



CONTRACT DOCUMENTS AND SPECIFICATIONS

PAVEMENT PRESERVATION 2024: STREET MILL, OVERLAY, AND CONCRETE CURB & SIDEWALK REPLACEMENT

PROJECT No. 2024-01

**Prepared by:
City of Lansing – Public Works
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Lansing, KS 66043
913-727-2400**

CONTRACT DOCUMENT AND SPECIFICATIONS

2024 Mil & Overlay Project Lansing City Project 2023-01

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OPTIONS:

1. You may write/type all required information in the Specification book and submit the entire book. **(Remember** to copy the necessary sections of the book concerning contract documents, bonds and time requirements for executing the contract.
2. Write/type all required information using the enclosed forms to complete your bid and submit all the forms in lieu of the entire book.

SECTION I

NOTICE TO BID

NOTICE TO BID

Sealed proposals will be received by the Governing Body of the City of Lansing, Kansas at the office of the City Clerk, Lansing City Hall, 800 First Terrace, Lansing, KS, 66043. Proposals will be received until 1:30pm on the 28th day of March, 2024 for the construction of "City Project #2024-01, Mill & Overlay", at which time and place the proposals will be publicly opened and read aloud.

PRINCIPLE ITEMS OF PROJECT

Base Bid – All quantities outlined in the bid form for the following street sections identified in these documents and on the provided maps.

- Brookwood Place
- Creekside Place
- E. Louis St
- Hillside Ct
- Holiday Pl
- Merion St
- Pinehurst Dr
- W. Gilman Rd
- Willow Dr
- Creekside Ct
- E. Kay Street
- Highview Cr
- Holiday Lane
- Maple Ct
- Pebble Beach Dr
- Southfork Rd
- Willow Cr
- Willow Point

Alternative Bid(s) – Quantities as outlined in the bid documents

- 147th Street
- Centre Drive
- Louis Alley
- Mary Street Sidewalk

Bids must be submitted on forms attached to and made a part of the contract documents. Bidders have two options to choose from as a method for submitting said bid: 1) Bidder may write/type all required information in the Specification Book and submit the entire book, or 2) Write/type all required information using the enclosed forms to complete your bid and submit all the forms in lieu of the entire book. Please ensure that you comply with all provisions regarding Bid Bonds, Non-Collusion Affidavit, Title VI requirements, and all other bidding conditions. Plans, specifications and other contract documents are on file with the Public Works Department. Bids shall be submitted in sealed envelopes and addressed to the City Clerk of Lansing, Kansas. The name of the bidder and the City Project Number shall be clearly written or typed on the envelope. The City of Lansing reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not

A certified check, cashier's check, or acceptable bid bond must accompany all bids for not less than 5%

SECTION II

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

The following provisions are part of the contract documents and this listing of same under the title "Instruction to Bidders" has no significance other than the fact that the provisions are primarily concerned with requirements which must be met in the preparation of bids or proposals. Compliance with these provisions is mandatory. It is understood and agreed that a person submitting a bid has read all of the contract documents, and that he has a full understanding of the scope of rights and liabilities which will arise upon submission of a proposal.

1. CONTRACT DOCUMENTS

The Notice to Bid, Instruction to Bidders, Proposal, Contract, General Conditions, Performance Bonds, and the Plan Sheets and any Addendum thereto will form the Contract.

2. INTERPRETATION OF CONTRACT DOCUMENTS

Should a prospective bidder be in doubt as to the meaning of any provisions of the contract documents, he/she may submit to the Engineer a written request for the interpretation thereof 48 hours prior to the time established for the opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person who has received a copy of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the contract documents.

3. SITE INVESTIGATION

The bidders shall make a personal examination of the site of the work and shall fully acquaint themselves with all conditions affecting both the execution and the cost of the work.

4. TAXES

The bidder shall understand that all taxes that might lawfully be assessed against the Owner in connection with the contract work are to be paid by the contractor and the bid price or prices submitted shall include the total cost of all such taxes. This is a tax-exempt project.

5. PROPOSALS

All proposals must be made upon the form furnished and will give unit and lump sum prices and the total amount of the bid in accordance with the form of the proposal. The proposal must be signed in ink by the bidder with his/her full name and business address or place of residence. In the case of a firm, the name and address of each member must be shown. In the case of a corporation, an official who is authorized to bind the bidder must sign the proposal in the name of the corporation and the title of the person executing the proposal shall be clearly indicated beneath his/her signature. The completed proposal shall be enclosed, bound with the contract documents, in a sealed envelope marked "Proposal" and with the name of the work and project number for which the proposal is made and addressed to the authority designated in the "Notice to Contractors".

6. PROPOSAL GUARANTEE

Either a certified check, cashier's check or as shall be designated in the Notice to Bid, in the amount of five percent (5%) of the total cost of the Proposal, shall accompany each proposal and be attached thereto as the "Proposal Guarantee". The security document shall be issued in favor of the Owner.

Security documents will be returned to the respective bidders within ten (10) days after the Proposals are opened, except those which the Owner elects to hold until the successful bidder has executed the contract. Thereafter, all security documents, including that of the successful bidder, will be returned as soon as possible.

7. WITHDRAWAL OF PROPOSAL / BID

A proposal may be withdrawn if not accepted within thirty (30) days after the closing time scheduled for receipt of proposals.

8. PROPOSAL DISCREPANCIES

In case of a difference in written words and figures in the proposal, the amount stated in written words shall govern.

9. OPENING OF PROPOSALS

At the time and place fixed for the opening of proposals in the Notice to Contractors, every proposal received within the time fixed for receiving same and has all required documents included, will be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or by representative.

10. EVALUATION OF PROPOSALS / BIDS

The Governing Body of the Owner shall exercise sole and complete discretion in final evaluation of the proposals, including any factors deemed by such Governing Body to be appropriate, including but not limited to the qualifications of bidders and review of costs. **Contractor selection will be a complete evaluation of the submitted proposal. The evaluation will be based upon products used, customer references, and price.**

A. Unit Price. A unit price is requested for each item in the proposal of each bidder. The unit price for each item shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. In checking proposals, the unit price shall govern any error in extension and shall be corrected to reflect the unit price proposed.

B. Estimated Quantities. The bid form will include an itemized estimate of the various quantities or work and materials for which unit prices are requested. These quantities are approximate and are for bid proposal comparison purposes only. These quantities do not constitute a warranty or guarantee by the Owner as to the exact quantities involved in the work.

C. Revised Quantities. Should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities of all such additive and subtractive changes in quantities of any of the items of work; provided however, the difference in cost shall not increase or decrease the original total contract bid amount by more than twenty-five (25) percent.

D. Exception to Revised Quantities. In the event that the Contract Documents suggests the likelihood of additive or subtractive changes for a certain bid item or items, the above paragraph will not apply.

11. AWARD OF CONTRACT - REJECTION OF BIDS

The Owner reserves the right to accept the bid which in its judgment is the lowest and best bid, to reject any or all bids and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

The Owner also reserves the right to reject the bid of any bidder (to include provided subcontractors) who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, materials, suppliers or employees. In determining the lowest responsive bidder, the following elements, in addition to those mentioned, will be considered:

- a. Maintains a permanent place of business.
- b. Has adequate plant and equipment available to do the work properly and expeditiously.
- c. Have suitable financial resources to meet the obligations incident to the work.
- d. Has appropriate technical experience.

The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

12. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any bidder whose proposal shall be accepted will be required to execute the contract within ten (10) days after notice that the contract has been awarded. Failure and neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

The damages to the Owner for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute and the amount of the guarantee accompanying the Proposal shall be retained by the Owner as liquidated damages for such breach. In the event that any bidder whose proposal shall be accepted fails or refuses to execute the contract as herein before provided, the Owner may at his option determine that the bidder has abandoned the contract and thereupon the Proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as provided above.

13. INSURANCE AND BONDS

The contractor shall be required to provide insurance and bonds as specified under **General Conditions**.

14. POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each prospective bidder.

15. TIME OF COMPLETION

The base bid and alternate work must be complete before October 15, 2024. This is to ensure compliance with the temperature guidelines for asphalt construction as per the Technical Specifications and KDOT guidelines.

16. ANTI-DISCRIMINATION AND TITLE VI COMPLIANCE

The bidder agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment of employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting agency or the Kansas Department of Administration.

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

17. CONTRACT WORKING DAYS

City of Lansing views each calendar day as one work-day. Any work on Sunday and Federal holidays is not permitted. Work on Saturday is allowed with 48 hour notice, and approved by the Public Works Department Staff.

18. WEATHER DAYS

There are no weather days allowed under this contract due to the schedule flexibility of the time of completion in Section 14.

19. LOCAL CONDITIONS AFFECTING WORK

Each Bidder shall visit the site of the project work and be thoroughly and fully informed relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost of performing such work, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. Each Bidder shall be fully informed of natural hazards, drainage, runoff, structure locations and other distinctive features of the project work. It is understood and stipulated that, upon submission of a proposal, Bidder has investigated and considered all such factors in the preparation of the proposal submitted, and it is further understood and stipulated that there will be no subsequent financial adjustment to any contract awarded by the Owner, which is based on a lack of prior information or its impact on the cost of the project work.

20. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of Plans, Specifications, Proposal, or Contract Documents, they may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.

21. LANSING PURCHASING POLICY

The Owner reserves the right to provide consideration to local businesses under their adopted policy as published. <https://www.lansingks.org/finance/page/lansing-purchase-manual>

22. BUSINESS OCCUPATION LICENSE

Any Bidder who submits a proposal, understands, acknowledges and verifies that immediately upon notice from the Owner that such Bidder is the successful bidder, such Bidder may be required to apply for and obtain a city business occupation license through the City Clerk, pursuant to Chapter 5-101 of the Lansing Municipal Code, and any amendment thereto existing at the time of such notice.

23. UTILITIES

By submitting a bid, the bidder understands that utilities have not been relocated prior to bidding and that the contractor shall be required to coincide construction of this project with utility relocations. The submission of a bid is an acknowledgement that the proposal has taken into consideration the need for utility relocation and coordination of utility relocation and is based on the relocation and coordination of utilities during the calendar days commencing after the notice to proceed is issued. If the bidder feels that utility relocation during construction may increase the cost of construction, then the bidder should take that into consideration when providing a bid for this project. The contractor shall not make any claims for delay, acceleration, or other damages against the City because of utility work during construction.

SECTION III

PROPOSAL /
BID FORM

BID PROPOSAL

(Must either be typewritten or in ink; all others will be rejected)

March 30, 2023
CITY OF LANSING, KANSAS

To: City of Lansing, Kansas

The undersigned bidder proposes to accomplish the **City of Lansing Project No. 2024-01 – Pavement Preservation Plan 2024**, including any and all work and material that may be necessary to complete the same according to the plans, special conditions, and technical specifications included herein and on file in the City Clerk's office and the rules, ordinances and regulations of the City and statutes of Kansas governing contracts with cities for public work and under the direction and to the satisfaction of the Lansing City Council and City Engineer. Any and all addenda thereto, for and in consideration of unit prices as follows (**Approx. Quantities** and **Total** are for Bid Comparison Only, payment will be provided on agreed upon measured in place amounts): The city reserves the right to award the base bid and any combination of alternates as is in the best interest of the owner.

\$ _____
Total Base Bid Amount

\$ _____
Total Alternate #1 Bid Amount

\$ _____
Total Alternate #2 Bid Amount

\$ _____
Total Alternate #3 Bid Amount

\$ _____
Total Alternate #4 Bid Amount

ANTICIPATED LIST OF SUBCONTRACTORS

Name	Address	Specialty
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Unit Price Worksheet (Must be submitted with Bid Proposal)

Bid Item No.	Spec No.	Item Description	Quantity	Bid Unit	Bid Unit Price (Dollars & Cents)	Extended Cost (Dollars & Cents)
1	SP-1, Div.1600	Mobilization	1	L.S.		
2	SP-2, MUTCD	Traffic Control	1	L.S.		
3	SP-3, Div.1300, SD-13-9	Asphaltic Concrete Overlay (BM-2) or HMA	4,300	Ton		
4	SP-4	Edge / Header Milling (0" to 2")	2,250	S.Y.		
5	SP-5	Full Section Milling (2")	28,418	S.Y.		
6	SP-8, SD21-11 Div.3100	Manhole Adjustment (post-overlay)	8	Each		
7	SP-9, SD21-1, Div 2100	Concrete Curb & Gutter (Match exist.- Type A Typ.)	4,500	L.F.		
8	SP-10, Div. 6200	Lawn Restoration (Behind Curb & Gutter repairs)	1	L.S.		
9	SP-11, Div 2100, Photo	Concrete Curb Inlet Transition (6' min. length)	118	L.F.		
10	SP-12, Div 2100, Exht C, SD-21-3	Concrete Sidewalk/Driveway Repair	40	S.Y.		
11	SP-13, Div. 10000, MUTCD	Pavement Marking - 4" (White - Thermoplastic)	200	L.F.		
12	SP-13, Div. 10000, MUTCD	Pavement Marking - 4" (Yellow - Thermoplastic)	2,700	L.F.		
13	SP-13, Div. 10000, MUTCD	Pavement Marking Stop Bar (White - Thermoplastic)	3	Each		
14	SP-13, Div. 10000, MUTCD	Pavement Marking Crosswalk Bar (White - Thermoplastic)	17	Each		
15	SP-13, Div. 10000, MUTCD	Pavement Marking Turn Arrow (White - Thermoplastic)	12	Each		
16	SP-14, Div. 1500, PLSS Std	Survey Monument Adjustment	1	Each		

Unit Price Worksheet (Must be submitted with Bid Proposal)

ALTERNATE #1 - 147th Street						
1A1	SP-1. Div.1600	Mobilization - Alternate	1	L.S.		
2A1	SP-2, MUTCD	Traffic Control	1	L.S.		
3A2	SP-3, Div.1300	Asphaltic Concrete Overlay (BM-2) or HMA	1,500	Tons		
4A1	SP-4	Edge / Header Milling (0" to 2")	1,706	S.Y.		
ALTERNATE #2 - Center Drive						
1A2	SP-1. Div.1600	Mobilization - Alternate	1	Each		
2A2	SP-2, MUTCD	Traffic Control	1	L.S.		
3A2	SP-3, Div.1300	Asphaltic Concrete Overlay (BM-2) or HMA	1,500	Tons		
4A2	SP-5	Milling (2")	12,083	S.Y.		
5A2	TS-9, SD21-1, Div 2100	Concrete Curb & Gutter (Match exist.- Type A Typ.)	2,283	L.F.		
6A2	TS-10, Div. 6200	Lawn Restoration (Behind Curb & Gutter repairs)	1	L.S.		
7A2	SP-11, Div 2100, Photo	Concrete Curb Inlet Transition (6' min. length)	88	L.F.		
8A2	SP-12, Div 2100, Exht C, SD-21-3	Concrete Sidewalk/Driveway Repair	2	S.Y.		
N/A	SP-13, Div. 10000, MUTCD	Pavement Marking Turn Arrow (White - Thermoplastic)	Per Other Contract / NA			
ALTERNATE #3 - Lois Alley						
1A3	SP-1. Div.1600	Mobilization - Alternate	1	Each		
2A3	SP-2, MUTCD	Traffic Control	1	L.S.		
3A3	SP-3, Div.1300	Asphaltic Concrete Overlay (BM-2) or HMA	125	Tons		
4A3	SP-4	Edge / Header Milling (0" to 2")	50	S.Y.		
5A3	SP-8, SD21-11 Div.3100	Manhole Adjustment (post-overlay)	0	Each		
ALTERNATE #4 - Mary Street Crosswalk						
1A4	SP-20, Div 2100, Exht C, SD-21-3	Installation of Sidewalk and Crosswalk per Exhibit D	1	L.S.		

The undersigned hereby agrees to furnish the required bond and to enter into a contract within ten (10) days from and after the acceptance of this proposal and further agrees to complete all work covered by this proposal within the timeframe and restrictions outlined in the contract upon issuance of the written Notice to Proceed from the Owner to commence work thereon.

Enclosed is a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of _____ Dollars (\$_____)

which the undersigned agrees to be forfeited to and become the property of the City of Lansing, Kansas, as liquidated damages should this proposal be accepted and the contract be awarded to him and he fails to enter into a contract in the form prescribed, and to furnish the required bonds within ten (10) days as stipulated above, but otherwise, the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to said City of Lansing, Kansas.

I/We acknowledge receipt of the following addenda:

Addendum No.	Date Received by Bidder	SIGNATURE

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

Signature of Bidder:

By _____
Signature

Title

Business name

Address

Telephone

Email

SECTION IV

NON-COLLUSION AFFIDAVIT

NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, say that he/she has not, nor has any other member, representative, or agent of the firm company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone such letting nor to prevent any person from bidding nor to include anyone to refrain for bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/ She further says that no person or persons, firms or corporation has; have to will receive directly, any rebate, fee gift, commission or thing of value on account of such of sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of person Signing)

(Signature)

SECTION V

PERFORMANCE BOND

.....

ATTACH HERE ATTORNEY-IN-FACT'S AUTHORITY FROM SURETY COMPANY
CERTIFIED TO INCLUDE THE DATE OF THE PERFORMANCE BOND.

.....

PERFORMANCE BOND

KNOW ALL PARTIES BY THESE PRESENTS:

THAT WE, _____, as principal, and _____, a corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the **City of Lansing, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas, in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which, well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The conditions of this obligation are such that: Whereas, said _____, by an instrument in writing, attached hereto and bearing the date of _____, 20____, has agreed with said **City of Lansing, Kansas**, to furnish all material and equipment and do all work necessary to furnish labor, material, tools and equipment to _____.

NOW THEREFORE, if said _____ shall well and truly in good, sufficient, and workmanlike manner, and to the satisfaction of the **City of Lansing, Kansas**, perform and complete the work required and defend, indemnify and save harmless the **City of Lansing, Kansas**, against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason of said agreement and the work there under required of said; _____ or _____ his agents, servants or employees with relation to said work; and shall pay all costs, charges, rentals, and expense for labors, materials, supplies and equipment and deliver the said _____ improvement to the **City of Lansing, Kansas**, completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and by reason of said agreement, and said work, then obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way alter its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED FURTHER, that if the contractor or his, their or its subcontractors or subcontractor, fail to duly pay for any labor, materials, team hire, sustenance, provisions, provider of any other supplies or materials used or consumed by such contractor or his, their or its subcontractors or subcontractor in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS WHEREOF, said principal and surety have hereto set their hands and seals at Lansing, Kansas, this ____ day of _____, 20__.

Principal

Business Address

By _____

Corporate Surety

Address

By _____

ATTEST:

Title

By

Title

Address

SECTION VI

STATUTORY BOND

.....

ATTACH HERE ATTORNEY-IN-FACT'S AUTHORITY FROM SURETY COMPANY
CERTIFIED TO INCLUDE THE DATE OF THE STATUTORY BOND.

.....

STATUTORY BOND

KNOW ALL PARTIES BY THESE PRESENTS: That we _____ as principal and _____, Surety Company with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of this obligation is such that WHEREAS, said principal has entered into a written contract with the **City of Lansing**, in Leavenworth County, Kansas, dated _____, 20____, for furnishing all materials, labor, tools and equipment for the _____ in the City of Lansing, in accordance with the plans, contract and specifications on file in the office of the City Clerk of said City, a copy of which contract and specifications are attached hereto and made a part hereof and,

WHEREAS, this obligation shall not be effective until the City Attorney of the City of Lansing has approved it as to final execution;

NOW, THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, material or labor furnished, used or consumed in connection with or in or about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed in their name and their corporate seals hereunto affixed by their attorneys-in-fact duly authorized so to do, this ____ day of _____, 20____.

Principal

Business Address
By _____

ATTEST:

Corporate Surety

Title
By _____

Title

Address

SECTION VII

**MAINTENANCE
BOND**

Project No. _____

Bond No. _____

CITY OF LANSING, KANSAS

MAINTENANCE BOND

KNOW ALL PARTIES BY THESE PRESENTS, that we, _____ as the "Principal," hereinafter referred to as "Contractor," and _____ as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF LANSING, KANSAS hereinafter referred to as "City," in the penal sum of _____ Dollars (\$ _____) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND is such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with the City to construct certain improvements referred to as _____, more particularly described in the Agreement and the Contract Documents dated _____, 20____, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those set forth in the Code of the City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed and sealed this _ day of _____, 20__.

[SEAL]

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

[Surety Company]

[SEAL]

By:

[Attorney-in-fact]

By:

[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

SECTION VIII

CONTRACT AGREEMENT

CONTRACT AGREEMENT

**Project Name – Pavement Preservation 2024:
Street Mill, Overlay, Concrete Curb & Sidewalk Replacement Project
City Project Number 2024-01
Date of Contract: _____**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Lansing, Kansas, as party of the first part, and hereinafter termed the "Owner and/or City", and

_____ party of the second part, hereinafter termed the "Contractor".

The Contract Documents are incorporated herein by this reference. All of the Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of duplications or conflicts among the Contract Documents relating to the services or goods to be provided, the most complete, extensive, comprehensive, and thorough services or goods, and those terms most favorable to City, as among the various duplications or conflicts, shall be construed as the requirements, as long as generally consistent with the other Contract Documents.

- 1. SCOPE AND GENERAL QUALITY.** The services or goods to be provided are those described in the Contract Documents, and Vendor/Contractor shall perform all work necessary to complete the services or provide the goods described in or reasonably inferable from the Contract Documents. Vendor/Contractor agrees that, in performing its duties under this Contract Documents, it will use the same care and skill ordinarily used by members of its profession under the same or similar circumstances.
- 2. CONTRACT SUM.** [_____]
- 3. LAWS, REGULATIONS, AND PERMITS.** Vendor/Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. Vendor/Contractor shall further provide submissions required for approvals of governmental authorities or others having jurisdiction over the work.
- 4. OWNERSHIP AND USE OF DOCUMENTS.** Upon payment in full to Vendor/Contractor for all services rendered under the Contract Documents, City shall have title to, own, and have the right to use for its purposes, without additional compensation to Vendor/Contractor, all plans, drawings, specifications (at whatever stage of development), reports, logs, data, or notes furnished to City by Vendor/Contractor. Vendor/Contractor will also furnish City, upon request, a complete, revised, and updated set of such documents. Such documents will not contain any reference to Vendor/Contractor. Except on or for its own projects, City agrees that it will not sell, license or otherwise permit the use of such documents or any prints thereof without the written consent of Vendor/Contractor. Vendor/Contractor shall have no responsibility to City incident to City's use of such documents.
- 5. COMPLIANCE WITH POLICIES.** Vendor/Contractor and all subvendors/subcontractors ("subcontractors"), if any, associated with performing the work shall conduct themselves in accordance with all applicable City policies while on the job site or on City's property. Such policies may include, but may not be limited to, tobacco, drugs, language, weapons, and sexual harassment policies. Failure of a person to so comply will be cause for his or her immediate dismissal from the work.
- 6. EMPLOYEES AND SUBCONTRACTORS.** Vendor/Contractor shall require each of its subcontractors, if any, to the extent of the work to be performed by the subcontractors, to be bound by the Contract Documents and these Terms and Conditions. All of Vendor/Contractor's employees and subcontractors shall be satisfactory to City, and City reserves the right to approve the hiring and/or require the termination or reassignment of such employees or subcontractors. Vendor/Contractor shall pay its subcontractors within seven (7) business days of receipt of payment from City.
- 7. VENDOR/CONTRACTOR'S INSURANCE.** Unless otherwise agreed by City, Vendor/Contractor will maintain and pay the premiums on commercial general liability, worker's compensation insurance, employer's liability insurance, and property damage insurance policies in such amounts as City may require from time to time. All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to City and shall be maintained at Vendor/Contractor's expense. The commercial general liability policies required hereunder shall name City, its agents, its employees, and its assigns, as

additional insureds and shall contain a clause requiring written notice to City thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance. Vendor/Contractor shall provide certificates evidencing such insurance before undertaking any work.

8. **INDEMNIFICATION.** Vendor/Contractor shall be responsible to City for acts and omissions of Vendor/Contractor's employees, subcontractors, and their agents and employees, or other persons or entities performing portions of the work for or on behalf of Vendor/Contractor or any of its subcontractors. Vendor/Contractor shall indemnify and hold harmless City, City's officers, employees, and agents from and against any and all claims, costs, losses, and damages (including reasonable attorneys' fees) caused by the negligent acts or omissions of Vendor/Contractor or Vendor/Contractor's officers, directors, partners, employees, and Vendor/Contractor's subcontractors in the performance and furnishing of Vendor/Contractor's services.
9. **ANTI-DISCRIMINATION.** Vendor/Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. ch. 126 § 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment of employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the City or the Kansas Department of Administration; (f) if it is determined that the Vendor/Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the City or the Kansas Department of Administration; (g) and to comply with the City of Lansing Title VI policy. City and Vendor/Contractor understand that the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
10. **TIME OF ESSENCE.** All times provided for in the Contract Documents, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.
11. **SCHEDULE FOR WORK.** Before commencing any work, Vendor/Contractor shall provide City, for City's approval, a schedule of the work and a date of completion. Vendor/Contractor shall proceed expeditiously with adequate forces and shall complete the work within the agreed time.
12. **CHANGES.** No alteration in any of the terms, conditions, prices, quality, quantity, specifications, schedules, or completion dates will be effective without the prior written consent of City. If City requests changes to the scope of services, then City and Vendor/Contractor may mutually prepare a change order or mutually agree that changed or additional work shall be performed, or goods provided, according to Vendor/Contractor's current fee schedule.
13. **PAYMENT.** City shall pay Vendor/Contractor for Vendor/Contractor's services or goods in accordance with the City's standard pay cycle; provided that, payment shall be made by the City not later than forty-five (45) days after City receives an undisputed application for payment. The city reserves the right to withhold retainage (Typically 5-10%) to ensure timely completion of the work.
14. **TERMINATION.**
 - (a) By City. City may terminate the Contract Documents and Vendor/Contractor's services if Vendor/Contractor: refuses or fails to properly perform the services or provide proper goods or materials; fails to make payment to subcontractors or vendors for materials or labor; disregards laws, ordinances, or rules, regulations, or orders of any public authority; or otherwise breaches any provision of the Contract Documents (including these Terms and Conditions).
 - (b) Non-Appropriation of Funds. Vendor/Contractor acknowledges that City's power to enter into the Contract is subject to provisions of the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), the Kansas Budget Law (K.S.A. 79-1935), and other laws of the State of Kansas. City reserves the absolute right, at any time and without cause, to terminate this Contract and Vendor/Contractor's services in order to comply with such laws.

(c) By Vendor/Contractor. Vendor/Contractor may terminate the Contract if City failure to perform its obligations and conditions herein and such failure continues for a period of thirty (30) days after written notice from Vendor/Contractor.

(d) Effect of Termination. Vendor/Contractor shall be paid only for the value of work completed and material supplied as of the date of termination, and Vendor/Contractor shall not be entitled to anticipated profits or anticipated overhead or for other direct, indirect, or consequential damages arising out of or resulting from termination of the Contract, whether by City or Vendor/Contractor.

15. WAIVER. Failure of City to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver or relinquishment of City's right thereafter to enforce strict compliance with any such terms, agreements or conditions, but the same shall continue in full force and effect.

16. ASSIGNMENT. This Contract shall be binding upon the successors and assigns of the parties hereto; provided, however, that the Contract and the services provided hereunder may not be assigned without the prior written consent of City.

17. PRIORITY. These Terms and Conditions modify and supersede any terms, conditions, and provisions of the Agreement or any work order or invoice provided by Vendor/Contractor to the extent the same are inconsistent herewith.

18. ENTIRE AGREEMENT. The provisions of the Contract Documents between City and Vendor/Contractor, including these Terms and Conditions, constitute the entire agreement between the parties. No modification, addition, or deletion to the Contract Documents or these Terms and Conditions shall be effective unless agreed in writing by all parties hereto.

19. GOVERNING LAW. The Contract between City and Vendor/Contractor, including these Terms and Conditions, shall be construed in accordance with, and governed by the laws of the State of Kansas.

ACCEPTED AND AGREED:

CITY OF LANSING, KANSAS

By (signature): _____

Anthony, R. McNeill, Mayor

ATTEST:

Tish Sims, City Clerk
Lansing KS

_____, 20____

VENDOR/CONTRACTOR:

By : _____

Print Name

Title

The foregoing contract and bonds are in due form, according to law, and are hereby approved.

Gregory C. Robinson, City Attorney

SECTION IX

NOTICE TO PROCEED

Upon receipt of all bonds, signed contracts, affidavit, and with the approval of the bids by the Lansing City Council, official Notice to Proceed (NTP) will be issued.

The Notice to Proceed will be considered part of the contract and will include the following:

- Start Date
- Completion Date
- Damage Provisions if applicable
- Special Instructions

SECTION X

SALES TAX EXEMPTION CERTIFICATE

This project is a tax-exempt project.

Upon the award of bid to the successful bidder, the City will apply to the State of Kansas for the Sales Tax Exemption Certificate to be used by the contractor for all material purchases.

The contractor should not purchase any materials prior to receiving a copy of the State of Kansas Sales Tax Exemption Certificate from the City of Lansing.

SECTION XI

GENERAL CONDITIONS

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

It is understood and agreed that the Notice to Contractors, Instructions to Bidders, Proposal, Performance and Statutory Bonds, Contract Agreement, Non-Collusion Affidavit, General Conditions, Specifications, Plans, Addenda and engineering data, which may be furnished by the contractor and approved by the owner, are each and all included in this contract and the work shall be done in accordance therewith.

2. DEFINITIONS

Words, phrases or other expressions used in these contract documents and defined in this paragraph shall have the meaning herein given:

“Contract” or **“Contract Documents”** shall include all documents enumerated in the foregoing paragraph 1.

“Owner” shall mean the City of Lansing, 800 First Terrace, Lansing, Kansas 66043, in the Contract Agreement and for whom the work covered by this Contract is to be performed acting through its Governing Body and their duly authorized agents.

“Contractor” shall mean the corporation, partnership or individual named in the Contract Agreement who has entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents and other legal representatives.

“Subcontractor” shall mean and refer only to a corporation, partnership or individual having a direct contract with the Contractor for:

Performing a portion of the contract work, or

Furnishing material worked to a special design according to the Contract Plans or Specifications; it does not, however, include one who merely furnishes material not so worked.

“Engineer” shall mean the engineer or engineers who have been designated, appointed or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.

“Inspector” shall mean the engineering or technical inspector or inspectors duly authorized by the Owner or Engineer limited, in each case, to the particular duties entrusted to him or them.

“Date of Contract”, or words equivalent thereto, shall mean the date written in the Contract Agreement.

“Day” or **“Days”**, unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.

“The Work” shall mean the work to be done and the equipment, supplies, materials and services to be furnished under the Contract unless some other meaning is indicated by the context.

“Plans” or **“Drawings”** shall mean and include all:

Drawings prepared by the Owner as a basis for proposals.

All supplementary drawings furnished by the Engineer as and when required to make clear and to define in greater detail the intent of the Contract Plan and Specifications.

Drawings submitted by the successful bidder with their proposal and by the Contractor to the Owner when, and as, approved by the Engineer.

Drawings submitted by the Owner to the Contractor during the progress of the work as provided herein.

Whenever in these Contract Documents the words "**as ordered**", "**as directed**", "**as required**", "**as permitted**", "**as allowed**" and words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner and Engineer is intended.

Similarly, the words "**approved**", "**reasonable**", "**suitable**", "**acceptable**", "**properly**", "**satisfactory**" or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.

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 executing the Contract Agreement of which these General Conditions are a part.

3. VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written items and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner 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.

4. INTENT OF PLANS AND SPECIFICATIONS

Certain plans prepared by the Engineer on behalf of the Owner and elsewhere described and named accompany and supplement these specifications and constitute a part of the Contract Documents. Such plans are agreed to be constructively attached to these specifications although convenience may prevent physical attachment.

The Owner shall have the right to modify minor details of these plans, to provide final or checked plans in lieu of any preliminary or unchecked plans, and to supplement these plans with additional plans or with additional information as the work proceeds, all of which shall be considered as plans accompanying these specifications. In case of discrepancy between Plans and Specifications, the specifications shall be deemed to take precedence but the Engineer may be called upon for an interpretation.

The Contractor shall not take advantage of any errors or discrepancies he may discover in the plans but shall report same and the Engineer will make or approve the necessary corrections. The contractor shall not be responsible for the adequacy of the Engineer's design.

Six (6) copies of the specifications, in addition to those constituting signed contracts and six (6) diazo print copies of the plans, and of each corrected or supplementary plan, will be supplied to the Contractor without charge. The Contractor may order at his own expense as many additional copies of prints as he may desire.

5. FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until dimensions have been obtained from the Engineer.

6. DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall prepare whatever detailed working drawings are necessary to enable him to fabricate, install and construct all parts of the work in conformity with the plans and specifications.

For general construction, including sheeting and bracing, forms, falsework and other temporary structures and for plant and equipment layout and for features for which the plans and specifications permit choice and selection by the Contractor, working drawings shall show in detail, or by written description, the methods and structures selected by the Contractor in sufficient detail so that their strengths, adequacies, sufficiency's and their conformity to the plans and specifications can be checked and verified.

It is requested that tracings of all working drawings shall have a suitable enclosure block in which is indicated "City Engineer" with a notation of approval date and space for similar approval dates of any revisions. After approval of working drawings by the Engineers, no changes shall be made without resubmission and all changes or revisions later made shall be clearly marked and dated. Working prints of drawings shall not be issued for use until after the drawing has been approved and the date of approval is noted on the tracing as stated. No work shall be done until the drawings have been approved.

Payment for all working drawings, for revisions thereof and for copies furnished shall be included in the amounts bid for material and work.

7. LINES AND GRADES

All work shall be done to the lines, grades and elevations shown on the drawings. Basic horizontal and vertical control points will be established or designated by the Engineer. These points shall be used as datum for work under this contract. All construction staking, additional survey layout and measurement work shall be performed by the Contractor as a part of the work under this contract; unless otherwise designated by the Engineer.

8. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor shall provide an experienced instrument man, competent assistants and such instruments, tools, stakes and other materials required to complete the survey, layout and measurement work. In addition, the Contractor shall furnish, without charge, competent men from his force and such tools, stakes and other materials as the Engineer may require in establishing or designating control points, in establishing construction easement boundaries or in checking survey, layout and measurement work performed by the Contractor. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he wishes to work so that horizontal and vertical control points may be established and any checking deemed necessary by the Engineer may be done with a minimum inconvenience to the Engineer and minimum delay to the Contractor.

9. WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and work established by base lines, offset stakes, bench marks or other basic reference points not located, established or checked by the Engineer may be ordered removed and replaced at the Contractor's cost and expense.

10. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, bench marks, reference points and stakes, and, in case of willful or careless destruction of the same, will be charged with the resulting expense of replacement and shall be responsible for any mistake or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks placed by the Engineer are destroyed through carelessness on the part of the Contractor and that the destruction of those stakes and marks cause a delay in the work, the Contractor shall have no claims for damages or extensions of time. In the case of any permanent monuments or benchmarks, 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 his own expense such materials and assistance as are necessary for the proper replacement of monuments or bench marks that have been moved or destroyed.

11. LEGAL ADDRESSES

Both the business address of the Contractor given in the Proposal upon which this Contract is founded and the Contractor's office in the vicinity of the work are hereby designated as the places to which all notices, letters and other communications to the Contractor may be mailed or delivered. The business address of the Owner appearing on the first page of these General Conditions, in subparagraph "b" of the paragraph entitled "Definitions" is hereby designated as the place to which all notices; letters and other communications to the Owner may be mailed or delivered. The delivery by one party to the other party at an address so designated or the depositing in any mail box regularly maintained by the Post Office or any notice, letter or other communication addressed to such address, postage prepaid, registered or certified mail, with return receipt requested, shall be deemed sufficient service thereof and the date of said service shall be the date of such delivery of mailing. Either party may change the said address or addresses at any time by an instrument in writing delivered to the Engineer and to the other party. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon either party personally.

12. RESPONSIBILITY OF CONTRACTOR

The contractor shall:

Furnish all transportation, tools, equipment, machinery and plan and all suitable appliances, requisite for the execution of the Contractor and be solely answerable for the safe, proper and lawful construction, maintenance and use thereof.

Cover and protect his work from damage; he shall make all injury thereto before the completion and acceptance of this Contract good.

Be solely answerable for all damages to the Owner or property of the Owner, to other contractors or employees of the Owner, to the neighboring premises or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractors, employees or agents in or about said work, or in the performance of the work covered by this contract or any extra work undertake as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring apparatus, ways, works, machinery or plant.

13. PATENTS

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or equipment (as distinguished from processes) used in or for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such; and he shall be liable for any damages or claims for patent

infringements. The Contractor shall, at his own cost and expense, defend any and all suits or proceedings that may be instituted at any time patents involved in the work and in the case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made for which any such suit or claim remains unsettled. The contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the design of the work to be done under this Contract or by the Specifications therefore.

14. INDEPENDENT CONTRACTOR

The right of general supervision by the Owner shall not make the Contractor an agent of the Owner 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 supervisions; but, as to all such persons, 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.

15. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under the Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall promptly make good, at his own expense, any injury of damage that may be sustained by other contractors or employees of the Owner at his hands. Any difference or conflict, which may arise between the Contractor and other contractors, or, between the Contractor and the workmen of the Owner in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

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

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent and amount, in the manner and at the time which may be reasonably necessary.

16. METHODS OF OPERATION

The Contractor shall give to the Engineer full information, in advance, as to his plans for carrying on any part of the work. If at any time prior to the start or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the work, he may order the Contractor to increase or improve his facilities or methods and the Contractor shall promptly comply with such orders; but neither compliance with such orders, nor failure of the Engineer to issue such orders, shall relieve the Contractor from his obligation to secure the degrees of safety, the quality of work and the rate of progress required by this Contract. The Contractor alone shall be responsible for safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of the plan or method of work proposed by the contractor shall not relieve the Contractor of any responsibility therefore and such approval shall not be considered as an assumption by the Owner, or any officer, agent or employee thereof, and 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 mean only that the Engineer has no objection to the adoption or use by the Contractor of such plan or method at the Contractor's own risk and responsibility.

17. SUGGESTIONS TO CONTRACT ADOPTED AT HIS OWN RISK

Any plan or method of work suggested by the Engineer, or other representative of the Owner, 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 Engineer and the Owner will assume no responsibility therefore.

18. AUTHORITY AND DUTY OF THE ENGINEER

It is mutually agreed, by and between the parties of this Contract, that the Engineer shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties of this Contract that the Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under the contract that he shall determine all questions in relation to said work and the construction thereof; that he shall in all cases decide every question that may arise relative to the execution of the Contract on the part of the Contractor; that his decisions and findings shall be the conditions precedent to the right, of the parties hereto, to arbitration or to any action on the Contract, and to the rights of the Contractor to receive any money under this Contract. Provided, however, that should the Engineer render any decision or to 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 Engineer, within thirty (30) days, a written objection to the decisions or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work and the decision or directions of the Engineer as rendered shall be promptly carried out.

19. INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer) such inspectors as the Owner may deem proper to inspect the materials furnished and the work performed under this Contract, to see that the said materials are furnished, and the said work is performed in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the inspectors, for the proper inspection and examination of the work and all parts thereof.

The Contractor shall regard and obey the directions and instructions of the Engineer, or any inspector so appointed, when the same is consistent with the obligations of this contract. Should the Contractor object to any order given by any subordinate engineer or inspector, the Contractor may make written appeal to the Engineer for his decision.

Inspectors and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties and, any intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reasons if the Owner so decides to annul the Contract.

The Engineer shall have the right to select suitable samples of materials for testing or examination, which the Contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, the Contractor shall box or crate samples as necessary and shall deliver them to points designated for shipment without charge. Where tests

of materials are to be made after delivery at the site of the structure, the materials shall be delivered with time enough in advance of need to allow amply for inspection, testing and replacement, if necessary.

Where the Contractor desires to propose for use in the structure any material or product as an alternate or equivalent to a material or product specified herein, he will be required to submit samples to a testing bureau designated by the Engineer and shall pay the cost of such testing and analysis as may be required to determine the suitability of such materials and products.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modification thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Rejected materials shall be removed promptly from the vicinity of the work. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice; the Owner may make removals and corrections and charge the expense to the Contractor.

20. NO WAIVER OF RIGHTS

Neither the inspection by the Owner or any of the Owner's officials, employees or agents, nor any order by the Owner for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provisions of this Contract or of any power herein reserved to the Owner or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

21. SUPERINTENDENCE OF WORK

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work or notices in connection therewith.

22. ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer or his representatives to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

23. PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above and below ground, along, beneath, above, across or near the site or sites of work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection 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 through any negligence of himself or his employees. Contractor shall also provide a copy of procedures required per its insurer in regard to claims initiated by citizens.

The Contractor shall give reasonable notice to the Owner or owners of public or private property and utilities when 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 or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belong to the Owner and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference or delay caused by any such structures and facilities being on the line of work, whether they are shown on the Plans or not.

24. DEFENSE OF SUITS

In case of any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors of his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men or suppliers of machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, decrees and attorney fees whatever arising out of such action or suit that may be brought as aforesaid naming the Owner as a party.

25. INSURANCE

The Contractor shall secure and maintain such insurance as will insure the performance by the Contractor of its obligations to protect, defend, indemnify and hold harmless Owner and officers and agents of the Owner and Contractor respectively, as provided herein, and will protect them from claims under Worker's Compensation Acts; automobile liability for bodily injury(including death) or property damage; and general liability for bodily injury(including death) or property damage which may arise from and during operations under this contract, whether such operations be by itself or anyone directly or indirectly employed by it.

The Contractor shall purchase and maintain in full force and effect during the term of this contract, insurance in a company or companies satisfactory to the Owner, but regardless of such approval, it shall be the responsibility of the Contractor to maintain such coverage and shall not relieve Contractor of any contractual responsibility or obligation. Insurance of the following types and with the following limits are required:

General Liability:

The minimum limits of liability for commercial general liability insurance shall be:

\$1,000,000 each occurrence for bodily injury or property damage;
\$2,000,000 general aggregate with a per-project endorsement; and
\$1,000,000 products/completed operations aggregate.

Each such policy shall include comprehensive torts, contractual liability, independent Contractors, products/completed operations, inherently dangerous activities, premises-operations, broad form property damage, and personal injury coverage.

General Liability coverage shall name Owner as an Additional Insured on a primary basis, per the CG 2010 11/85 or it's equivalent, or a combination of CG 2010 10-01 and CG 2037 10-31 (including products and completed operations).

These coverage's shall provide protection for the Contractor and the Owner against liability from damages because of injuries, including death, suffered by any person and liability from damages to property, arising from or growing out of the Contractor's operations in connection with the performance of this contract. All insurance required by this contract shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance. Each policy shall also contain a severability of interest conditions and the insurance afforded by the Contractor shall be primary insurance.

The Contractor shall provide the Owner with a Certificate of Insurance, specifying Contractor's insurance coverage and limits before any work is performed under this contract. A Certificate of Insurance shall also be provided upon each policy renewal. Certificates of Insurance shall be sent to Owner at the address stated herein. Such proof of insurance shall provide for ten (10) days prior written notice to the Owner before cancellation, termination or material change or modification of such insurance, unless longer advance notice is required by the Owner. Such notice shall be given to Owner at the address above noted. Consulting Engineer shall be listed as an additional insured on the liability insurance policies. Upon request Contractor shall furnish certified copies of any insurance policies listed in the Certificate of Insurance.

If Contractor shall subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor and Owner. Subcontractor shall cause all such policies of insurance to name Contractor and Owner as additional insured's and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified therein for Contractor.

If the Contractor has a policy or policies of insurance with aggregate limits of liability Owner must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

Contractor shall notify Owner in writing 10 days after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract. Contractor shall notify Owner as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

All liability insurance shall be occurrence policies in a form acceptable to Owner. Claims-made policies are not acceptable.

Automobile Liability:

Contractor shall obtain automobile liability insurance, which provides coverage for its owned, non-owned, and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be:

\$1,000,000 combined single limit for bodily injury and property damage

Workers Compensation:

Statutory

Employers' Liability:

\$100,000/\$500,000/\$100,000(each accident/disease-policy limit/disease-each employee)

Builders Risk/Installation (if required by Owner):

For direct physical loss or damage to covered property while under construction at the premises described in the declaration of the policy and per specifications. Limit of coverage is the contract bid to be in force for the duration of the project and until the project is accepted by the Owner. The Owner will be named additional insured.

Umbrella Coverage (if required by Owner):

An umbrella coverage will be required if the project costs are over \$2 million.

Waiver of Subrogation:

Contractor waives any and all subrogation claims, including such claims arising out of injuries to Contractor's employees, against Owner, Engineer, and Consulting Engineer and their respective officers, directors, partners, employees and agents.

26. RIGHT OF WAY AND EASEMENT

Public right-of-way and permanent and temporary construction easements will be acquired by the Owner as shown on the Drawings. The Contractor shall confine its construction operations to the right-of-way limits and construction limits provided for the project, and shall carefully note where buildings, structures, or other obstructions will limit working space. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.

In the event that easements are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation, or for any other reason the Contractor shall cease operations in such area and confine work to other areas approved by the Owner. In regard to the securing of easements, the Contractor shall have no claims against the Owner for damages. An extension of time may be requested in writing, as provided under Paragraph GC-44., "Extensions of Time."

27. ESTIMATED QUANTITIES

Any and all estimated quantities stipulated in the Proposal under unit price items are approximate and are to be used only:

As a basis for estimating the probable cost of the work and for the purpose of comparing the proposals submitted for the work.

It is understood and agreed that the actual amounts of work done and materials furnished under unit price items may differ from such estimated quantities and that the basis of payment for such work and materials shall be the actual amount of work done and materials furnished in each case. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the amounts estimated therefore in the Proposal or other Contract Documents.

28. MODIFICATIONS AND ALTERATIONS

The Contractor agrees that the Owner shall have the right to make modifications, changes and alterations in the arrangement or extent of the work without affecting the validity of the Contract

and Contract Bond thereunder. If the modification or alteration increases the amount of work to be done and the added work or any part thereof is of a type and character which can be properly and fairly classified under one or more unit price items of the Proposal, then such added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price or prices therefore. Otherwise, such work shall be paid for as herein provided under "Extra Work". If the modification or alteration decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices; the Engineer shall determine on an equitable basis the amount of:

Credit due the Owner for contract work not done as a result of an authorized change.

Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built.

Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents.

Except for minor changes or adjustment which involve no contract price adjustment or other monetary consideration and with the exception of adjustments of estimated quantities for unit price work or materials to conform to actual pay quantities therefore as hereinbefore provided under "Estimated Quantities", all changes and alterations in the terms or scope of the Contract shall be made under the authority of duly executed change orders issued and signed by the Owner and accepted and signed by the Owner and accepted and signed by the Contractor.

29. EXTRA WORK

The term "Extra Work" as used in this Contract shall be understood to mean and include all work that may be required by the Owner or Engineer to be done by the Contractor to accomplish any change or alteration in or addition to the work shown by the Plans or reasonably implied by the Specifications and not covered by contract proposal items and which is not otherwise provided under "Modifications and Alterations".

It is agreed that the Contractor shall perform all work under the direction of the Engineer when and as so ordered in writing by the Engineer subject, however, to the right of the Contractor to require a written confirmation by the Owner of such extra work ordered. It is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method A: By agreed unit prices.

Method B: By agreed lump sum.

Method C: If neither Method A nor Method B can be agreed upon before the extra work is started, the Contractor shall be paid his actual field cost of the work plus fifteen percent (15%) for the work which he performs with his own forces and/or the Contractor shall be paid the subcontractor's actual field cost of the work plus twenty percent (20%) for work which is performed by his subcontractor or subcontractors.

Where extra work is performed under Method C, the term actual field cost of such extra work is hereby defined to be and shall include:

The payroll cost for all workmen, such as foremen, mechanics, craftsmen, and laborers.

The cost of all materials and supplies not furnished by the Owner.

Rental for all power-driven equipment at agreed-upon rates for the time actually employed or used in the performance of the extra work.

Transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said extra work and which is not already on the job.

All power, fuel, lubricants, water and similar operating expense.

All incidental expenses incurred as a direct result of such extra work, including sales or use taxes on materials, payroll taxes and the additional premiums for construction bonds, workmen's compensation, public liability and property damage and other insurance required by the Contract where the premiums therefore are based on payroll and material costs.

The Engineer may direct the form in which actual field costs 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 Method C. If machinery or heavy construction equipment is required for extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The applicable "plus" percentage (15% or 20%) of the actual field cost to be allowed and paid to the Contractor shall constitute full compensation for profit, overhead, superintendence, field office expense and all other elements of cost not embraced within the actual field cost as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any orders or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and shall keep an accurate account of the actual field cost thereof as provided for Method C in the foregoing paragraph.

30. EXTRA WORK A PART OF CONTRACT

If extra work is performed in accordance with the provisions of this Contract, such extra work shall be considered a part hereof and subject to each and all terms and conditions of said Contract.

Substantial Changes to the Work – 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 the 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:

- a) If the total cost of a particular item of unit price work amounts to twenty-five (25%) percent or more of the Contract price or the variation in the quantity of the particular item of unit price work performed by the Contractor differs by more than thirty-three (33%) percent from the estimated quantity of such item indicated in the Contract; and if there is no corresponding adjustment with respect to any other item of work;
- b) Then the quantity variation will entitle the Owner or Contractor to an adjustment in the unit price and, if the parties are unable to agree as to effect of any such variations in quantity of unit price work performed; then either Owner or Contractor may request the Governing Body to make an adjustment in the Contract price.

Quantity variation – 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 Owner.

Field Change Orders – The Owner may order minor changes in the work through field change 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 for that work.

Clarifications, Modifications, or Corrections – from time to time the Owner 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 compensation is due, and the Owner insists on its completion, 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 in GC-29. The Contractor will thereby preserve the right to submit a claim therefore.

31. ARBITRATION OF ENGINEER'S DECISIONS

The decision of the Engineer shall control in the interpretation of Plans, Specifications and other Contract Documents.

If either the Owner or the Contractor considers himself aggrieved by an interpreting decision of the Engineer, he may require the dispute to be finally and conclusively settled by the decision of arbitrators, one to be appointed by the Owner and a second by the contractor. In case the two arbitrators thus chosen fail to agree, the two arbitrators shall appoint a third arbitrator. By the decision of these arbitrators, or by that of the majority of them, both parties to this agreement shall be finally bound.

Arbitrators shall be capable by training and experience to understand and pass upon the problems to be considered and such qualifications shall be subject to approval by the Engineer. No one shall serve as arbitrator who has or has had any financial or pecuniary interest with either party or who is or ever has been employed by either party. No arbitrator shall be an advocate or foe to either party.

Compensation to each arbitrator shall be the same and shall be paid equally by both parties. The party calling for arbitration shall pay all other expenses of arbitration. Arbitrators shall have no detailed pre-knowledge of the fact but shall sit as judges and jury to consider the intention of the Contract and Specifications, such facts as may be presented by the parties, such as may be determined upon personal observation of the arbitrators subsequent to their appointment and data and information presented by the Engineer. Arbitrators shall have the right to call upon any officer or employee of either party for testimony and shall have access to the records, books, accounts and correspondence of both parties.

32. PROVISIONS FOR EMERGENCIES

Whenever, in the opinion of the 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 processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private personal property interests, then the Engineer, with or without notice to the contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the 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 therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

33. ASSIGNMENT AND SUBLETTING OF CONTRACT

The Contractor shall not assign or submit the work, or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless by and with the like consent of the Owner to be signified in like manner. No right under this Contract, nor to any money due or to become due hereunder, shall be asserted in any manner against said Owner, or persons acting for the Owner, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment shall have been authorized by the written consent of the Owner. In case the Contractor assigns all, or any part of, any moneys 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 moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, the Contractor upon notice from the Owner shall immediately terminate his subcontract. The Contractor shall be as fully responsible for the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

34. RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notices 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 Owner 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 Owner may take over the work and prosecute same to completion, by contract or otherwise, for the account and at the expense of the Contractor, and that the Contractor and his surety shall be liable to the Owner by reason of such prosecution and completion; and in such event, the Owner 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 therefore.

35. SUSPENSION OF WORK

The Contractor shall delay or suspend the progress of the work or any part thereof for such period of time as required in each case, whenever he shall be so directed by written order of the Owner or Engineer. Any such order of the Owner or Engineer shall not invalidate or otherwise

modify any provision of this Contract. If the progress of work or any part thereof is delayed as a result of such suspension, the Owner shall pay the time for completion of the work so delayed to the Contractor.

36. LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water or from any unusual obstruction or difficulty or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work, shall be sustained and borne by the Contractor at his own cost and expense.

37. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability arising from or based on any violation of the same.

38. SANITARY REGULATIONS

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 his employees, shall obey and enforce all sanitary regulations and orders and shall take precautions against the spread of infectious diseases.

The Contractor shall provide at least one (1) chemically treated portable toilet unit on site during all active phases of construction. The Contractor shall enforce the use of the facilities by all personnel at the site. The unit(s) shall be obscured from public view to the greatest extent practicable.

39. CHARACTER OF WORKERS

The Contractor shall employ only workers who are competent to perform the work assigned to them and in the case of skilled labor who are adequately trained and experienced in their respective trades and who do satisfactory work.

Whenever the Engineer shall notify the Contractor that any employee on the work is, in their opinion, incompetent, unfaithful or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such person shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

40. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK

Except in connection with the care, maintenance or protection of equipment, or of work already done, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m., or on Saturdays, Sundays or legal holidays, without the written consent of the Engineer. Clean up and non-critical work may be performed on Saturday.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the Engineer; such permission, however, may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate equipment for the proper execution and control of the work and all operations performed thereunder.

41. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground or other unsuitable construction conditions, the Contractor shall confine his operations to that which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner as approved by the Engineer.

42. PROSECUTION AND PROGRESS

Special attention will be given to the scheduling of work and work methods. “Notice to Proceed” will be issued within ten (10) working days after Award of the Contract. Construction shall start within ten (10) days after “Notice to Proceed” unless mutually agreed otherwise 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 named in the Proposal, subject to any extension or extensions of such time made as hereinafter provided.

The Contractor shall place orders for aggregates, asphaltic materials, reinforcing steel, cement and all other principal materials within ten (10) days after award of the Contract and within delivery dates, in writing, from the suppliers of each of these materials. One copy of each order for the primary materials in the Contract together with one copy of the suppliers' reply stating the date of delivery shall be furnished to the Engineer prior to the payment of the first partial monthly estimate. Estimates shall not be processed until these provisions have been complied with to the full satisfaction of the Engineer.

Should special conditions arise from war, strikes or other reasonable emergencies wherein restrictions may prevent or delay the acquirement, delivery or use of materials and be the direct cause of specific delays, extensions of time will be granted. In such an event, the Contractor shall file with the Engineer copies of documentary evidence to substantiate the causes and amount of resultant delays at the time they are in occurrence. This evidence together with the original material orders and written delivery dates will be used by the Engineer to determine the amount of extension of time to be made on account of delays. In determining extensions of time, revised delivery dates for primary materials will be computed by extending the original date the actual number of days, which elapses during any emergency.

The Contractor is requested to bring to the attention of the engineer, by letter, during the progress of the work, the occurrence of events, which the Contractor considers, may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall, at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not construction or hypothetical days of delay will be considered. The Owner shall have the authority to grant additional extensions of time as the Owner may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the contractor on any estimate until such program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added

amount of labor, or of working shifts, night work, etc., by which lost time shall be made up and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the contractor after such request is made until the Contractor has provided an approved modified program. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

Should the Contractor fail to complete the work within the required number of working days as stipulated in the Proposal or within such extra time as may have been allowed by extensions, the Engineer will deduct from any monies due or coming due to the Contractor, the amount indicated in the Proposal for each working day the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of interference with business, inconvenience to the public, added cost of engineering, administration, inspection, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the surety to complete the Contract shall the Owner forfeit the right to recover liquidated damages from the Contractor or his surety for failure to complete the Contract within the specified time.

43. HINDRANCES AND DELAYS

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen 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, embraced in this Contract, except as provided in the paragraph: "Suspension of Work" of these General Conditions.

44. MATERIALS AND EQUIPMENT

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Engineer in each case.

All required tests for or in connection with the approval of materials and/or installation methods shall be made, at the Contractor's expense, by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the Owner and approved by the Engineer. Any change in origin of method of preparation or manufacture of a material being routinely tested will require new tests and approval thereof. Reports of all tests shall be furnished to the Engineer or Owner in as many copies as may be required.

45. EQUAL PRODUCTS

When the words "or equal" are used in connection with a specification for a particular item of material, quality or trade name, they will be construed to mean that such specified item will be used as a basis of comparison and all makes of similar items or alternate materials or methods will be considered for approval, provided they have equal or better qualifications for the intended

use. Wherever the words "or equal" do not follow a branch or trade name used in these Specifications, they are implied.

46. TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work 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 completed work required under this contract shall be made, under the direction of the Engineer, by and at the expense of the Contractor who shall repair at his own expense all damage resulting from such tests.

47. PLACING WORK IN SERVICE

If desired by the Owner, portions of the work may be placed in service when completed 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 fully accepted and for a year thereafter as stipulated under paragraph: "Defective Workmanship and Materials".

48. DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what are waste material or rubbish and the manner and place of disposal. On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by him, and shall remove all trash or debris of every kind from the tracts or grounds which he has occupied and shall leave them in first class condition.

49. DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of **two (2) years** from and after the date of the final acceptance by the Owner of the work embraced by the Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

50. CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof. When requested by the Owner, the contractor shall submit satisfactory evidence that all persons, firms or corporations, who have done work or furnished materials under this contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount shall be retained from monies due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporations as aforesaid are fully discharged or satisfactorily secured.

51. CONTRACT BONDS

The Performance, Statutory, and Maintenance Bonds executed by the Contractor shall be a guarantee:

For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of the Contract Documents as herein defined, and

For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement of defective equipment or parts thereof, within a period of **two (2) years** after the date of acceptance by the Owner of the work.

The Owner agrees to mail notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying his surety of such failure.

52. MONTHLY ESTIMATES AND PAYMENTS

The Contractor shall provide monthly payment estimates to the City Engineer for the value of work done in conformity with the Plans and Specifications and for unused materials delivered for and stored on the site of the work.

The Contractor shall furnish to the Engineer such detailed information as he may request to aid as a guide in the preparation of monthly estimates. After each such estimate shall have been approved by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of such estimated sum.

It shall be understood that payments made by the Owner for materials stored on the site shall be based only upon the actual cost of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

53. COMPLETION AND ACCEPTANCE OF WORK

On completion of the work, the Engineer shall:

Satisfy himself, by examination and test, that the work has been fully and finally completed in accordance with the Plans, Specifications and Contract, and report such completion to the Owner.

Before final acceptance by the Owner of the work, the Contractor shall submit to the Engineer a notarized affidavit, stating under oath that all subcontractors, vendors and other persons or firms who have performed labor or furnished materials for the work have been fully paid or satisfactorily secured.

54. FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, the Engineer shall be authorized to prepare a final estimate of the work done under this Contract and the value thereof. Such final estimate shall be submitted to the Owner within ten (10) days after its preparation has been authorized as aforesaid; and the Owner shall, within thirty (30) days after said final estimate is made and certified, pay the entire sum so found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment; but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and material furnished.

55. RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

56. PRE-CONSTRUCTION CONFERENCE

After the bid opening, and after the verification of Contractor’s current eligibility, a time and place for a meeting will be set which shall be attended by: The Contractor and representatives of the Office of the City Engineer. The primary purpose of this conference will be discussion of scheduling and coordination of the work under this Contract.

57. DAMAGE TO EXISTING STRUCTURES, EQUIPMENT AND SIGNS

The Contractor will be held responsible for damage to existing structures, sidewalks, streets or signs, because of his operations and shall repair or replace any such damaged structures, streets, walks or signs to the satisfaction of and at no additional cost to the City of Lansing.

58. WORK COMMENCEMENT

The work embraced in this Contract shall begin within ten (10) days after written “Notice to Proceed” shall have been given to the Contractor by the City Engineer and carried on regularly and uninterruptedly thereafter (unless expressly directed otherwise and in writing by the City Engineer) with such force as to ensure full completion within **Sixty (60) calendar days**. If the Contractor shall fail to complete the work in the time specified, the City shall have the right to deduct from the total compensation otherwise due Contractor as Liquidated Damages, fixed and agreed to in advance, according to the schedule set forth in Table 1 below:

TABLE 1

CONTRACT AMOUNT	LIQUIDATED DAMAGES
0 to \$25,000.00	\$250.00
\$25,001.00 to \$50,000.00	\$500.00
\$50,001.00 to \$100,000.00	\$750.00
\$100,001.00 to \$500,000.00	\$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,250.00
\$1,000,001.00 to \$2,000,000.00	\$1,500.00
\$2,000,001.00 to \$5,000,000.00	\$2,000.00
\$5,000,001.00 to \$10,000,000.00	\$2,500.00
\$10,000,001.00 and up	\$3,000.00

59. WORKING DAYS

Working days shall be considered one (1) per calendar day.

60. TRAFFIC CONTROL AND BARRICADE

The Contractor shall at his expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs or other adequate protection installations and shall provide, keep and maintain such danger lights, signals and watchmen as may be necessary or as may be ordered by the connection with the work.

All barricades and obstructions shall be illuminated at night by torches and approved signal lights suitably distributed so as to serve the intended purpose.

All traffic control shall meet those requirements as outlined in the most current edition of "The Manual for Uniform Traffic Control Devices" (MUTCD).

61. GENERAL

Natural obstructions and publicly owned existing facilities and improvements encountered during construction shall be removed, relocated, reconstructed or worked around as herein specified, regardless of whether or not their existence or location is shown or noted on the drawings. Care shall be used while excavating, trenching or performing other work adjacent to any facilities intended to remain in place; except as otherwise specified, the Contractor shall be responsible for any damage to publicly owned items and any repairs required shall be promptly made at his expense. All work in connection with removal and relocation shall be done carefully in accordance with accepted practices so as to result in the maximum salvage or materials suitable for reuse; salvaged materials not utilized in relocation or reconstruction shall be transported and stored at the City yards or as directed. Waste materials shall be disposed of in a satisfactory manner at approved locations. Unless otherwise provided in the Proposal Items of these Contract Documents, no separate or additional payment will be made for any work in connection with removal, relocation or restoration of obstructions and existing facilities.

62. GOVERNING TECHNICAL SPECIFICATION

All work described in these documents shall conform to the Technical Specifications and Design Criteria for Public Improvement Projects, as adopted by the City of Lansing. The most up to date version of the Technical Specifications can be found on the City of Lansing Kansas Website: <https://www.lansingks.org/publicworks/page/technical-specifications> under the Public Works and Technical Specifications sub folders. Whenever the Technical Specifications outlined above conflict with the provisions listed in Technical Specifications listed below, this document shall govern. The Lansing Technical Specifications are taken from the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction which can be found online at www.ksdot.org The contractor may request interpretation of any conflict between the provisions listed above, and shall notify the City Staff of this request, preferable via email. Staff will review and provide guidance

63. TRAFFIC CONTROL

The contractor shall provide adequate traffic control during all activities within the Right of Way. The Kansas Standard Specifications for State Road and Bridge Construction, Edition 2015, shall govern except as otherwise modified herein.

All streets, roads, highway, and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades on which shall be placed acceptable 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 to the extent that adequate protection is provided to all persons 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 kept illuminated from sunset to sunrise. Materials stored

upon or alongside 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 existing street signs and traffic aids, within the project limits, shall be carefully removed, stored and as soon as practicable, reset as directed by the Owner, at the Contractor's own cost and expense, except that when any traffic, local or through, is to be carried during construction, all stop signs shall be temporarily located at the Contractor's own cost and expense.

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

64. VANDALISM

All loss or damage arising out of vandalism to property shall be the responsibility of the Contractor and assumed through insurance requirements of this contract.

65. COMPLIANCE WITH O.S.H.A. REGULATIONS

The Contractor shall comply with all regulations of the Occupational Safety and Health Administration (OSHA) and hold the Owner and its representatives harmless from all actions resulting from the Contractor's failure to comply with said regulations, orders and citations.

66. OWNER'S RIGHT TO DO WORK

Without otherwise limiting Owner's right under the Contract Documents, if Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, Owner, 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.

67. REMOVAL OF REJECTED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Owner ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal shall be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

68. DEDUCTIONS FOR UNCORRECTED WORK

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

SECTION XII

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. All questions shall be submitted to the Public Works Department., at 913-724-2400 or by e-mail at mspickelmier@lansingks.org
2. All questions concerning water service, or the purchase of a Temporary Water Meter shall be addressed to Lan-Del Water (913) 727-3350. **A temporary meter must be obtained prior to attaching to any fire hydrant located within the City of Lansing or the LanDel Water Department service area.**
3. The successful bidder shall be required to submit a list of major subcontractors and suppliers, all company personnel involved with the project, a project schedule, and a schedule of values at the project pre-construction meeting. The list of major subcontractors, suppliers, and company personnel shall include all 24 hour contact information for use during the project and in case of emergencies.
4. The contractor shall identify any spoils disposal site to be utilized within the City of Lansing and obtain a separate "NO COST" fill permit for said site.
5. Contractor shall provide to the City, **prior to the start of clearing activities**, pre-construction photos and video in accordance with the requirements outlined in the Technical Specifications Section of this document. **Upon completion of construction, and prior to final payment, the contractor shall provide to the City, post-construction photos in accordance with the requirements outlined in the Technical Specifications Section of this document.**
6. The contractor will supply "Temporary Seeding" should inclement weather delay the completion of the project or the completion of the improvements is outside the KDOT Planting Period and said seeding shall be subsidiary to the other bid items.
7. "Permanent Seeding" shall be installed by "Hydroseeding", or an alternate method would be to grade, fertilize, seed, and install an approved erosion control blanket.
8. The contractor is responsible to provide an acceptable, mowable lawn. The grading shall be as such, additional topsoil and watering may be required by the contractor.
9. "Traffic Control" is subsidiary to all other work.
10. Lansing has "Trash Day" typically on Thursday, where commercial waste haulers operate on city streets. Work should be scheduled to minimize this disruption. In the event that work will be occurring during this timeframe, the contractor may need to make arrangements to ensure access to the waste bin by third party Municipal Waste Hauler.

11. Certain road sections adjacent to USD469 school buildings may need to be coordinated as to only minimally disrupt student and/or bussing operations. Coordination with City and District staff is required when working on these sections.
12. Parcel lines shown on plans and or City GIS are for informational purposes only.
13. Signs shall be removed and replaced by the contractor. Owner will provide all temporary and new signage to be installed by the contractor.
14. All used frames and lids shall be returned to the owner, unless otherwise specified.
15. Contractor shall coordinate with Public Works, or contact police dispatch at 913-727-3000 in the event of unexpected emergency closures.
16. Contractor shall have a chemically treated toilet on site during all construction activities.
17. Residents shall have full access to driveways at all times during construction with exceptions as needed. Exceptions must have at a minimum verbal concurrence of the property owner to City Staff.
18. New concrete shall have expansion against existing concrete.
19. Any orange construction fence will be installed per the temporary construction limits shown on the plans as necessary.
20. All new concrete shall be pinned to the existing concrete w/expansion material.
21. Expansion material shall be placed against storm boxes, around valves, around manholes, against existing and new curb, and between thickness changes of concrete.(sidewalk to driveway repair)
22. Backfill in roadway shall be flowable fill and subsidiary to work items.
23. Backfill in the alley must be compacted AB-3 fill and subsidiary to work items.
24. Flowable fill shall be placed to the elevation required to meet the detail requirements for the street/alley patch.
25. A mastic seal is required for all "Frame and Lid Seal Replacements".
26. Contractor will be responsible for submitting, following, and maintaining a Storm Water Pollution Prevention Plan (SWPPP) if applicable.

27. Asphalt patching fill adjacent to new curb shown on the curb replacement typical section is subsidiary to the construction of the new curb and gutter.
28. Work required to complete Concrete Pavement Repair (i.e. saw cutting, removal, haul away drilling, etc.) shall be subsidiary.
29. Care shall be exhibited around the work of all survey monumentation. Any expected impacts may require the Contractor to provide endangerment reports, and to make provisions for replacement monumentation by a Kansas Land Surveyor.
30. The contractor may request the limits of the milling, curb replacement, or other quantities be marked by city staff. The contractor shall notify Public Works staff at least 48 hours in advance for this activity. The Contractor shall develop base bid materials and equipment only on the Contract Documents.
31. The Contractor shall obtain all necessary utility locates, and provide 72 hours' notice to all utility companies prior to commencement of construction activities near said utilities.
32. The photos, exhibits, and descriptions contained herein are provided to characterize the nature of this project. Due to the varied conditions of the existing structure, the contractor will be required to field verify all quantities and dimensions of the doors, windows, openings, lengths, heights, etc.. There will be time at the mandatory pre-bid meeting to view the facility. City staff will also be available to coordinate access to interested parties after this meeting to allow for any additional field verification of measurement and/or quantities.

SECTION XIII

**WORK UNIT
DESCRIPTIONS /
SPECIAL PROVISIONS
/ TECHNICAL
SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

- A. All work described in these documents shall conform to the *Technical Specifications and Design Criteria for Public Improvement Projects*, as adopted by the City of Lansing.
- B. The most up to date version of the Technical Specifications can be found on the City of Lansing Kansas Websiten under the Public Works Department
<https://www.lansingks.org/publicworks/page/technical-specifications>
- C. Whenever the Technical Specifications outlined above conflict with the provisions listed in Technical Specifications listed below, this document shall govern.
- D. The Lansing Technical Specifications are taken from the Kansas Department of Transportation *Standard Specifications for State Road and Bridge Construction* which can be found online at www.ksdot.org
- E. The contractor may request interpretation of any conflict between the provisions listed above, and shall notify the City Staff of this request, preferable via email. Staff will review and provide guidance

WORK UNIT DESCRIPTIONS AND GUIDANCE (SPECIAL PROVISIONS)

MOBILIZATION – SP-1

- A. The basis of payment for this item shall be lump sum
- B. Work performed by the contractor shall comply with Section 1600 of the Technical Specifications adopted by the City of Lansing
- C. This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

TRAFFIC CONTROL – SP-2

- A. The basis of payment will be a lump sum for all necessary traffic control for the project.
- B. The Contractor shall furnish and erect all needed traffic control signs and shall furnish all needed flaggers. The cost of furnishing and erecting of all signs and furnishing flaggers shall be paid for under the Lump Sum bid for "Traffic Control". All signs, flaggers, and their respective locations and placement in relation to the work of this contract shall conform to the current edition of the
- C. Traffic control shall be installed in accordance with the Manual for Uniform Traffic Control Devices.

ASPHALTIC CONCRETE SP-3

- A. The basis for payment shall be a 2" Asphalt overlay (BM-2 or HMA) paid by the ton of accepted material in place, based on the weight of individual truck loads delivered and placed, less waste and unacceptable material. Material tickets provided by the supplier will be used to verify quantities, and copies shall be supplied to the City.
- B. All work performed by the contractor shall comply with Division 1300 of the Technical Specifications adopted by the City of Lansing

- C. The contractor is responsible for public and private property, which may be endangered by his operations, and shall take every reasonable precaution to avoid damage. Throughout all phases of construction, the rubbish and debris on a project shall be held to the absolute minimum and confined to organized disposal and storage areas. In the interest of a safe working environment, materials and equipment shall be removed from the work site as soon as they are no longer needed. Excess excavated material(s) should be removed from the site as soon as practical.
- D. For Asphaltic Concrete Overlay or Hot Mix Asphalt (HMA / BM-2) construction, KDOT specifications for gradation, mixing, quality of materials, delivery, and construction shall be observed. Mix design(s) for the type of mix specified in the contract documents shall be submitted for approval prior to scheduling the work. Individual aggregates will be tested, including tests for shale, and soft and friable material. Combined aggregates will be sampled for compliance with mix design.
- E. The City Staff may require removal and replacement of out-of-specification material at contractor's expense or accept a price reduction in accordance with the KDOT specifications.
- F. All traffic control devices shall be erected prior to the tack oil being placed. Flaggers shall be used where required to adequately and safely control traffic. All traffic control devices and their placement shall conform to the Manual on Uniform Traffic Control Devices, current addition.
- G. Contractor shall take all appropriate precautions to prevent segregation. The Engineer may require replacement of segregated asphaltic concrete at the contractor's expense at any time from initial placement through the end of the maintenance period.
- H. DELIVERY: Trucks shall be able to proceed to the worksite within one hour from the asphalt factory within the temperature range of 250-350°F. Trucks shall be adequate in number to execute the project efficiently and effectively.
- I. ROAD SURFACE PREPARATION: When the bituminous mixture is placed on an existing bituminous surface, the surface shall be cleaned of all foreign material and cleaned by whatever means necessary to remove all dust, dirt, and debris, and any contaminate that may interfere with bonding with the new surface.
- J. AIR COMPRESSORS: If an air compressor is used on the job site to remove dust, dirt, and debris from the street or adjacent areas, it should have a valve control on the wand handle to increase or decrease air or shut air down completely.
- K. TACK COATING: The purpose of a tack coat is to assure a good bond between the new paving material and the surface of existing pavement upon which it is laid, and where the asphalt pavement mixture contacts the vertical face of curbs, gutter, cold pavement joints, and the like. The tack coat must be applied by means of an approved distributor. Any other application method for special situations must be approved in writing by the Engineer.
- L. PROTECTION OF ADJACENT STRUCTURES: The surface of all structures and other roadway appurtenances shall be protected to prevent them from being damaged or splattered with bituminous material. If any appurtenances are damaged or splattered, the contractor shall, at his own expense, restore the appurtenances to their original condition.
- M. BREAKDOWN ROLLING: Breakdown rolling should commence immediately behind the paver and stop only when the desired level of density has been achieved or tenderness, excessive shoving or tearing in the mat is noticed.
- N. ROLLING ASPHALT PAVING MIXTURES: Rollers should not be reversed suddenly, reversed at the same point on the mat or permitted to stand in one place on hot pavement. Steel rollers in no case shall stop on the new pavement with the drum(s) perpendicular to street centerline.

- O. VIBRATORY ROLLERS: Vibratory rollers, used for finishing, shall be operated in the static mode on the final pass.
- P. ASPHALT ROLLING: Rolling should commence at the gutters or low side, and progress towards the high side of crown. Asphalt mixtures, when hot, tend to migrate under the action of the roller, and if the rolling is started at the high side, this migration is more pronounced and tends to crowd the paving material towards the edges, often squeezing it over headers of gutter edges.
- Q. BROADCASTING: Broadcasting of hot paving material will not be permitted. Extensive segregation of the course and fine portions of the mix will result from broadcasting.
- R. GENERAL WORKFORCE RULES: Walking across or standing on unrolled, hot, asphalt surface, will not be allowed. The only exception to this rule involves the activity of direct work being conducted on the asphalt surface.

EXISTING ASPHALT SURFACE (EDGE / HEADER) MILLING (0" to 2") – SP-4

- A. The basis of payment will be per square yard of existing asphalt area milled.
- B. Surface preparation, cleaning, street sweeping shall be completed per contractor
- C. This quantity is for surface milling up to 2" in depth in areas where the existing asphalt surface may not have sufficient depth to accommodate the standard milling.
- D. Milling along existing concrete edges and/or curbs shall be performed in a manner as not to damage the existing structures.
- E. Milling to points within existing asphalt surface shall be done to create straight edges to provide good joints for new asphalt placement.
- F. This may include the milling of existing deteriorated concrete surface and/or valley gutter.
- G. Contractor is responsible for hauling and disposal of asphalt millings.
- H. Asphalt Surface shall be installed within 15 working days of removal

EXISTING ASPHALT SURFACE MILLING (2" Standard Depth) - SP-5

- A. The basis of payment will be per square yard of existing asphalt area milled.
- B. Surface preparation, cleaning, street sweeping shall be completed per contractor
- C. This is the standard and preferred mil section for the Pavement Preservation Program. Other units are identified for specific areas. This unit shall apply to all areas unless otherwise specifically identified.
- D. Lansing Technical Specification Detail 13-9 applies to this work item.
- E. Milling along existing concrete edges and/or curbs shall be performed in a manner as not to damage the existing structures.
- F. Milling to points within existing asphalt surface shall be done to create straight edges to provide good joints for new asphalt placement.
- G. Contractor is responsible for hauling and disposal of asphalt millings
- H. This may include the milling of existing deteriorated concrete surface and/or valley gutter.

EXISTING ASPHALT SURFACE MILLING (2" w/ Petromat)- SP-6

- A. The basis of payment will be per square yard of existing asphalt area milled.
- B. Surface preparation, cleaning, street sweeping shall be completed per contractor
- C. This quantity is for areas where an existing petromat was installed under a chip-seal surface.
- D. Existing conditions may require effort and/or equipment which shall be accounted for in this specific unit price.

- E. Milling along existing concrete edges and/or curbs shall be performed in a manner as not to damage the existing structures.
- F. Milling to points within existing asphalt surface shall be done to create straight edges to provide good joints for new asphalt placement.
- G. Contractor is responsible for hauling and disposal of asphalt millings.
- H. This may include the milling of existing deteriorated concrete surface and/or valley gutter.

EXISTING ASPHALT SURFACE MILLING (2"+ Crown reshaping)- SP-7

- A. The basis of payment will be per square yard of existing asphalt area milled.
- B. Surface preparation, cleaning, street sweeping shall be completed per contractor
- C. This quantity is for surface milling in an asymmetric fashion across the roadway due to thicker material on the profile crown. The intent is to bring the road profile back into conformance with specification by milling the surface back to as close to a ¼" per foot slope as possible
- D. Milling along existing concrete edges and/or curbs shall be performed in a manner as not to damage the existing structures.
- E. Milling to points within existing asphalt surface shall be done to create straight edges to provide good joints for new asphalt placement.
- F. This may include the milling of existing deteriorated concrete surface and/or valley gutter.
- G. Contractor is responsible for hauling and disposal of asphalt millings.
- H. Asphalt Surface shall be installed within 15 working days of removal

MANHOLE ADJUSTMENT: SP-8

- A. The basis for payment will be per each manhole adjusted.
- B. All work performed by the contractor shall comply with Division 3100 of the Technical Specifications adopted by the City of Lansing.
- C. Standard Detail SD21-11 provides additional guidance on this item
- D. Concrete around the cutout for the manhole shall comply with Division 2000 of the Technical Specifications adopted by the City of Lansing. A mix design is also provided herein.

CONCRETE CURB & GUTTER REPLACEMENT: - SP-9

- A. basis for payment will be per linear foot of replaced curb. The minimum pay item will be for 6' of curb at identified locations to encourage economy of scale.
- B. All work performed by the contractor shall comply with Division 2100 of the Technical Specifications adopted by the City of Lansing.
- C. Standard Details 21-1 and 21-2 provide additional guidance on this item.
- D. The following Material Specifications shall apply.
 - a. Cement: KSS Section 2001. Refer to part I "Field Blended Cement Concrete" for additional supplementary cementitious material (SCM) requirements. All concrete mix designs shall contain SCMs as required per this part of the KSS Section 2001 and meet the requirements of ASTM C 1567.
 - b. Water: KSS Section 2401.
 - c. Fine Aggregate: KSS Section 1102, Type FA-A, except that artificial or manufactured sand will not be acceptable.
 - d. Coarse Aggregate: Coarse aggregate shall meet the requirements set forth in the current ASTM C33 for Class 5S aggregate, and coarse aggregate shall be entirely granite, quartzite, or trap rock. All coarse aggregate shall come from a large, accessible,

uniform geological formation and be easily field identifiable in concrete. Coarse aggregates shall meet the gradation requirements of the current ASTM C33. The acceptable gradation sizes shall be numbered 1 through 7, 56, 57, 67, 357, or 467. Mix designs shall specify the gradation designation. Max absorption shall be 0.5%.

- e. Air-Entraining Agent and other Admixtures: KSS Section 1401 and 1402.
- E. DESIGN: Unless otherwise specified in Plans/Contract Documents, or otherwise approved in writing by the Engineer, all concrete shall be Grade 4.0 (AE). Concrete mix design submittals shall include:
 - a. Mix designation.
 - b. 28-day compressive strength that meet the requirements of ACI 318 current edition.
 - c. Design slump and allowable range after addition of all admixtures.
 - d. Proportions/weights of all mix materials.
 - e. Source of all mix materials.
 - f. Design water to cement ratio minimum 0.25 and maximum 0.44. Mix designs shall be submitted for each combination of materials, differing material proportions, or differing water to cement ratios. Design unit weight at the design air content.
 - g. Proportion of admixtures (admixtures for water reduction, set acceleration, or set retardation may be shown as optional provided they are Kansas Department of Transportation approved and the mix design shows the allowable application rates or dosages for each optional admixture.)
 - h. Gradation designation for the coarse aggregate.
 - i. A certification that the coarse aggregate meets the current ASTM C33 5S requirements (including the magnesium sulfate test for soundness).
 - j. Test results performed by a qualified laboratory for coarse and fine aggregate gradations.
 - k. Test results performed by a qualified laboratory that meet specifications listed in KSS Section 1102, Type FA-A (natural sand).
- F. MIXING AND DELIVERY: All concrete should be mixed thoroughly until it is uniform in appearance, with all ingredients evenly distributed. Mixers should not be loaded above their capacity and should be operated at the approximate speeds for which they were designed. Water, not to exceed two gallons per cubic yard, may be withheld from the load at the batch site, and if needed, added at the construction site. The need for additional water shall be made as soon as possible after the load has arrived at the construction site and shall not exceed two gallons per yard. The water will be added to the entire load as much as possible, to assure the water-cement ratio has not been exceeded. No water will be added to the middle of the load. Delivery shall be scheduled in a timely manner to allow the concrete to be properly placed and finished before setting occurs and to prevent cold joints. Concrete shall not be used which has developed its initial set.
- G. WEATHER LIMITATIONS: Agitated concrete must be in place 1½ hours after the water has been added when the ambient air temperature at the time of batching is 74 degrees F. or less. When the ambient air temperature, at the time of batching, is between 75 degrees F. and 89 degrees F., concrete must be in place within one hour after the water has been added unless an approved set retarding admixture has been added, in which case the concrete must be in place within the 1½ hour limit. When the ambient air temperature is 90 degrees F. or above, the concrete shall be in place within one hour after the introduction of water even if a set-retarding admixture has been added. If the temperature of the concrete, at the time of placement, is 90 degrees F. or above, or under conditions contributing to quick stiffening of the concrete such as low humidity and high winds, the concrete shall be placed within 45 minutes after the introducing of water to the cement. The concrete supplier shall provide a copy of the delivery ticket listing the mix design, cubic yards of concrete per load, and the time that the load was

batched. Unless authorized by the Engineer, concrete operations shall be discontinued when the descending ambient air temperature reaches 40 degrees F. and not resumed until an ascending ambient air temperature reaches 35 degrees F. When concrete operations are authorized during cold weather, the temperature of the mixed concrete shall not be less than 50 degrees F. and no greater than 90 degrees F. Concrete operations shall not continue when the ambient air temperature is below 20 degrees F.

- H. The contractor shall inform the Engineer at least 24 hours in advance of his intent of placing any concrete. No concrete shall be placed on sub-grade or in forms that have not been approved by the Engineer. No concrete shall be placed on a frozen surface. All forms shall be cleaned and oiled prior to the placement of concrete. All sub-grades and forms shall be moistened prior to placing concrete to prevent the rapid loss of moisture and to cool the surface if needed. The concrete shall be sufficiently and uniformly vibrated across the full width and depth of the concrete placement. Vibrators shall be placed and withdrawn vertically from concrete in a slow, deliberate manner. In no case shall the vibrator be used to move the concrete within the forms or be operated more than 15 seconds or less than 5 seconds in any one location. All concrete shall be vibrated unless authorized by the Engineer. Once vibrated, the concrete shall be screeded or struck off by an approved method to the line and grade as shown on the plans or as designated by the Engineer. All surfaces shall be finished with a bullfloat, darby, trowel, and/or straightedge, depending on the surface specified. Care should be taken not to overwork the surface of the concrete and a minimal amount of water should be sprinkled on the surface during the finishing process. Any exposed edge shall be finished with an edger to a radius of 1/4 inch, longitudinal joints on pavement shall be edged to a radius of 1/8 inch. As soon as all the excess moisture has disappeared, and while the concrete is still plastic, the surface shall be textured with a broom, burlap drag, or other prescribed method as designated by the Engineer.
- I. PROTECTION AND CURING: The concrete shall be cured by one of the following methods:
- a. *Liquid Membrane* - The City prefers the white pigment application liquid membrane-forming compounds: After finishing operations have been completed and immediately after the free water has left the surface, or if forms are removed before the curing period is up, all exposed surfaces shall be completely coated and sealed with a uniform layer of curing compound. The compound shall be applied in one application at a rate of not less than one gallon per 150 square feet of surface. The curing compound shall be thoroughly mixed at all times during usage. If the newly coated film is damaged within the four-day cure period, the contractor will be required to apply a new coat of material to the affected area. It shall be the responsibility of the contractor, regardless of the reason, to repair or replace any damage to the concrete until the work has been accepted.
 - b. *Cover Protection* - Burlap, white polyethylene sheeting, insulated concrete curing blankets, forms left in place, over the liquid membrane-curing compound. Immediately after the concrete has hardened sufficiently to avoid marring, yet early enough to prevent undue loss of moisture, the curing material shall be in place on the concrete surface. If the concrete becomes dry before the curing material is placed, the concrete shall be moistened with a fine spray of water. Burlap shall be damp when placed and shall be kept damp throughout the curing period. The curing material or forms shall be left in place for a period of at least four days (96 hours), unless otherwise directed by the Engineer. Any tears or holes appearing in the curing material during the curing period must be immediately repaired.
- J. QUALITY ASSURANCE: The contractor shall be responsible for using concrete that complies with the Lansing Technical Specifications and with the plans and/or contract

documents, and shall remove and replace any deficient material. The City of Lansing will periodically run air and slump tests, and make test cylinders for testing by a qualified laboratory to verify compliance.

- K. **SUBGRADE:** The subgrade for combined curb and gutter shall be of uniform density and moisture, and shall be manipulated to the satisfaction of the Engineer. Rocky, shale, or soft yielding material shall be excavated to a minimum of six inches below subgrade and replaced with suitable materials approved by the Engineer.
- L. **EXPANSION JOINTS:** Expansion joints for combined curb and gutter shall be one-half inch pre-molded and full depth of the concrete, constructed at intervals of no greater than 200 feet, and shall be constructed between the curb and gutter and inlet boxes, sidewalks, or other structures, and at all transitions.
- M. **CONSTRUCTION JOINTS:** Planes of weakness in the combined curb and gutter shall be constructed by sawing or tooling through the curb and gutter to a depth of not less than 2" and a width not to exceed 3/8". They shall be constructed at intervals of no greater than 10 feet.
- N. **VALLEY GUTTER:** Valley gutter locations shall be marked by the Engineer. Valley gutters shall be 12' wide (parallel to centerline of road), 8" thick, and reinforced with #4 reinforcing bars on 1'0" centers. Bars shall be supported. A distinct valley on a constant grade from curb to curb shall be constructed as near the center of the 12 ft. width as is practical and functional. The edges of the valley gutter shall match existing street pavement unless otherwise directed by the Engineer.

LAWN RESTORATION: - SP-10

- A. The basis for payment will be lump sum for site wide work. Additional quantity may be authorized, but only with prior approval and concurring quantity verification of City Staff.
- B. It is anticipated that the contractor will perform all work within 3' measured perpendicular to the curb. Restoration outside of this limit will not be considered compensable, unless prior approval is granted by the City of Lansing.
- C. All work performed by the contractor shall comply with Division 6200 of the Technical Specifications adopted by the City of Lansing.
- D. **SEED MIXTURE:** 175 lbs. Turf-Type PLS/acre plus 10 lbs. Annual Rye PLS/acre.
- E. **FERTILIZER:** 12-12-12 applied at 600 lbs./acre
- F. **MULCH:** Prairie hay
- G. Contractor may elect to use sod as an alternate at the bid unit pricing.

CONCRETE CURB INLET TRANSITION SP-11

- A. The basis for payment will be on each transition installed. The work should be based on an 8' transition from standard curb to the edge of the inlet box.
- B. All work performed by the contractor shall comply with Division 2100 of the Technical Specifications adopted by the City of Lansing.
- C. Reference section TS-9 for the concrete specifications for this line item.
- D. Curb inlet transitions can be poured in conjunction with curb repair if work flow facilitates.
- E. Supplied photo represents a typical condition, however each identified location has unique properties. It is suggested that the proposed work be observed by the contractor prior to pricing to understand the level of effort needed.

CONCRETE DRIVEWAY / SIDEWALK REPAIR SP-12

- A. The basis for payment will be by the square yard.
- B. All work performed by the contractor shall comply with Division 2100 of the Technical Specifications adopted by the City of Lansing.
- C. Standard Drawing SD21-8 and SD21-3 provides additional information for this line item.
- D. Reference section TS-9 for the concrete specifications for this line item.
- E. This item refers to driveway sections located within the right-of-way only. This may require saw cut of new joints.
- F. This contract has identified specific locations for this work, but the City reserves the right to add quantity if the field conditions determine areas that should be replaced.

PAVEMENT MARKINGS SP-13

- A. The basis for payment will be by the linear foot for the 4" striping and each for the other items.
- B. All work performed by the contractor shall comply with Division 10000 of the Technical Specifications adopted by the City of Lansing.
- C. Pavement markings shall be considered permanent under these provisions
- D. Pavement markings shall comply with the Manual on Uniform Traffic Control Devices.
- E. Markings shall be thermoplastic with retroreflective material in accordance with the MUTCD
- F. Alternate material(s) may be considered but must be requested and approved in writing by City Staff and meet the provisions of Division 10000 and the MUTCD for size and retroreflectivity.
- G. This item refers to driveway sections located within the right-of-way only. This may require saw cut of new joints.
- H. This contract has not identified any specific locations for this work, but the City reserves the right to add quantity if the field conditions determine areas that should be replaced.
- I. Edge lines shall be 4" wide white
- J. Center lines shall match existing with 4" yellow
- K. Cross walk blocks shall be 2' wide by 8' long (unless existing does not allow). They shall be uniformly spaced and installed to facilitate standard wheel paths for the entire width of the street.
- L. Turn arrows have SD10-1 provided for additional guidance and shall be installed in the same locations as existing.
- M. Stop bars shall be 2' wide and extend to the edge of the stop lane.

SECTION CORNER ADJUSTMENT SP-14

- A. The basis of payment for this item shall be each occurrence.
- B. All work performed by the contractor shall comply with Division 1500 of the Technical Specifications adopted by the City of Lansing. Basis of payment for this line item shall be Lump Sum per instance.
- C. Cast Iron monument boxes are typically designed with an adjustable sleeve to allow for the extension of the box to accommodate addition pavement depth.
- D. Upon adjustment, the placement of a 24" diameter concrete apron of 8" depth shall be installed. Concrete shall be in accordance with Technical Specification.
- E. If the contractor expects to require the excavation of the monument, endangerment reports shall be filed with the County Surveyor in accordance with Kansas Statute.
- F. Monument integrity shall be in accordance with PLSS standards of practice

- G. The contractor may choose to Mill the pavement in the vicinity of the monument to required depth at least 20' in any direction to avoid adjusting the box, or to provide matching profile to existing concrete.
- H. The costs to adjust the existing box and/or milling as described shall be included in this Lump Sum Bid Item.
- I. Cast Iron monument boxes are typically designed with an adjustable sleeve to allow for the extension of the box

MARY STREET SIDEWALK / CROSSWALK SP-20

- A. The basis of payment for this item shall be lump sum
- B. All work performed by the contractor shall comply with Division 2100, Division 10000 of the Technical Specifications adopted by the City of Lansing.
- C. Pavement markings shall comply with the MUTCD
- D. Ramp installation shall be in accordance with the American with Disabilities Act (ADA)
- E. This work is being coordinated with the Lansing Unified School District (USD469).

Concrete Mix Design

Standard Cub mix for City of Lansing Division 2100 of Tech. Specs.

The attached mix design submittal is for this project. The mix(es) have been proportioned in accordance with ACI 2211-91 and the compressive strength evaluations meet ACI 318-14 requirements. The proposed mix proportions will perform as stated when test specimens are manufactured and tested in accordance with current ATSM standards and evaluated per ACI standards and practices. The mix(es) submitted for approval are as follows:

Aggregate Type	Mix Description	Usage	W/CM	Slump	Tolerance	Air	Tolerance
Coarse	4K PSI (3-5" SLUMP) DURAPOZ	SW/PAVING	0.42	4	1	6.50	1.5
Coarse	4K PSI (1-3" SLUMP) DURAPOZ	HAND FINISHED CURB	0.40	2	1	6.50	1.5
Coarse	4K PSI (0-2" SLUMP) DURAPOZ	MACHINE CURB	0.38	1	1	6.50	1.5

The weights listed for each design are in pounds per cubic yard of fresh concrete. Aggregates are in saturated surface dry (SSD) condition and are adjusted for free moisture content at time of production.

ASTM C94/94M-14a, Section 6.7 states the Purchaser shall ensure that the Manufacturer is provided copies of all test reports of tests performed on concrete samples taken to determine compliance with specification requirements. Reports shall be provided on a timely basis.

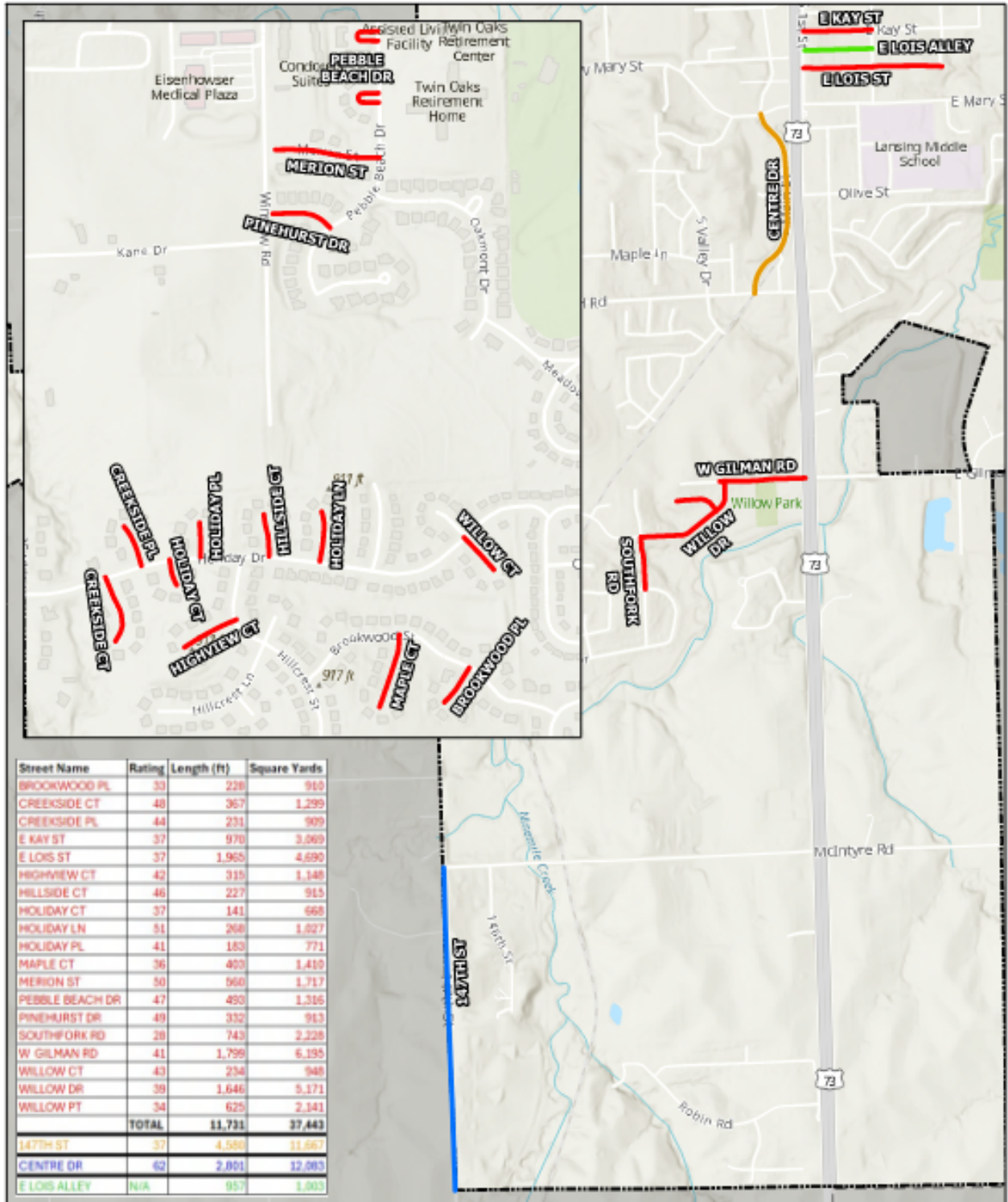
List of Standard Details provided herein

(Technical Specifications and Design Criteria for Public Improvement Projects)

SD13-1	Total Asphalt Local Street Detail
SD13-9	2" Milling & Overlay Detail
SD 13-10	Standard Header Detail
SD21-1	Type "A", "B", "B-1", "C", & "D" Curb and Gutter Detail
SD21-2	Type "E" and "F" Curb Details
SD21-3	Sidewalk Detail
SD21-6B	Sidewalk & Step Detail
SD21-6E	Additional Sidewalk Detail
SD21-8	Residential Drive Detail
SD21-11	Standard Manhole Adjustment

SECTION XIV

PROJECT EXHIBITS



Legend

- Proposed Base Bid - 11,731 LF
- Proposed Alternate 1 - 2,801 LF
- Proposed Alternate 2 - 4,580 LF
- Alley - 957 LF

*Total LF for all: 20,069
 *Total SY for all: 62,197

**M&O - Prelim Selection
2024**

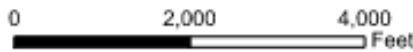


Exhibit A - 2024 Mil & Overlay Map



- Legend**
- Curb Replacement Locations - 2,375 LF
 - Driveway Section Replacement - 8 SF

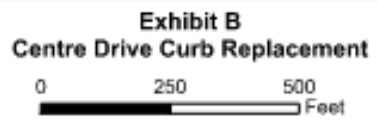


Exhibit B – Centre Drive



Exhibit C
W Mary Street Crosswalk and Landing

Legend

- Truncated Red Dome Panel
- Crosswalk Landing
- W Mary Crosswalk Landing



Exhibit C – Mary Street Crosswalk

PHOTO-1. Typical Curb Inlet Repair:, SP-11 (8' sections)



PHOTO-2 Curb failure example: SP-9 (6' min lengths, maximum varies)

