained from its prior experience with R Park, staff recommends engaging Clark Enersen for landscape architectural services and not going through a qualifications-based selection process. In essence, the firm's qualifications have already been established. The City's purchasing policy gives the City Council the discretion to waive provisions. If the agreement is approved on July 20th R Park Core Leaders are prepared to move forward on the 21st in order to complete the project in a timely fashion.

As I stated in my report to the Committee of the Whole, schools and parks are a critical part of a community's effort to maintain property values, attract new residents and retain current residents. R Park will be a very exciting and important part of Roeland Park's future

Financial Impact

Amount of Request: \$14,800	
Budgeted Item?	Budgeted Amount: \$15,000
Line Item Code/Description: 5501.300 / Special Infrastructure 27-D	

Additional Information

ATTACHMENTS:

Description

Type

 R Park Contract 2015

Cover Memo

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 20th day of July, 2015, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and The Clark Enersen Partners, Inc., a Corporation of Nebraska, hereinafter called the CONSULTANT.

The CITY intends to construct certain improvements as described below, hereinafter called Project, consisting of the following:

R Park Design Development

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related landscape architecture and planning services in connection with the Project;

The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

The CONSULTANT will serve as the CITY'S professional Landscape Architecture representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

1.0 Phase 1 – Project Re-Orientation

- 1.0 Discuss scope, schedule and contract with City
- 1.1 Meet with City staff and committees to discuss project scope and program
- 1.2 Finalize list of program elements for Design Development phase

2.0 Phase 2 – Schematic Development

- 2.1 Meet with R Park Core Leaders to discuss plan options
- 2.2 Develop first draft of focused Design Development Plan

- 2.3 Discuss focused Design Development Plan with City staff and R Park Core Leaders
- 2.4 Plan revisions incorporated into final draft Design Development Plan
- 2.5 Discuss final draft Design Development Plan with City staff and R Park Core Leaders

3.0 Design Development Documents

- 3.1 Develop final Design Development Plan and Rendering
- 3.2 Develop Cost Estimate and Phasing Development Plan

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

C-1 Hourly Charge Rates Plus Direct Non-Salary Costs:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof.

CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.

CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT. subject to the CITY'S review thereof.

The term “direct non-salary costs” shall include the CONSULTANT’S payments to others in connection with the PROJECT, transportation, and reproduction work.

Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged at the rate of 0 cents per mile for personal vehicles and 0 cents per mile for survey vehicles. Blue line prints on white paper made at the CONSULTANT’S office will be included at the CONSULTANT’S cost of \$0 ea. Other reproduction work and materials required will be charged at actual cost. All “direct non-salary costs” shall be included in the maximum compensation.

C-2 Maximum Compensation: The maximum compensation for all services described in Parts A and B shall be: \$14,850.

These amounts shall not be exceeded unless authorized by Change Order. Said Change Order must be mutually agreed upon in writing by both parties. If the Project is delayed by CITY requesting a delay or hold on services or construction of more than three months or by actual default of prime contractor(s), the maximum fees will be adjusted to compensate the CONSULTANT for changed costs.

C-3 Change Order: The maximum compensation stated in Sub Part C-2 may be adjusted by Change Order. A Change Order, if required, will be based on major changes in scope, character or complexity of the work. Said Change Order may provide for changes in compensation, either upward or downward. As provided in Sub Part C-2 any Change Order must be mutually agreed upon in writing by both the CITY and CONSULTANT.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY’S offices, all existing records, maps, plans and other data possessed by the CITY

when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.

2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G — GENERAL CONSIDERATIONS:

1. Estimates

Since the CONSULTANT has no control over the cost of labor, materials or equipment, or over contractors' methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost for the Project provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as design professional(s) familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from cost estimates prepared by it.

2. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

- (a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.

- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT'S services.

- (c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY'S premises.

All liability insurance, of whatsoever nature, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

3. INDEMNITY

Indemnification: (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of

this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

Indemnity – Commercial General Liability/Non Professional:

CONSULTANT hereby agrees to indemnify, defend and hold CITY, its officers, employees and agents (collectively the “Indemnitees”) harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify and defend the Indemnitees shall

include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT'S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT'S obligation to indemnify and defend the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnatee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

Indemnity – Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney's fees and costs, to the extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

4. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

5. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART H – TIMELINESS

1. CONSULTANT will deliver the final Design Development Plan to the CITY by October 14, 2015, or within a timeframe determined and agreed upon during the user meetings.

PART I – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.
2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.

5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART J – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as
of the day and year first above written.

THE CLARK ENERSEN PARTNERS,
INC.

CITY OF ROELAND PARK, KANSAS

By _____
JoAnne Kissel

By _____

Title: Principal
Address:
1010 Lincoln Mall, Suite 200
Lincoln, NE 68502
Facsimile: (402) 477-6542

Title _____
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

City Clerk

Approved as to form:

City Attorney

Item Number: New Business- VII.-F.

Committee Meeting Date: 7/20/2015



City of Roeland Park Action Item Summary

Date: 7/17/2015
Submitted By: Mark Pentz, Interim City Administrator
Committee/Department: Ad Hoc Development Committee
Title: **TIF District 3 Expenditure Authority**
Item Type: Other

Recommendation:

The Ad Hoc Development Committee is recommending that the City Administrator be given, with Ad Hoc Development Committee approval, expenditure authority up to \$100,000 for expenditures related to redevelopment in TIF District 3. The Committee of the Whole discussed this recommendation at its meeting on July 13th and directed that it be placed on the City Council agenda for action.

Details:

The City currently owns a portion of the property in TIF District 3 that was formerly used as a limestone quarry and as a municipal swimming pool. The area on the northern part of the 5.5 acre site is still being used as a Public Works Department maintenance facility. The site in general is characterized by large topographical changes running east-west through the property.

Earlier this summer, the City Council created the Ad Hoc Development Committee with the primary task of determining how best to redevelop this property. In addition to the many technical issues related to redevelopment, the property is within a TIF District that will expire in January of 2018. The District's 2015 Fund balance is \$762,606 and the balance is expected to grow to \$1,274,157 by 2018. If money in the fund is not spent by the District's expiration date, then any balance left is distributed to the appropriate taxing jurisdictions. Because of this pending deadline and the fact that redevelopment projects can be complex and time consuming, the Ad Hoc Redevelopment Committee is recommending that the City move forward quickly, yet responsibly. The proposed action before the City Council is to give the City Administrator expenditure authority, with Ad Hoc Development Committee approval, for up to \$100,000. The firm of Shafer, Kline & Warren, Inc. is already under contract with the City, and the plan is to have SKW coordinate this process since we anticipate the need for geotechnical engineering, civil engineering, architectural,

and site clearing/cleanup services. Any expenditures over the City Administrator's limit of \$7,500 would require approval by the Ad Hoc Committee which meets on a weekly basis.

Financial Impact

Amount of Request: Up to \$100,000	
Budgeted Item?	Budgeted Amount: \$762,606 is available in the TIF District 3 Future Project Reserve
Line Item Code/Description: 510-5836	

Additional Information

Although most of the costs associated with preparing this site for redevelopment are eligible for payment with TIF funds, our redevelopment attorney has advised us that we cannot use TIF funds to hire a development consultant. In that case we will use money from the General Fund reserve.

On June 30th, the Planning Commission convened a special meeting to hear an application for a Special use Permit (SUP) at 47th and Mission Road in Roeland Park. The applicant recently purchased the property which included several buildings with long standing code violations. The Council agreed to halt code enforcement procedures until the new owner had the opportunity to

demolish the buildings, which were torn down in April 2015. The SUP is a request to allow parking as a primary use on the lot along with allowing food trucks to use the space for a period of two years while the owner seeks a development in line with the character of the neighborhood.

Ordinance no. 915 recommends approval of the SUP with the following conditions:

1. Parking shall be limited to 31 spaces as shown on the site plan and the operation of food trucks until a permanent restaurant can be located on the property (see attached diagram).
2. The SUP shall expire in one year but can be extended for an additional year if the property owner provides the City with documentation demonstrating that it has secured a contract or a written letter of intent for the development of the property for a restaurant.
3. No more than three food trucks may operate at any time.
4. Food truck operations are limited to the hours of 7 a.m. - 2 p.m.
5. Food trucks cannot park overnight.

Next Steps

In response to the ordinance, the Council can take one of four actions:

1. Approve the Planning Commission recommendation (including the conditions recommended by the Commission). This involves passing an ordinance and requires 5 affirmative votes.
2. Override the Planning Commission recommendation to disapprove the SUP. This requires a 2/3 vote of the Governing Body, or 6 affirmative votes.
3. Override the Planning Commission recommendation to approve the SUP, but with different conditions from those recommended by the Planning Commission. This involves passing an ordinance but requires a 2/3 vote of the Governing Body, or 6 affirmative votes.
4. Send the matter back to the Planning Commission with a statement specifying the basis for the Council's failure to approve or disapprove. This requires a vote of a majority of the Council members present and voting.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Below is a table illustrating the change in property taxes imposed on the three properties purchased by Flint Hills Holdings (D.B.A. Roeland Park Restaurant Partners LLC.) over a two year period and the preliminary rates for the 2016 tax year after the buildings have been demolished. The change represents a 64% decrease in taxes collected in 2016 over 2015.

Year	Assessed Value	Total Property Taxes Paid	Roeland Park Tax Receipts
2014	\$ 94,146	\$ 12,794	\$ 3,142
2015	\$ 114,192	\$ 15,491	\$ 3,811
2016*	\$ 41,560	\$ 5,590	\$ 1,387
Difference, 2015-2016	\$72,632	\$9,901	\$2,424

*Estimate

There was also a question about how sales tax would be remitted for food trucks. Any mobile vendor is required to remit sales tax based on where the sale takes place. This requires self reporting on the part of the vendor. According to staff from the Kansas Department of Revenue, due to auditing practices by the DOR, they find most vendors comply with this requirement.

ATTACHMENTS:

Description		Type
	Ordinance 915	Cover Memo
	Parking Illustration	Cover Memo
	Food Truck Diagram	Backup Material
	Special Use Permit Application	Backup Material

CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 915

AN ORDINANCE RELATING TO ZONING; APPROVING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 47TH STREET AND MISSION ROAD WITHIN THE CITY OF ROELAND PARK.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

SECTION 1. A Special Use Permit is hereby approved for the following described property:

Shawnee Place Lot 1 & Vac. RR RTWY ADJ & Lot 45 (4702 Mission Road, Roeland Park, Kansas); Shawnee Place Lot 2 (4706 Mission Road, Roeland Park, Kansas); and Shawnee Place Lot 44 ABD Strang RTWY ADJ Lot (4707 Canterbury Road, Roeland Park, Kansas).

SECTION 2. The Special Use Permit shall be limited to 31 parking spaces, as shown on the site plan submitted in support of the application, and the operation of food trucks until a permanent restaurant can be located on the property .

SECTION 3. The Special Use Permit approved in Section 1 hereinabove is conditioned upon compliance with following conditions:

1. The Special Use Permit shall expire one year from the publication of this ordinance; provided, however, the Special Use Permit shall be extended for an additional year if the property owner provides the City with documentation demonstrating that it has secured a contract or a written letter of intent for the development of the property for a restaurant.
2. No more than three food trucks may be operated on the site at any time.
3. Food truck operations shall be limited to the hours of 7:00 a.m. to 2:00 p.m..
4. Food trucks may not be parked on the property overnight.

SECTION 4. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 20th day of July, 2015. APPROVED by the Mayor.

Joel Marquardt, Mayor

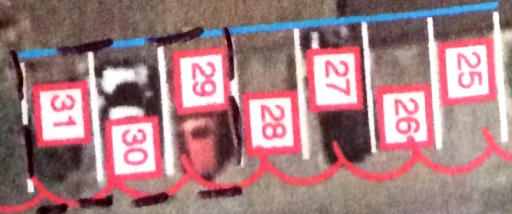
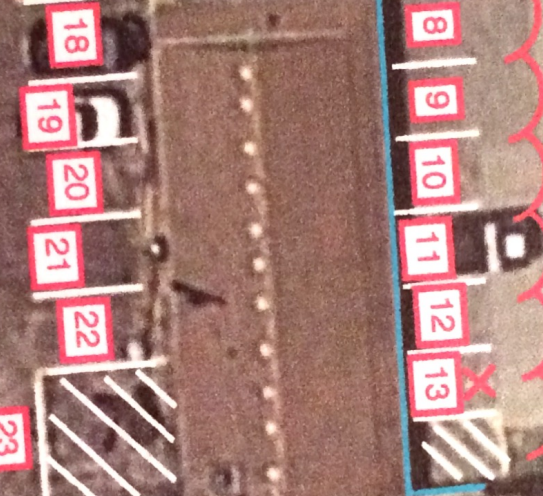
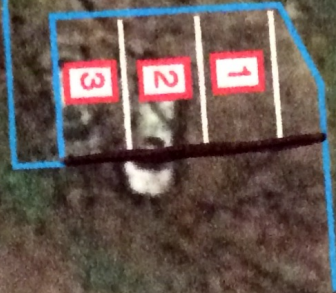
ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney

Eliminate 3 spots



open

5
6

1 | 2 | 3 | 4



The City of Roeland Park, Kansas



APPLICATION FOR SPECIAL USE PERMIT

Ordinance and Application Form



The City of Roeland Park, Kansas

City Hall (913) 722-2600 – Fax (913) 722-3713

Date filed: _____
Case no.: _____

Special Use Permit Application

5-207

FEE: Each application for a special use permit shall be accompanied by an application fee. The fee for 0 to 5 acres is \$250.00, 5+ to 10 acres is \$350.00, 10+ acres is \$500.00.

Applicant Tony Krsnich
Roeland Park Restaurant Partners LLC Phone (913) 904-6797

Address 4707 Canterbury Rd.
4702 Mission Rd. / 4706 Mission Rd.

Property owner Tony Krsnich
Roeland Park Restaurant Partners Phone (913) 904-6797

Property Owner's Address 832 Pennsylvania St.
Lawrence, KS 66044

Range _____ Township _____ Section _____ Quadrant _____

Legal description – (Attach - legal description must be typed).

Zoning classification of property RB - Business Commercial / SFR - Single Family Res.

Present use of property Parking Lot

Reasons for Special Use Permit request To allow this property to support traffic needs of this growing area until a more permanent development can open on site (restaurant)

Requested length of time/hours of operation During surrounding business' operating hours and during food truck operating hours from 7am - 11am as described

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	<u>Commercial</u>	<u>CS-2</u>
South	<u>Retail</u>	<u>RB - Bus. Commercial</u>
East	<u>Commercial</u>	<u>C-1</u>
West	<u>Single Family Homes</u>	<u>SFR</u>
Applicant signature	<u>[Signature]</u>	Date <u>5/18/15</u>

Any signs/structures being used: Y () N (X)

If yes, describe: _____

_____ A letter from the property owner or manager, if different from the applicant

Applicant signature [Signature] Date 5/18/15

Approved By: _____ Date: _____
If declined, reason why: _____

PROOF OF OWNERSHIP AFFIDAVIT

STATE OF Kansas)
) SS
COUNTY OF Douglas)

_____, being first duly sworn upon his/her oath deposes and states as follows:

(1) [FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF THE LEGAL OWNER]

(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business)

is/are the legal owner/authorized official of the legal owner of the property that is the subject of Rezoning No. _____/Special Use Permit No. _____/(Other) _____
_____. (ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT).

(2) [FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF A CONTRACT PURCHASER]

That _____

(Name of contract purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business)

is the holder of a contract to purchase the property that is the subject of Rezoning No. _____/Special Use Permit No. _____/(Other) _____
_____ from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Regulations.

Signature Touffain

Subscribed and sworn to before me this 12 day of May, 2005

Notary Public Bethany L. Hess

My commission expires:

6/26/17



Bethany L. Hess
NOTARY PUBLIC - State of Kansas
My Appt. Expires 6/26/17

Excerpt of Roeland Park City Code, Chapter 5, Article 2

5-207. SPECIAL USE PERMIT REQUIRED. Before any business described in this article shall be conducted within the city limits of the city, the applicant shall obtain from the city council a special use permit as provided herein.

(a) The city council shall grant the applicant a special use permit if the city council finds all of the following:

(1) The use, as proposed by the applicant, if permitted, will comply with all applicable laws, including, but not limited to, the city's building, zoning and health regulations;

(2) The use, as proposed by the applicant, if permitted, would be in harmony with the intent and purpose of the city's zoning law or comprehensive plan.

(3) The use, as proposed by the applicant, if permitted, would be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses.

(4) The use, as proposed by the applicant, if permitted, will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood, and will cause no objectionable noise, vibration, fumes, odors, dust, glare or physical activity.

(5) The use as proposed by the applicant, if permitted, would have no detrimental effect on vehicular or pedestrian traffic.

(6) The use, as proposed by the applicant, if permitted, would not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the area.

(7) The use, as proposed by the applicant, if permitted, would not, in conjunction with existing development in the area and development permitted under existing zoning, overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.

(b) In addition to the foregoing findings required to grant a special use permit the city council may deny a special use permit for the particular business, if the city council finds any of the following:

(1) The applicant has knowingly made any false, misleading or fraudulent statement of fact in the permit application or in any document required by the city in conjunction therewith.

(2) The applicant, if an individual, or any of the stockholders holding more than 10% of the stock of the corporation, any of the officers or directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager or other person principally in charge of the operation of the business, have been convicted of any crime involving fraud, deceit, theft of property, possession of stolen property or similar crime, unless such conviction occurred at least five years prior to the date of the application.

(3) The applicant has had a similar permit denied, suspended or revoked by any city, state or local agency within five years to the date of the application.

(Ord. 523, Sec. 6)

Roeland Park Restaurant Site Narrative

A wholly owned subsidiary of Flint Hills Holdings Group purchased dilapidated buildings at the SW corner of Mission and County road in late 2014. The projects phases include; acquisition, removal of tenants, demolition, planning, and building restaurant.

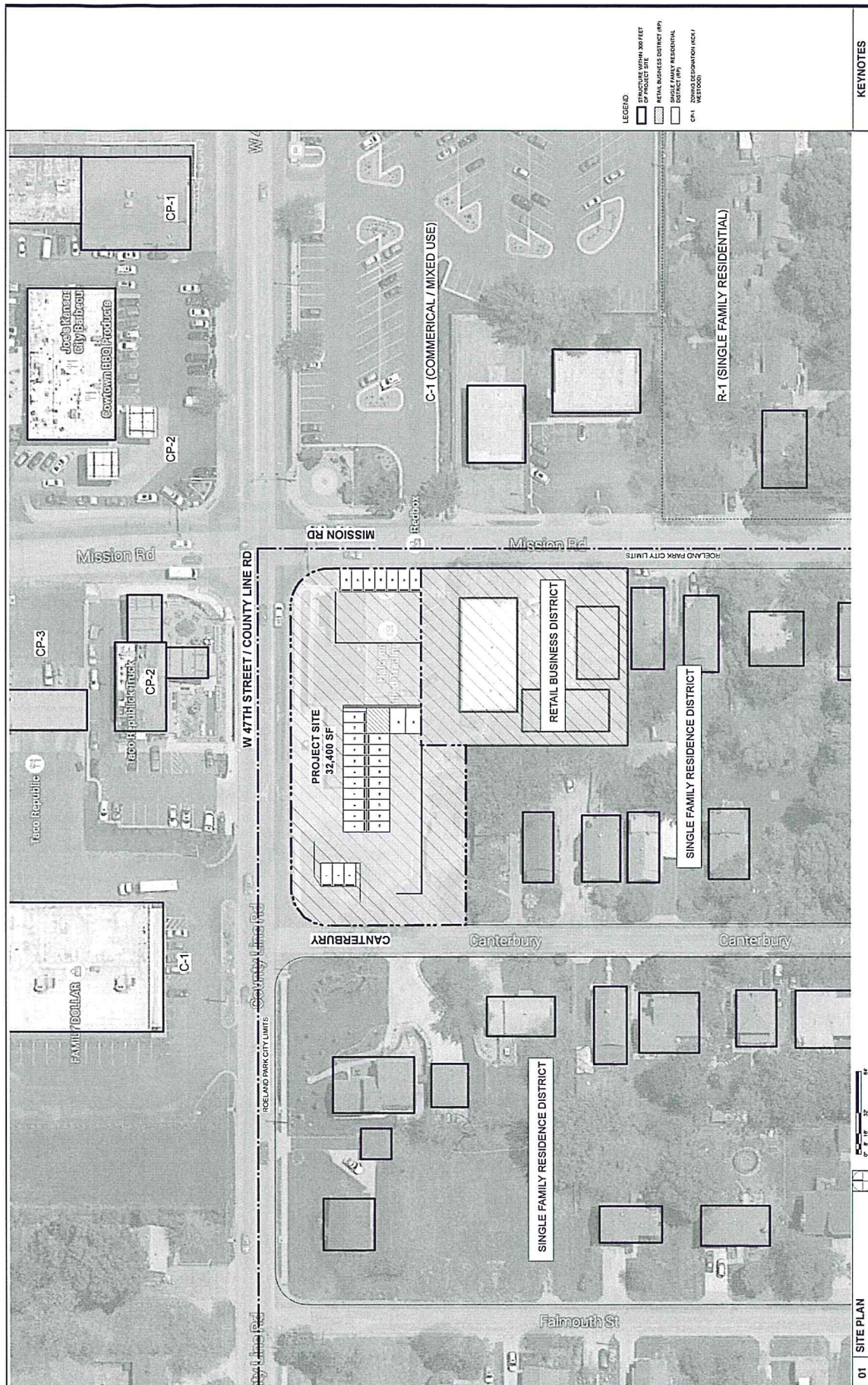
We are now in the planning stages and looking for a restaurateur who is interested in opening his/her venture on our location. It is critical we show the need and opportunity to restaurateur hopefuls through vibrancy in the area. We believe with Woodside Village and Lane 4's investment in the nearby shopping center, this will be a premier destination restaurant location in Kansas City.

For this reason, we are asking for a special use permit allowing neighboring restaurants to park on our location for a period of two years. We are also asking for the ability for food trucks to park on site between the hours of 7am and 11am 7 days a week. This will generate tax revenue, increase vibrancy, and bring additional interest to the area. As we have seen in other locations such as Brookside and Fairway, young professional gravitate toward vibrancy and in turn, invest in areas which promote unique business offerings. This will undoubtedly continue to happen in Roeland Park and the interest will only increase because of our development.

We are in talks with two different groups and hope to have a letter of intent from one in the next 60 to 90 days. At that point, we will begin working on design, permitting, and commencement of construction. If all goes well, the restaurant would likely be open for business in early 2017.

Flint Hills Holdings is a multi-national award winning development team and has recently been featured in articles in the Kansas City Business Journal. We specialize in unique, arts-driven projects, which is why we are so bullish on the opportunity in Roeland Park. As a young Kansas City company, we know the metro area well and believe Roeland Park is one of the next top 3 areas in the city to see an infusion of investment and interest.

Thank you for supporting this project. If you have any questions do not hesitate to call.



01	SITE PLAN
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KEYNOTES

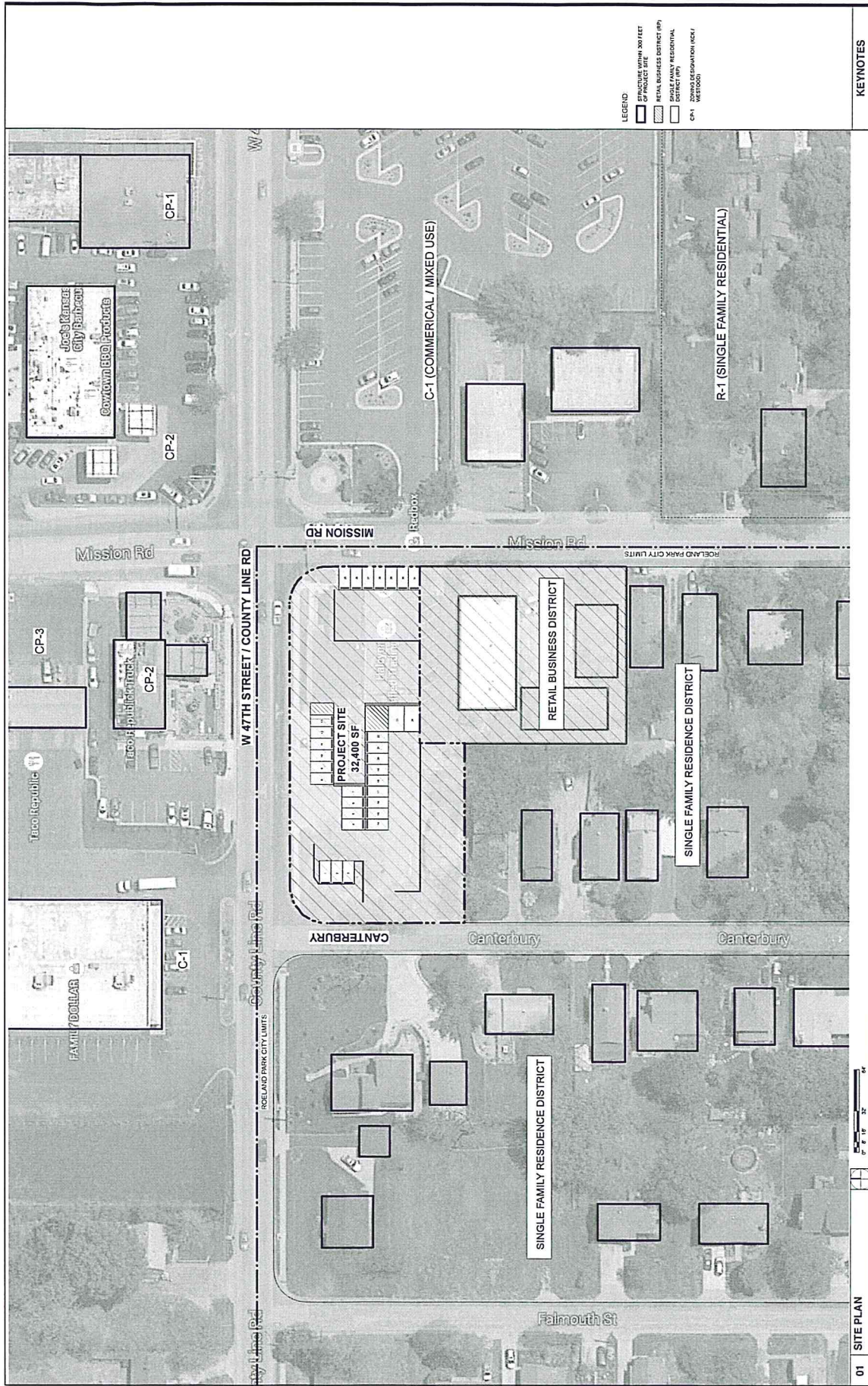
SITE PLAN
A010
 FOOD FARM FEASIBILITY STUDY
PROJECT ADDRESS
PROJECT

PRELIMINARY: NOT FOR CONSTRUCTION

el dorado
510 avenida cesar e chavez

[illegible]

CONSULTANTS



01 | SITE PLAN

KEYNOTES

LEGEND

STRUCTURE WITHIN 30' FEET OF PROJECT SITE

RETAIL BUSINESS DISTRICT (RP)

SINGLE FAMILY RESIDENTIAL DISTRICT (RF)

CP-1 ZONING DESIGNATION (RCL) / MIXED USE

DATE: 05/11/2011

BY: [Signature]

PROJECT: [Blank]

PREPARED BY: [Blank]

CHECKED BY: [Blank]

APPROVED BY: [Blank]

01 | SITE PLAN

FOOD FARM FEASIBILITY STUDY

A010

el dorado

PRELIMINARY: NOT FOR CONSTRUCTION

1000 W. 47th Street, Suite 200, Amesbury, MA 01921-1100 | 978.424.4200 | www.el-dorado.com

*4702 Mission Road
Roeland Park, Kansas 66205*

LEGAL DESCRIPTION

SHAWNEE PLACE LOT 1 & VAC RR RTWY ADJ & LOT 45 RPC 10252

*4706 Mission Road
Roeland Park, Kansas 66205*

LEGAL DESCRIPTION

SHAWNEE PLACE LOT 2 RPC-10253

*4707 Canterbury Road
Roeland Park, Kansas 66205*

LEGAL DESCRIPTION

SHAWNEE PLACE LOT 44 ABD STRANG RTWY ADJ LOT RPC-10296