REVISED

City of Mission
Regular Meeting Agenda
Wednesday, September 21, 2016
7:00 p.m.
Mission City Hall

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Recognition of Lee Jones, Personal Trainer & Instructor, Parks & Recreation Department
- Mission Marlins Presentation of Trophies
- Presentation to Jason Vaughn

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. ***If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

3a. Minutes of the August 17, 2016 City Council Meeting and August 31, 2016 Special City Council meeting

CONSENT AGENDA - Finance & Administration Committee

Finance & Administration Committee Meeting Packet 9-7-16
Finance & Administration Committee Meeting Minutes 9-7-16

3b. Resolution Designating Surplus Property
3c. Ordinances Adopting STO & UPOC

CONSENT AGENDA - Community Development Committee

Community Development Committee Meeting Packet 9-7-16
Community Development Committee Meeting Minutes 9-7-16

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "Agendas & Minutes" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Ron Appletoft

Finance & Administration Committee Meeting Packet 9-7-16
Finance & Administration Committee Meeting Minutes 9-7-16

Community Development, Arcie Rothrock

Community Development Committee Meeting Packet 9-7-16
Community Development Committee Meeting Minutes 9-7-16

6a. Naming of Park at Mission Crossing
6b. Contract with GBA for Miscellaneous Drainage Projects
6c. Contract for Sidewalk Replacement at Sylvester Powell, Jr. Community Center

7. UNFINISHED BUSINESS

8. NEW BUSINESS

8a. GBA Task Order - 62nd Street Stormwater Repair

9. MAYOR'S REPORT

Appointments - Sustainability Commission

- Sean Partain, Ward II

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	September 1, 2016
Administration	From:	Laura Smith, City Administrator

Action items require a vote to recommend the item to full City Council for further action.

RE: Selection of name for the park in the Mission Crossing development.

RECOMMENDATION: Approve the name "Legacy Park" for the land located in the Mission Crossing development at the southwest corner of Martway and Broadmoor Streets, and designate the central gathering area as "Gibbs Plaza."

DETAILS: As a part of the 2010 Redevelopment Agreement with Mission Commons Investors, LLC, the southwest corner of the Mission Crossing development was donated to the City to be used as a public park. During the last several years, there have been a variety of conversations surrounding how to select and recommend a name for the new park. The first recommendation "Celebration Park" was presented to the Community Development Committee in March 2015, and the Parks and Recreation Commission was asked to solicit more input.

After reviewing names submitted through both public processes, the Parks and Recreation Commission submitted a recommendation in June of 2015 that would have required the City Council make an exception to existing policy to name the park after Councilmember Suzie Gibbs. Council Policy 124 states that before naming a park after an individual who has contributed outstanding civic service to the community, the individual must be deceased for a minimum of one year (complete policy attached).

The Parks and Recreation Commission provided the following in support of their recommendation:

> "For the past 44 years, minus the 6 that she lived at the lake, Suzie Gibbs has contributed significantly to the city of Mission from many different platforms. She was a small business owner, City Clerk, Executive Director of the Mission Area Chamber of Commerce, on the City Council three different times for a combined total of 24 years, to date, and Chairperson of the Mission Business Development Committee/Mission Convention and Visitors Bureau for 11 years. In the last role mentioned, Suzie was responsible for three significant special events a year; the Spirit of Mission Days/Mission Family Festival, the Arts and Eats Festival/Battle of the Brisket, and the Holiday Lights and Festive Sights event. And, probably the most compassionate activity that Suzie spearheaded is the family adoptions that provide food for less fortunate families at Thanksgiving and food and gifts at Christmas. It is because of her proven commitment to Mission and her compassion for others that the Parks and Recreation Commission recommends the name "Gibbs Park"."

Related Statute/City Ordinance:	City Council Policy No. 124
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	September 1, 2016
Administration	From:	Laura Smith, City Administrator

Action items require a vote to recommend the item to full City Council for further action.

The Commission also selected three other names for Council's consideration if they were uncomfortable making an exception to the existing policy. Those names are (in order of preference); Mullen Park, Rock Creek Park, and Western Trails Park.

Staff held the recommendation so that the selection of a name would coincide with the park's completion and dedication. We anticipate this will occur in late October or early November. When Councilmember Gibbs was advised of the Park Commission's recommendation she was both honored and humbled, but then immediately expressed concern that she never accomplished any of this alone. She was also uncomfortable asking the Council to consider something in direct conflict with their policy.

In consultation with the Mayor and the Park Commission, we are recommending an alternative which results in a win-win for everyone. Since the park will be dedicated during Mission's 65th birthday year, we recommend the name "Legacy Park" in honor of all those who have contributed to Mission's growth and success throughout the years. As part of the park's opening, we would also dedicate the central gathering area in the park, located under the shade structure, as "Gibbs Plaza." We believe this honors both the recommendation of the Park Commission and Suzie's contributions.

CFAA CONSIDERATIONS/IMPACTS: While the park naming does not have a specific relationship to the Communities for All Ages checklist, the City did consider the needs of persons of all ages in the design and development of the park and its furnishings and amenities.

Related Statute/City Ordinance:	City Council Policy No. 124
Line Item Code/Description:	N/A
Available Budget:	N/A

CITY OF MISSION

CITY COUNCIL POLICY MANUAL

POLICY NO. 124

POLICY RELATING TO THE NAMING OF PUBLIC PLACES

NAMING OF CITY-OWNED PUBLIC BUILDINGS AND PROPERTIES

The City will choose names for public buildings and property owned by the City of Mission based on the building's or property's relationship to any of the following criteria:

A. Neighborhood, geographic or common usage identification.

B. Building's or property's purpose.

C. A natural or geological feature.

D. A historical figure or place.

E. A deceased individual (minimum of one year) who has made a significant land, building, or monetary contribution to the City for the building or property being named.

F. A deceased individual (minimum of one year) who has contributed outstanding civic service to the city.

1. Naming of City-owned Public Buildings and Properties – Procedure.

A. Whenever the City Council wishes to consider naming a City-owned building or property, the issue shall be referred to the City Council's Community Development Committee to establish the specific process and to make a recommendation(s) to the full Council.

B. Before taking action, the City Council shall provide an opportunity for public comment on the recommendation(s) from the Community Development Committee.

2. Naming of Interior Features.

The interior features of a City-owned building may be named separately from the main building subject to the criteria and procedures set forth in this Policy.

3. Name Changes.

A. Designation of a name shall not prohibit the renaming of the building or property at a future date, or the designation of a sunset for the name at the time of approval.

B. Name changes shall be subject to the criteria and procedures set forth in this Policy.

NAMING OF PARKS AND PARK FACILITIES

A. It is the policy of the City to follow this procedure to establish names for parks and other park facilities.

B. A working name for the park or park facility will be assigned by the Mission Parks and Recreation staff at the time of land purchase or donation. Suggested names will be historical, geographical, or the name of a boundary street.

C. A permanent name for the park or park facility will be assigned at the time of the approval of the final park development.

D. In naming parks and other park facilities, consideration shall be given primarily to:

1. Neighborhood, boundary roads, or common usage identification;

2. A natural or geographic feature;

3. Significant historical events or cultural attributes;

4. A historical figure;

5. A name chosen by an individual (living or deceased) who has made a significant land and/or monetary contribution to the park system;

6. An individual who has contributed outstanding civic service to the City or has been instrumental in acquiring or developing parks properties, and who has been

deceased for a period of at least one year;

7. Organizations having contributed to and influenced the betterment of the City.

E. Parks and park facilities shall not ordinarily be named for living persons unless they have stipulated the name as a condition of donation.

1. Naming of Parks and Park Facilities – Procedure

A. Suggestions for names for parks or park facilities shall be solicited from organizations, neighborhood residents, individuals, and the media. All suggestions, solicited or not, shall be acknowledged and recorded for consideration by the Parks and Recreation Department.

B. The Parks and Recreation Commission shall host a public hearing to provide an opportunity for public comment on name recommendations.

C. The Parks and Recreation Commission will review names and make recommendations for the Mission Parks Recreation Department to present to the City Council.

D. The department shall wait at least one year between receipt of a name proposal related to a current event before final recommendation of that name.

E. Facilities shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.

APPROVED BY THE CITY COUNCIL ON APRIL 20, 2011

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	September 2, 2016
Public Works	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: GBA Task Order - Miscellaneous Storm Drainage Repairs

RECOMMENDATION: Approve the task order from GBA for survey, design, and bid phase services for repairs to three separate storm drainage infrastructure failures in an amount not to exceed $32,934.

DETAILS: Due to significant amounts of rainfall this year, a number of stormwater infrastructure failures have occurred. Sinkholes have formed adjacent to these failures causing unsafe conditions for the public. This task order covers failures at the following locations:

> **6500 W. 51st Street** - A corrugated metal pipe failed underneath the sidewalk on the north side of 51st Street. This caused the subgrade under the sidewalk to erode and has compromised the structural integrity of the sidewalk.
>
> **5303 Foxridge** - A corrugated metal pipe failed underneath the entrance to the Hillsborough Apartment complex. Subgrade beneath the entrance eroded away and is compromising the integrity of the driveway.
>
> **5820 W. 61st Terrace** - The clay stormwater pipe in this area failed in multiple locations, causing a sinkhole adjacent to the street and beneath the landscaping of the home at this location.

The scope and fees identified in the memo from GBA includes surveying, site investigation, and development of plans for repairs at each location. Project administration and bid phase services are included in the proposal in lump-sum amounts. An optional fee for inspection services for these repairs has also been included for consideration. Staff recommends delaying a decision on inspection costs until the design solutions and repair costs are finalized.

The heavy rainfall on August 26th caused two additional failures. One in front of City Hall and another west of Lamar between 62nd St/62nd Terrace. Public Works crews repaired the sinkhole in front of City Hall, and GBA is currently developing a scope and fee for design of the repairs at the other address. Once finalized, that task order will be brought to Council for consideration.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	22-61-207-93 Engineering/Architect Services
Available Budget:	$193,400

GBA
architects
engineers

creating remarkable solutions
for a higher quality of life

9801 Renner Boulevard
Lenexa, Kansas
66219-9745

913.492.0400
913.577.8200 fax

GBA Companies
Lenexa, KS
Kansas City, MO
O'Fallon, MO
Chesterfield, MO
Omaha, NE
Rock Island, IL
Broomfield, CO

www.gbateam.com

August 22, 2016

John Belger
Public Works Director
4775 Lamar Ave
Mission, KS 66202

SUBJECT: Mission On Call Storm Repairs
Authorization of Services

John,

Per our meeting on August 3rd, 2016, please review the scope of services below:

SCOPE OF SERVICES

This project consists of assisting the City of Mission, Kansas (Mission) with various survey, design, and bid phase services for addressing storm system repair issues. GBA will provide design, easement, and survey services to assist Mission with reviewing storm system issues, recommending and discussing courses of action, preparing repair drawings, preparing specifications for bidding, and assisting with bid review.

Task 1 Project Administration

$3,398

a. Invoices. Prepare and submit an invoice for the completed work.

b. Project Management. Manage and administer project including invoicing, and allocate resources to complete the project within schedule and budget limitations. Project meetings will be limited to a maximum of 2 project meetings. It is assumed that all project related meetings will take place at the Mission Public Works facility. In the event there is consideration to change the scope of the project, the Consultant shall develop and present the potential scope adjustment to Mission on all anticipated cost and schedule impacts on the Consultant's work.

Task 2 6500 W 51st Street

$8,383

a. Gather Mission provided CCTV of existing system and reports of system problems and review for potential design solutions.

b. Site visit of repair location to confirm and validate design solutions.

c. Survey of project area for flowline information of existing system, roadway limits, sidewalks, landscaping, and any other existing surface conditions which may affect the construction cost of the repair.

d. Preparation of drawings and repair details on 11x17 sheets. Maximum of 3 sheets.

e. Assist Mission with notification to affected residents where repairs will either affect the use of resident's property or where repairs fall outside of typical roadway right-of-ways.

f. Obtain ownership and encumbrance information for affected parcels to verify storm location and notify Mission if storm repairs will fall outside of easement or right-of-way conditions.

Task 3 5303 Foxridge Drive

$3,802

a. Gather Mission provided CCTV of existing system and reports of system problems and review for potential design solutions.

b. Site visit of repair location to confirm and validate design solutions.

c. Survey of project area for flowline information of existing system, roadway limits, sidewalks, landscaping, and any other existing surface conditions which may affect the construction cost of the repair.

d. Preparation of drawings and repair details on 11x17 sheets. Maximum of 3 sheets.

Task 4 5820 W 61st Terrace

$10,466

a. Gather Mission provided CCTV of existing system and reports of system problems and review for potential design solutions.

b. Site visit of repair location to confirm and validate design solutions. Complete a limited H&H analysis to determine pipe sizes and verify proposed design solution function.

c. Survey of project area for flowline information of existing system, roadway limits, sidewalks, landscaping, and any other existing surface conditions which may affect the construction cost of the repair.

d. Preparation of drawings and repair details on 11x17 sheets. Maximum of 3 sheets.

e. Assist Mission with notification to affected residents where repairs will either affect the use of resident's property or where repairs fall outside of typical roadway right-of-ways.

f. Obtain ownership and encumbrance information for affected parcels to verify storm location and prepare easements for proposed storm sewer if designs are projected outside of existing easements.

Task 5 Bid Phase Services

$6,010

a. Provide special conditions, measurement and payment, bid form, and opinion of probable cost.

b. Assist Mission with the distribution of plans to a select number of bidders. Answer questions from bidders and provide an addendum as necessary.

c. Assist Mission with the review of the bids, development of bid tabulation, and make a recommendation of award.

Expenses Ownership and Encumbrances, Mileage, and Printing

$875

PROPOSED FEE = $32,934

OPTIONAL CONSTRUCTION PHASE OBSERVATION FEE = $41,910

ASSUMPTIONS AND EXCLUSIONS

1. Scope and fee assumes that all projects will be bid together. If separated, a scope adjustment will be necessary.

2. No easement document preparation is included on Scope Items 2 and 3. If repairs are determined, through the O&E research, to be outside of easements or right of ways a scope adjustment will be necessary.

3. Mission shall provide, or provide access to, all necessary CCTV, reports, as-builts, and existing maps of existing pipe segments as needed for GBA to review to aid in design of plans.

4. No pre-bid meeting anticipated.

5. Hydrologic and hydraulic analysis shall be limited to the rational method and headwater to depth calculations for storm sewer conveyance at defined problem areas.

6. Contractor shall coordinate site access issues, utilities, and develop traffic control plans, as necessary.

7. Utility coordination during design development has not been included as part of this scope of work.

8. No permitting or assistance to obtain permits will be done as part of this project.

9. Optional Construction Phase Observation Based on 45 day construction contract length.

SCHEDULE

Anticipated schedule: August 29th through October 17th, 2016.

BASIS OF PAYMENT

GBA will complete the work tasks described in the above listed Scope of Services on an hourly rate plus expenses basis. Invoices will be submitted for all work completed during each previous month, including an itemized task summary as required by the City staff, and will become due and payable within thirty (30) days.

We appreciate the opportunity to serve you on this important project. If you agree with the project scope, schedule, and fee, please sign the following project authorization form and mail the original back to GBA at our attention.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.

G. Cory Clark, P.E.
Sr. Associate / Municipal Group Leader

Doug Carpenter, CPESC
Project Manager

GBA
architects
engineers

I hereby authorize George Butler Associates, Inc. (GBA) to perform the tasks in the above listed Scope of Services. I acknowledge and agree with the listed project schedule and fee. I further agree to pay the monthly invoices from GBA for the services provided within thirty days of receipt.

Authorized by: _____

Title: _____

Date: _____

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	September 2, 2016
PUBLIC WORKS	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: Sylvester Powell, Jr. Community Center (SPJCC) Sidewalk Replacement

RECOMMENDATION: Approve the contract with Tenoch Construction, Inc. for the Community Center Sidewalk Replacement project in an amount not to exceed $139,600.45.

DETAILS: Replacement of deteriorated curbs and sidewalks and improvement of ADA facilities surrounding the Community Center is budgeted ($125,000) in the 2016 Community Investment Program (CIP) for Parks and Recreation. Earlier this year, the Council authorized Olsson Associates to prepare contract documents and provide construction inspection services for this project. The plans and contract documents are included in the packet. The project was advertised and bids were opened on August 31st. There were seven responsive bidders, with Tenoch Construction, Inc. being the lowest and most responsive.

SPJCC Sidewalks - August 31, 2016 Bid Opening	
Tenoch Construction, Inc.	$139,600.45
KJ Remodeling LLC	$155,146.97
Gunter Construction Company	$161,535.00
Kansas Heavy Construction, LLC	$170,137.50
Mega Industries Corporation	$176,590.00
George J. Shaw Construction Company	$181,843.00
John Rohrer Contracting Company	$226,951.00

The low bid exceeds the project budget by $14,600. Staff is reviewing options for possible reductions in scope. The project is a high priority for the Department, and the Parks and Recreation Director has identified the following equipment purchases that could be deferred in order to complete the sidewalk replacement project. Those include: step equipment ($4,350), pool vacuums ($6,000) and flat panel TVs ($5,000) for a total of $15,350.

CFAA CONSIDERATIONS/IMPACTS: The Community Center is utilized by persons of all ages and abilities. This project will bring the sidewalk into compliance with Americans with Disabilities Act (ADA) Standards and complete missing connections.

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks and Recreation Sales Tax Fund Capital Equipment 45-90-805-09
Available Budget:	$125,000 + $15,350 in other identified savings

PUBLIC IMPROVEMENT PLANS FOR
SYLVESTER POWELL COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT
CITY OF MISSION, KANSAS
JOHNSON COUNTY, KANSAS

LEGEND

CTL	SURVEY CONTROL POINT	TS	TRAFFIC SIGNAL BOX
	SURVEY BENCHMARK		TRAFFIC SIGNAL MANHOLE
TBM	SURVEY TEMPORARY BEMCHMARK		TRAFFIC SIGNAL POLE W/ ARM
GM	GAS METER		TRAFFIC SIGNAL POLE
GAR	GAS RISER	TC	TRAFFIC SIGNAL CONTROL BOX
	GAS MANHOLE	TS	TRAFFIC SIGNAL PEDESTAL
GR	GAS REGULATOR		ELECTRIC MANHOLE
TVP	TELEVISION PEDESTAL	EM	ELECTRIC METER
F	FIBER BOX	ER	ELECTRIC RISER
	FIBER PEDESTAL	E	ELECTRIC BOX
C	CABLE BOX		ELECTRIC CABINET
CV	CABLE VAULT		ELECTRIC JUNCTION BOX
TP	TELEPHONE PEDESTAL	SPH	SPRINKLER HEAD
	STORM MANHOLE	SCV	SPRINKLER CONTROL VALVE
	STORM GRATE		WATER METER PIT
	SANITARY MANHOLE		FIRE HYDRANT
YL	YARD LIGHT	WM	WATER METER
LTP	LIGHT POLE	WV	WATER VALVE
	POWER POLE	FP	FLAG POLE
LPPP	POWER POLE W/ LIGHT		SIGN
	GUY WIRE		BOLLARD
BU	STUMP		WOOD POST
	BUSH		STEEL POST
	EVERGREEN TREE	COL	COLUMN
	DECIDUOUS TREE		BORE HOLE

	SECTION LINE
PL	PROPERTY LINE
	CENTER LINE
	PROPOSED ROW LINE
	EXISTING ROW LINE
	UTILITY EASEMENT
1371	EXISTING MAJOR CONTOUR
1371	EXISTING MINOR CONTOUR
1371	PROPOSED MAJOR CONTOUR
1371	PROPOSED MINOR CONTOUR
TEL	EXISTING TELEPHONE LINE
SS	EXISTING SANITARY LINE
	EXISTING STORM LINE
GAS GAS	EXISTING GAS LINE
W	EXISTING WATER LINE
	EXISTING CHAIN LINK FENCE
OHE	EXISTING OVERHEAD ELECTRIC
P	EXISTING PIPE LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED CHAIN LINK FENCE
	PROPOSED WOOD PRIVACY FENCE
	EXISTING TREELINE
	CONSTRUCTION LIMITS
	UNDERDRAIN
	CONCRETE

ABBREVIATION TABLE

MG	MATCH GRADE
P	PAVEMENT
TC	TOP OF CURB
BC	BACK OF CURB
EP	EDGE OF PAVEMENT
R/W	RIGHT-OF-WAY
TCE	TEMPORARY CONSTRUCTION EASEMENT
PROP.	PROPOSED
EXIST.	EXISTING
TYP.	TYPICAL
(R)	REMOVAL
CONST.	CONSTRUCT
TBM	TEMPORARY BENCMARK
C.G.	CONTROL POINT
D.N.D.	DO NOT DISTURB
U.I.P.	USE IN PLACE
ADJ.	ADJUST
EL.	ELEVATION
ESMT.	EASEMENT
B-B	BACK OF CURB TO BACK OF CURB DIMENSION

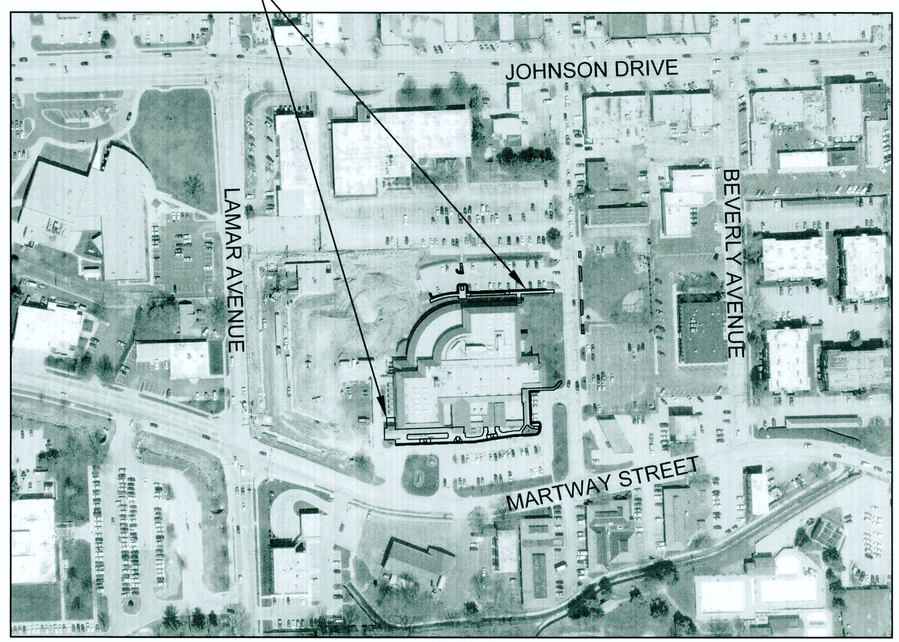
CALL BEFORE YOU DIG

1-800-344-7233
STATEWIDE (DIG SAFE)

KANSAS ONE-CALL SYSTEM, INC.

KANSAS CALL BEFORE YOU DIG:
1-800-DIG-SAFE (1-800-344-7233)

PROJECT LOCATION



N

N.T.S.

LOCATION MAP

NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	GENERAL LAYOUT, TYPICAL SECTION & SURVEY CONTROL
3	GENERAL NOTES & SUMMARY OF QUANTITIES
4	DEMOLITION & REMOVAL PLANS
5	PLAN SHEET
6-9	GRADING PLANS
10-11	SIDEWALK JOINTING PLANS
12	SIDEWALK RAMP LAYOUTS
13-19	STANDARD DETAILS

PREPARED & SUBMITTED BY:
OLSSON ASSOCIATES
7301 W. 133RD STREET, SUITE 200
OVERLAND PARK, KANSAS 66213

PAUL B. MOORE — DATE 8-12-16

I CERTIFY THESE PLANS WERE PREPARED BY ME OR UNDER MY IMMEDIATE PERSONAL SUPERVISION.

APPROVED BY:
CITY OF MISSION, KANSAS

PUBLIC WORKS DIRECTOR — DATE 8-15-16

OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE LICENSED 16507 KANSAS PROFESSIONAL ENGINEER 8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

TITLE SHEET

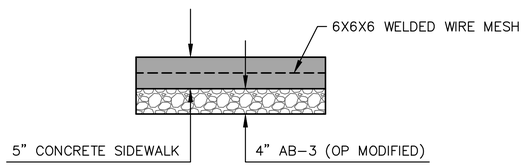
SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

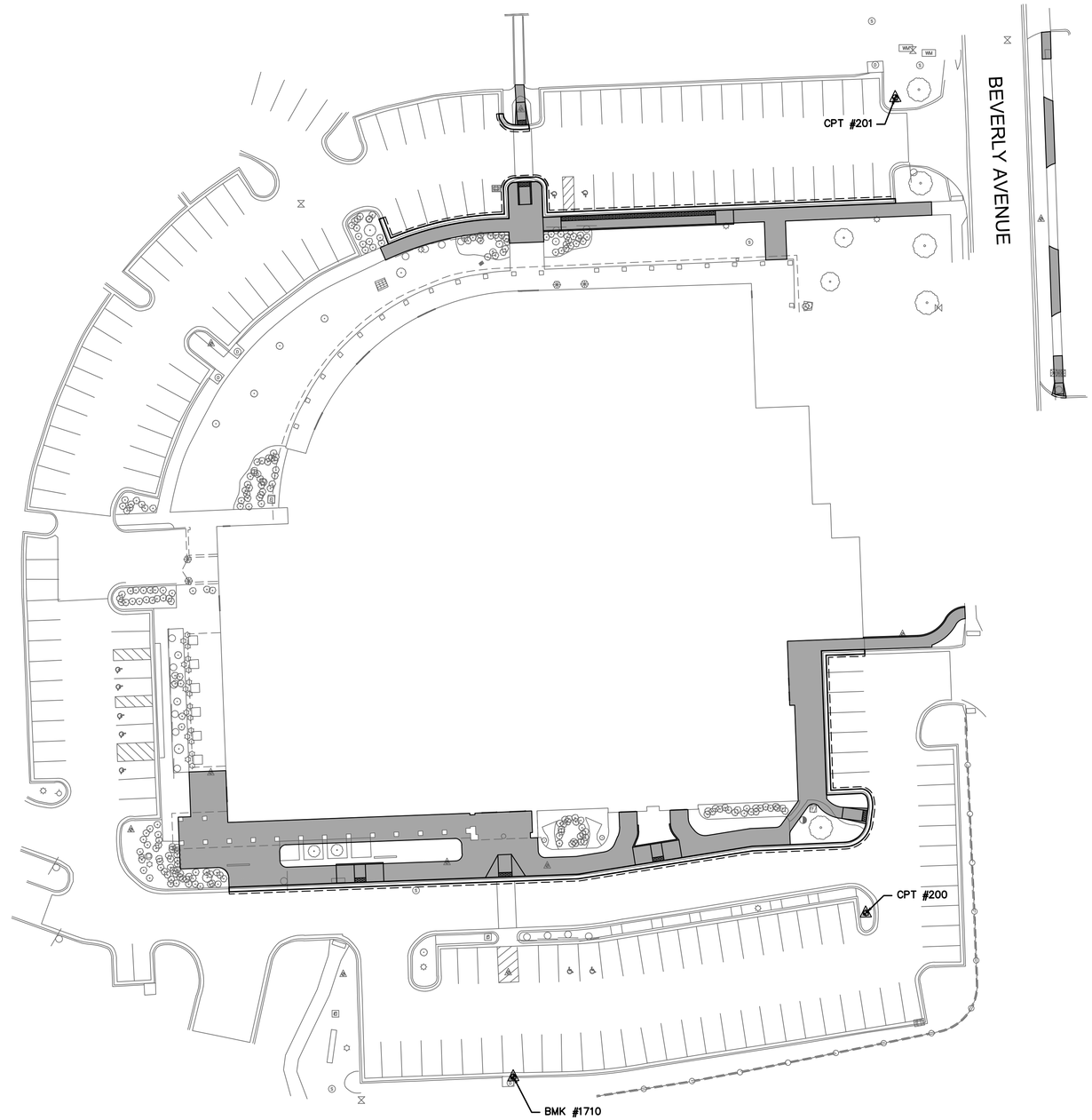
2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_TTL_170_43299
date:	8/12/2016

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\GENERAL\T_TTL_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 8:54am XREFS: T_PTBLK_170_43299 T_PBASE_170_43299 T_AERL_170_43299



TYPICAL SECTION
5" CONCRETE SIDEWALK



Control: Horizontal & Vertical Control is based on the Kansas Coordinate System 1983, North Zone.

Coordinate Datum: Modified State Plane Ground, US Survey Feet

CPT #200: Set 3/8" Rebar in Grass in East End of Island in Southeast Parking Lot of 6200 Martway

1. Found Back of Curb	3.6' East
2. Found Back of Curb	2.8' West
3. Found Southeast Corner of Decorative Brick in Island	8.5' Northwest

N: 267649.91
E: 2262122.63

CPT #201: Set 3/8" Rebar in Grass on North side of Northeast Entrance to 6200 Martway

1. Found Center of Sanitary Sewer Manhole	18.8' Northeast
2. Found Back of Curb	4.1' South
3. Found Back of Curb	5.1' West
4. Found Southeast Corner of Curb Inlet	13.4' Northwest

N: 268012.44
E: 2262135.79

Elevations Datum: NAVD 1988

Bench Mark #1710: Chiseled "X" Cut on Northeast Corner of Curb Inlet Northeast of Powell Center Westbound Bus Stop On North Side of Martway Street at 6200 Martway
Elevation=964.99'

N

0' 15' 30' 60'
SCALE IN FEET

OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER
8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

GENERAL LAYOUT, TYPICAL SECTION AND SURVEY CONTROL

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_LAY_170_43299
date:	8/12/2016

SHEET
2 of 19

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\GENERAL\T_LAY_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:20pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299 V_TOPO_43299 T_PHATCH_170_43299

General Notes:

1. Borrow Areas Provided By The Contractor Shall Be Approved By The Engineer As To Suitability Of Material And Location. Special Care Shall Be Taken In This Approval To Minimize The Increase Of Siltation And Turbidity Of Streams, Lakes And Reservoirs And To Avoid Interference With The Movement Of Migratory Fish. Areas Which, In The Opinion Of The Engineer, May Leave An Unsightly Appearance To The Project Will Not Be Approved.

2. All Borrow Area Locations Shall Be Submitted To The Engineer For Clearance From The Kansas Historical Society And The Kansas Department Of Wildlife And Parks Prior To Any Excavation.

3. It Shall Be The Responsibility Of The Contractor To Restore, Seed And / Or Complete Other Operations Noted In The Agreement With The Land Owner, Approved By The Engineer, On All Disturbed Areas Used To Provide Borrow Areas For Common Excavation (contractor Furnished).

4. All Disposal Sites Must Be Approved By The Kansas Department Of Health And Environment. Material Either Stockpiled Or Disposed Of In A Flood Plain Would Require A Kansas State Board Of Agriculture Permit. Any Material Dumped In Waters Of The United States Of Wetlands Is Subject To U.s. Corps Of Engineers Permitting Regulations.

5. Any Material Buried Or Stockpiled Beyond Approved Construction Limits Would Require Additional Archeological Investigations Unless Buried In A Previously Approved Borrow Location.

6. All excavation shall be unclassified. No separate or additional payment will be made for any rock excavation required for these improvements. Trench excavation shall be subsidiary to other items of work.

7. The Contractor shall thoroughly review and become familiar with the Specifications and Special Conditions of the Contract Documents prior to beginning construction on this project.

8. All workmanship and materials shall be subject to the inspection and approval by City personnel.

9. The Traffic Control Requirements Shown On These Plans. In No Way Do The Requirements Shown On These Plans Relieve The Contractor Of His Responsibility For Selecting The Proper Traffic Control Devices And Implementation Procedures That Will Insure The Safety Of Motorists, Pedestrians, And Workers At All Times. All Traffic Control Shall Be In Conformance With The Current Edition Of The Manual On Uniform Traffic Control Devices (mutcd).

10. The Contractor Is Responsible For The Protection Of All Property Corners And Section Corners. Any Property Corner And/or Section Corner Disturbed Or Damaged By Construction Activities Shall Be Reset By A Registered Land Surveyor Licensed In The State Of Kansas, At The Contractor's Expense, Unless Otherwise Noted.

11. The Contractor Shall Be Responsible For The Restoration Of Right-of-way And For Damaged Improvements Such As Curbs, Sidewalks, Driveways, Street Light And Traffic Signal Boxes, Traffic Signal Loop Lead-ins, Signal Poles, Etc. Damaged Improvements Shall Be Repaired In Conformance With The Latest City Standards And To The City's Satisfaction At The Contractor's Expense.

12. The Contractor Shall Be Responsible For Maintaining And, If Damaged, Restoring Mailboxes, Driveway Markers, Yard Lights, Basement Drains, Roof Drains, Sprinkler Systems, Utility Service Line Connections And Septic Systems To A Condition Equal To That Before Damage Occurred.

13. The Contractor is responsible for providing berms, silt fences, or other approved means to prevent eroded materials from entering streets open to traffic, the storm sewer systems, or properties adjacent to the project. In the event the preventative measures are not effective, the Contractor shall remove any debris, silt, or mud and restore the effected area to its original or better condition.

14. All concrete used in this work shall meet the requirements of the OPMC. KCMMB Concrete shall be used throughout, unless otherwise noted. The Contractor shall, at the Contractor's expense, submit and receive approval of a concrete mix design by the City Engineer prior to placement of any concrete. The mix design shall include certified test results by an independent laboratory for the aggregate tests required by the Overland Park Municipal Code. All ready-mix concrete delivered to the job site shall be so certified. Any reference(s) made to JCCB shall be hereto revised to KCMMB.

15. All reinforced concrete pipe shall be Class III, unless otherwise noted on the plans. All RCP shall use rubber gasket joints that conform to the OPMC.

16. All repairs, adjustments, encasement, or modifications to the sanitary sewer lines or structures shall be performed by a contractor who is pre-qualified with the Johnson County Wastewater District (JCW). Requests for pre-qualification shall be directed to the office of the JCW. All contractors, desiring pre-qualification, will be required to complete a u and submit a financial report. The Contractor must demonstrate to the satisfaction of JCW that he has sufficient equipment and experience to complete the work involved. The contractor shall contact JCW for inspection prior to any sanitary work. All adjustments of facilities are subject to the approval of JCW and shall be done in accordance with the JCW's "Construction and Material Specification for Sanitary Sewers, KDHE No.20969", and the JCW's Standard Detail Sheet. Inspection of all repairs, modifications, or adjustments by JCW is required.

17. The Contractor Shall Install Lighting Conduit And Signal Conduit Prior To Constructing Pavement. All Non-evasive Loops Shall Be Trenched In And Backfilled With Flowable Fill Prior To Installation Of Subgrade. Boring Of Loops Will Not Be Allowed After Subgrade Has Been Installed.

18. All existing property signs shall be removed and reset by the Contractor at his own expense.

19. Any existing signs removed by the Contractor for construction purposes other than stop signs, yield signs, and street name signs shall be stockpiled in one location for pick up by the City sign crews. Stop signs, yield signs, and street name signs removed shall be temporarily erected in reflectorized drums (no less than 7' from grade) until City sign crews can be notified and re-installation is accomplished. Any temporary stop or yield sign installation to be left in place overnight will require prior approval from the Engineer. Contact John Belger at 913-676-8381 to arrange pick up of stockpiled signs.

20. All Trees To Be Grubbed Are Marked Thus "x". Spare All Trees That Are Marked (SAVE) Or Any Trees Not Marked At All. Exceptionally Good Trees Shall Be Spared By Adjusting Backslope Lines During Construction, As Directed By The Engineer. All Trees Within The Construction Limits To Be Saved Shall Have Their Trunks Physically Protected Prior To Construction Operations By Methods Approved By The Engineer.

21. The Contractor Shall Remove And Dispose Of All Unsuitable Material From Existing Roadside Ditches And Other Locations As Noted Or As Directed By The Engineer.

22. All utility valves, and meter pits shall be adjusted or rebuilt to grade as required and set in concrete if in roadway for field adjustment. This work shall be subsidiary to all other bid items unless otherwise noted.

23. Connections Of Storm Sewer Pipe To New Or Existing Inlets, Manholes, Culverts And Existing Pipes Shall Be Considered Subsidiary To Other Bid Items Unless Otherwise Stated in the Plans.

24. Saw Cuts Shall Be Full Depth. This Shall Be Subsidiary To Paving Items.

25. All Existing Structures Within The Construction Limits Shall Be Removed, Unless Otherwise Noted On The Plans. This Work Shall Be Paid For Under The Bid Item "Removal Of Existing Structures".

26. All Work Shall Be Confined Within The Easements And/or Construction Limits As Directed By The Engineer. All Construction Limits Shown Are Approximate And May Be Extended Or Reduced At The Direction Of The Engineer.

27. The Contractor Shall Notify All Property Owners A Minimum 2 Days In Advance Of All Work Pertaining To Their Entrances.

28. Police, Fire, Med-act And School Bus Companies Shall Be Notified Prior To Closing Of Any Street With Approval Of The City Engineer.

29. The Contractor Shall Sod All Disturbed Areas Within The Project Limits, Unless Noted Otherwise On The Plans.

30. The Information Shown On These Plans Concerning The Type And Location Of Underground Utilities Is Not Guaranteed To Be Accurate Or All Inclusive. The Contractor Is Responsible For Contacting All Utility Companies For Field Location Of All Underground Utility Lines Prior To Any Excavation And For Making His Own Verification As To The Type And Location Of Underground Utilities As May Be Necessary To Avoid Damage Thereto.

31. Public And Private Utility Facilities Shall Be Moved Or Adjusted As Necessary By The Owners To Fit The New Construction, Unless Otherwise Noted On The Plans.

32. Any existing and/or temporary storm sewer pipes or culverts to be abandoned in place shall be completely filled using a flowable fill mixture. The flowable fill mixture of cement, fine aggregate, forming agents and water shall be approved by the Engineer and shall possess adequate flow characteristics to completely fill all voids. The cost of flowable fill shall be considered subsidiary to other items of work.

33. Flowable Fill (low Strength) Shall Be Used To Backfill Around All Storm Sewer Structures (within 2' Of Finish Grade) And Any Trenches Under Pavement Areas.

34. The Contractor Shall At No Time Leave Equipment, Materials Or Debris At Locations That Could Obstruct Intersection Sight Distance, Obstruct Any Existing Capacity Of Storm Sewer System, Or Cause Flooding Or Erosion To Residences.

35. The Contractor Shall Pothole And Survey All Utility Crossings Prior To Construction Of Any Portion Of Storm Sewer, Underdrains, Conduit, And Any Other Subsurface Elements Of The Project. This Survey Information Shall Be Forwarded To The Project Engineer For Review. The Contractor Shall Not Begin Construction On Any Subsurface Element On The Project Without The Approval Of The Project Engineer. This Item Shall Be Subsidiary To Other Bid Items.

36. Upon removal of a section of sidewalk the Contractor shall be placing new sidewalk in the section within 48 hours of the removal.

RECAPITULATION OF QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	Force Account (Set)	Lump Sum	1
2	Unclassified Excavation	Cu. Yd.	307
3	Aggregate for Base (AB-3 O.P. Modified)	Ton	190
4	Sidewalk Construction (4")	Sq. Ft.	639
5	Sidewalk Construction (5")	Sq. Ft.	7,308
6	Remove & Replace Curb & Gutter (Type B)	Lin. Ft.	687
7	Sidewalk Ramp (6")	Sq. Ft.	1,026
8	Sidewalk Ramp With Detectable Warning Surface	Sq. Ft.	208
9	Detectable Warning Surface	Sq. Ft.	198
10	Red Paint for Curb	Sq. Yd.	33
11	Sod (Fescue)	Sq. Yd.	313
12	Remove & Relocate Existing Sign	Each	9
13	4" PVC Underdrain	Ft.	50
14	Contractor Construction Staking	Lump Sum	1
15	Topsoil	Cu. Yd.	52

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PAUL B. MOORE II
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

GENERAL NOTES AND SUMMARY OF QUANTITIES

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no.: T_GEN_170_43299
date: 8/12/2016

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LEGEND

DEMOLITION AND REMOVAL

SAWCUT

REMOVE AND RELOCATE EXISTING ADA SIGNS

SAWCUT

SAWCUT

D.N.D. EXISTING LIGHT POLES

REMOVE 6 EXISTING ADA SIGNS AND
RELOCATE TO THE EAST IN NEW ADA STALLS

REMOVE AND RELOCATE EXISTING SIGNS
(BY OTHERS)

SAWCUT

BEVERLY AVENUE

SAWCUT

REMOVE LIGHTS IN CONCRETE

REMOVE EXISTING BIKE RACKS

REMOVE TREES

SAWCUT

REMOVE AND RESET EXISTING STOP SIGN

N

0' 10' 20' 40'
SCALE IN FEET

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8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

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DEMOLITION & REMOVALS

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_DEM_170_43299
date:	8/12/2016

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4 of 19

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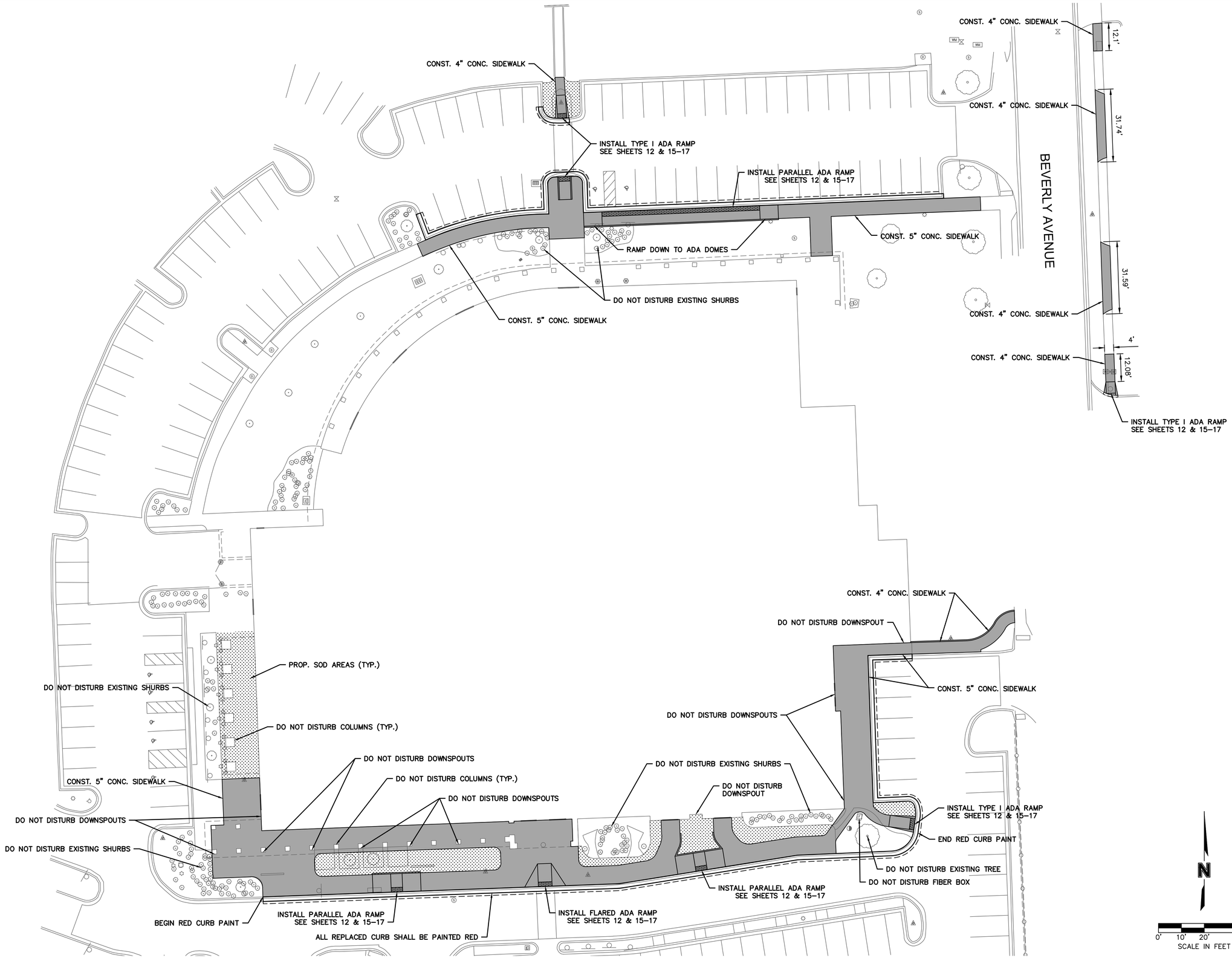

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PLAN SHEET

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_PP1_170_43299
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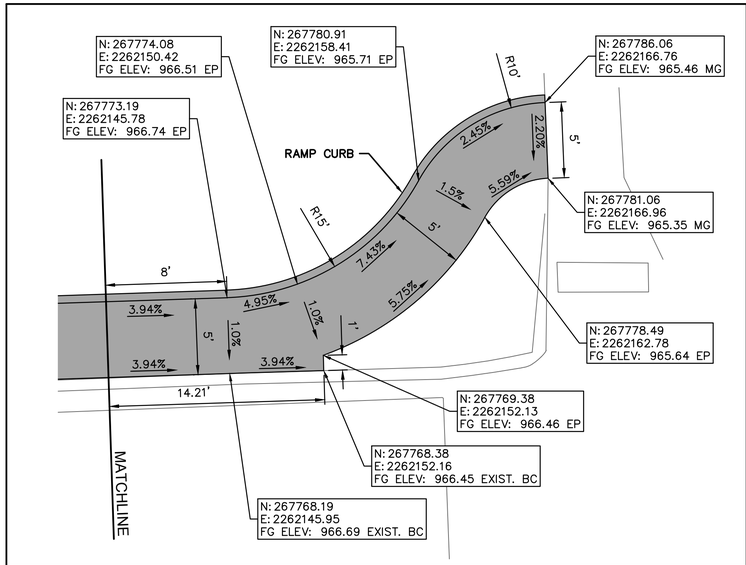

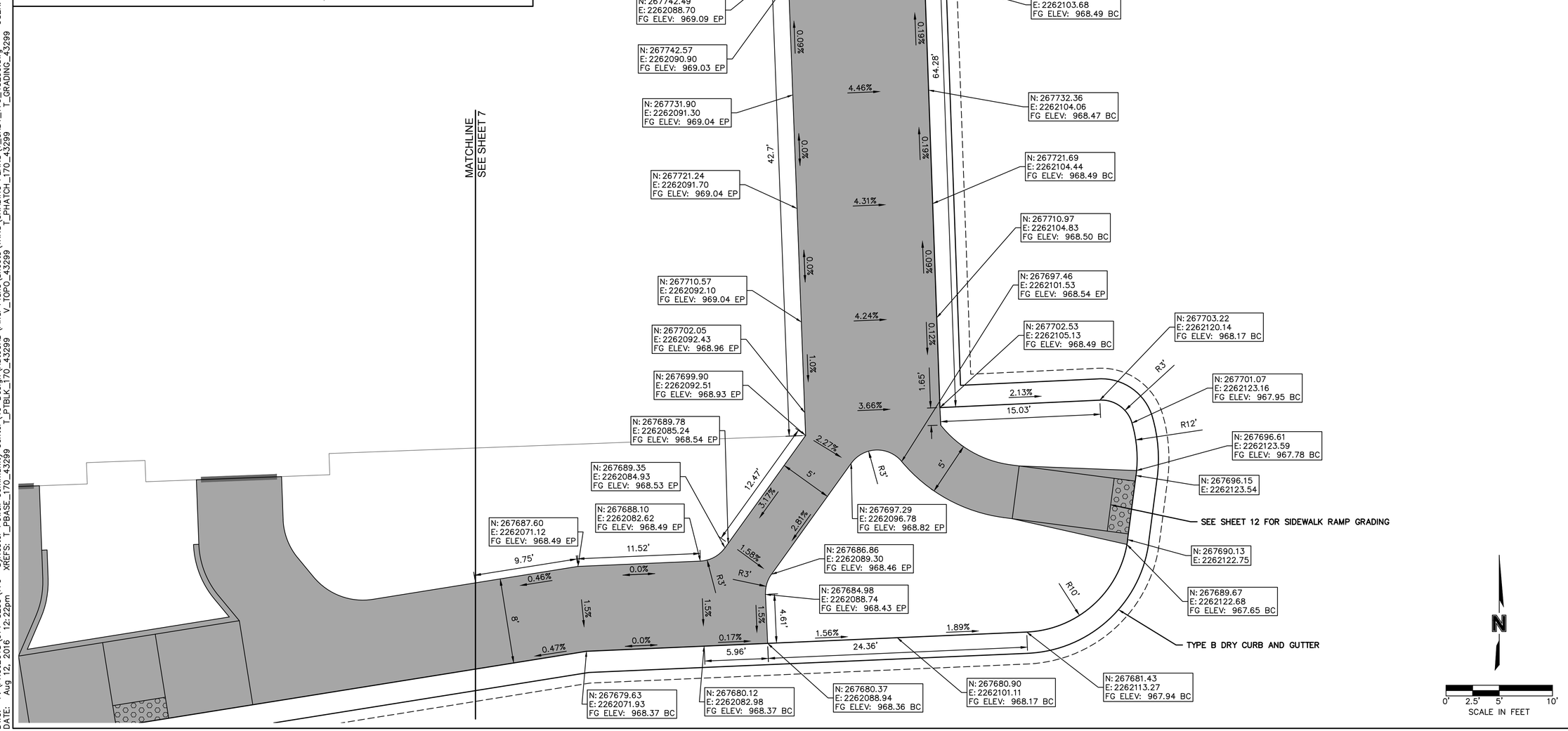

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

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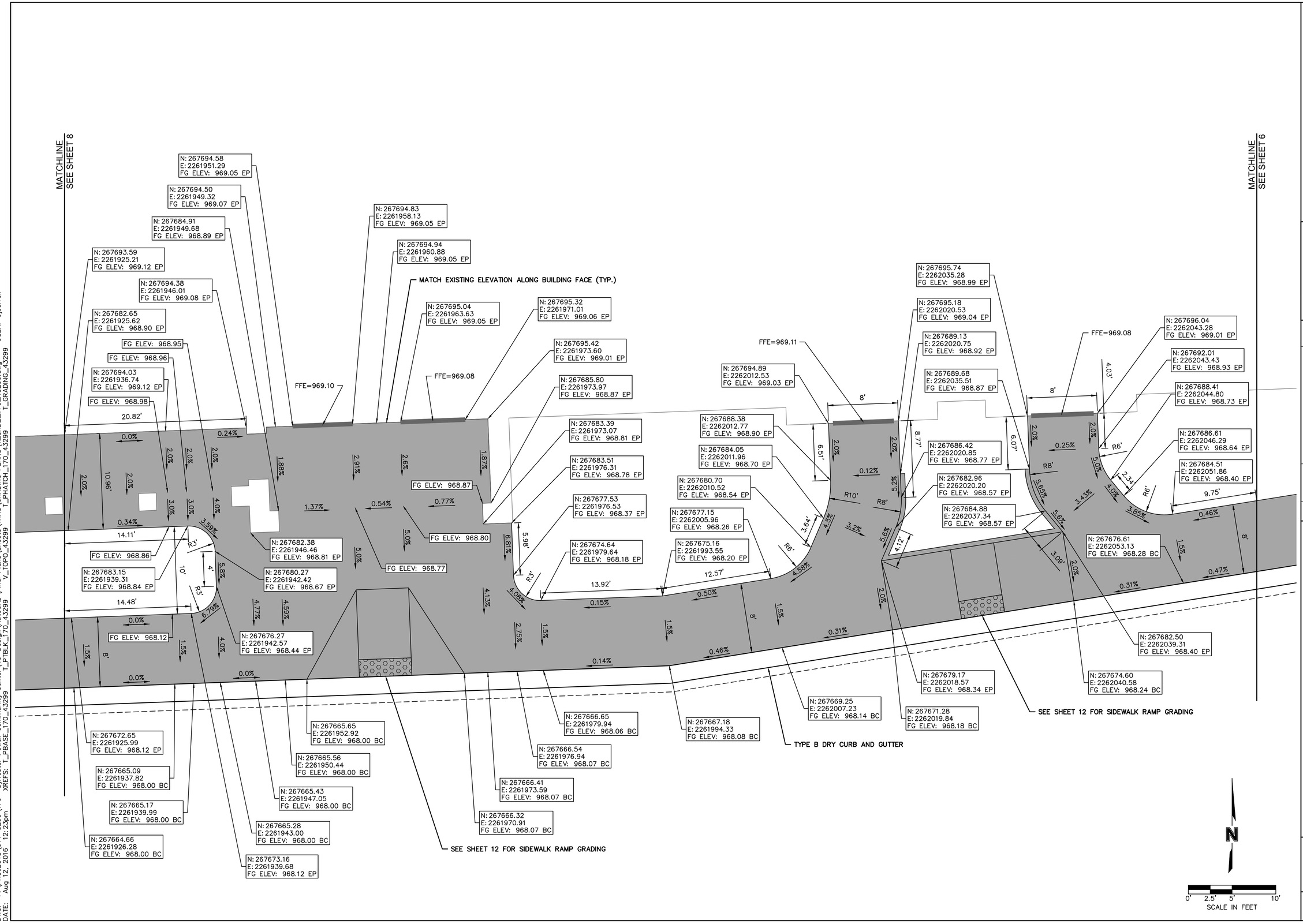

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no.: T_GRD2_170_43299
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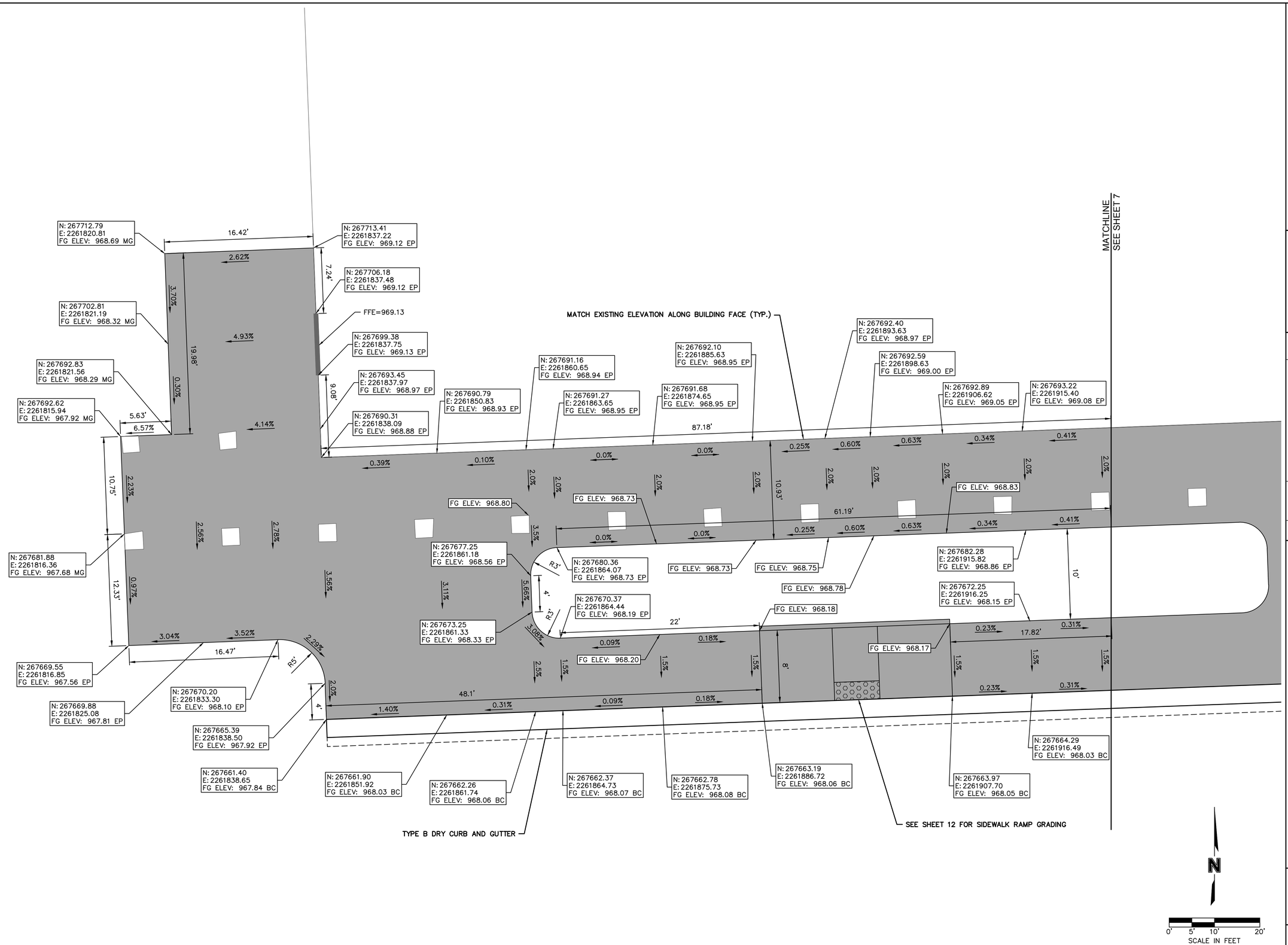

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8-12-16

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
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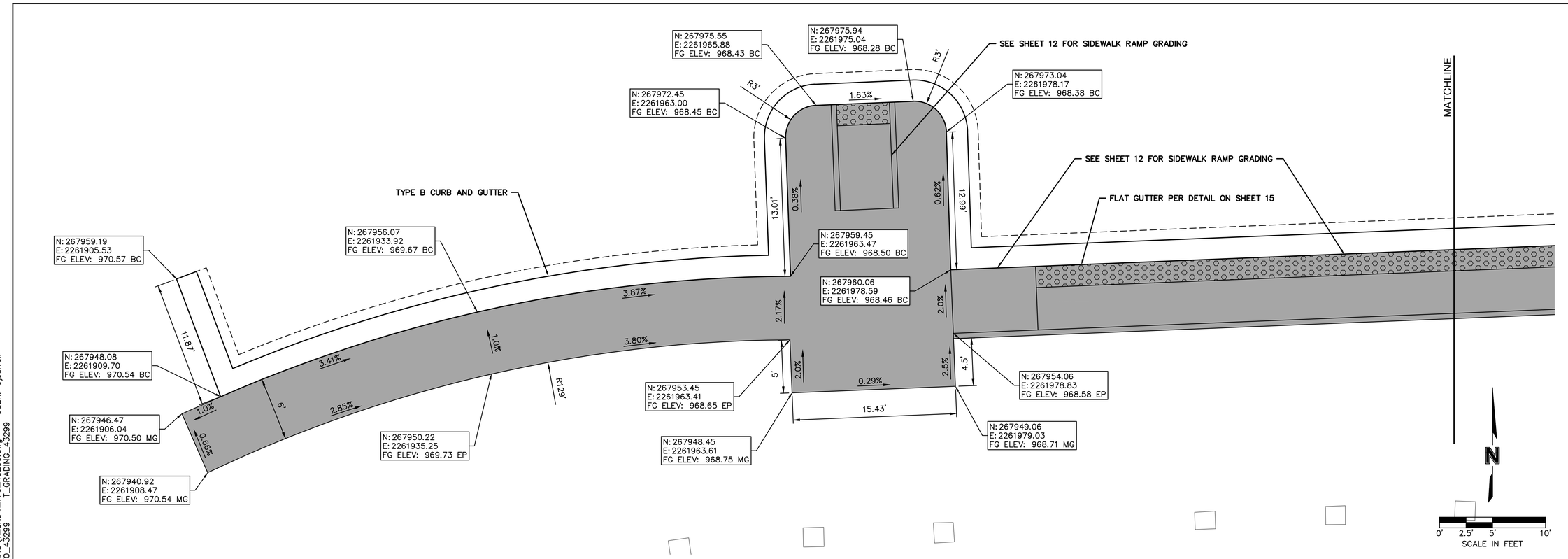

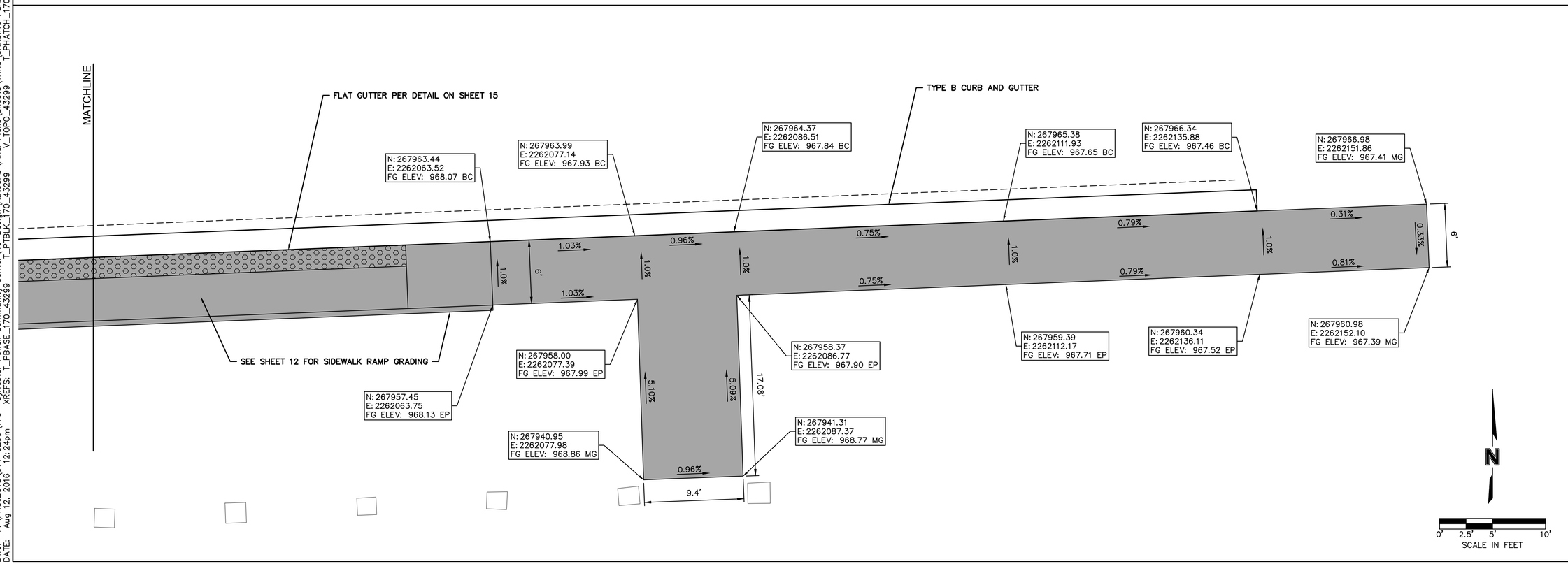

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6-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no.: T_GRD4_170_43299
date: 8/12/2016

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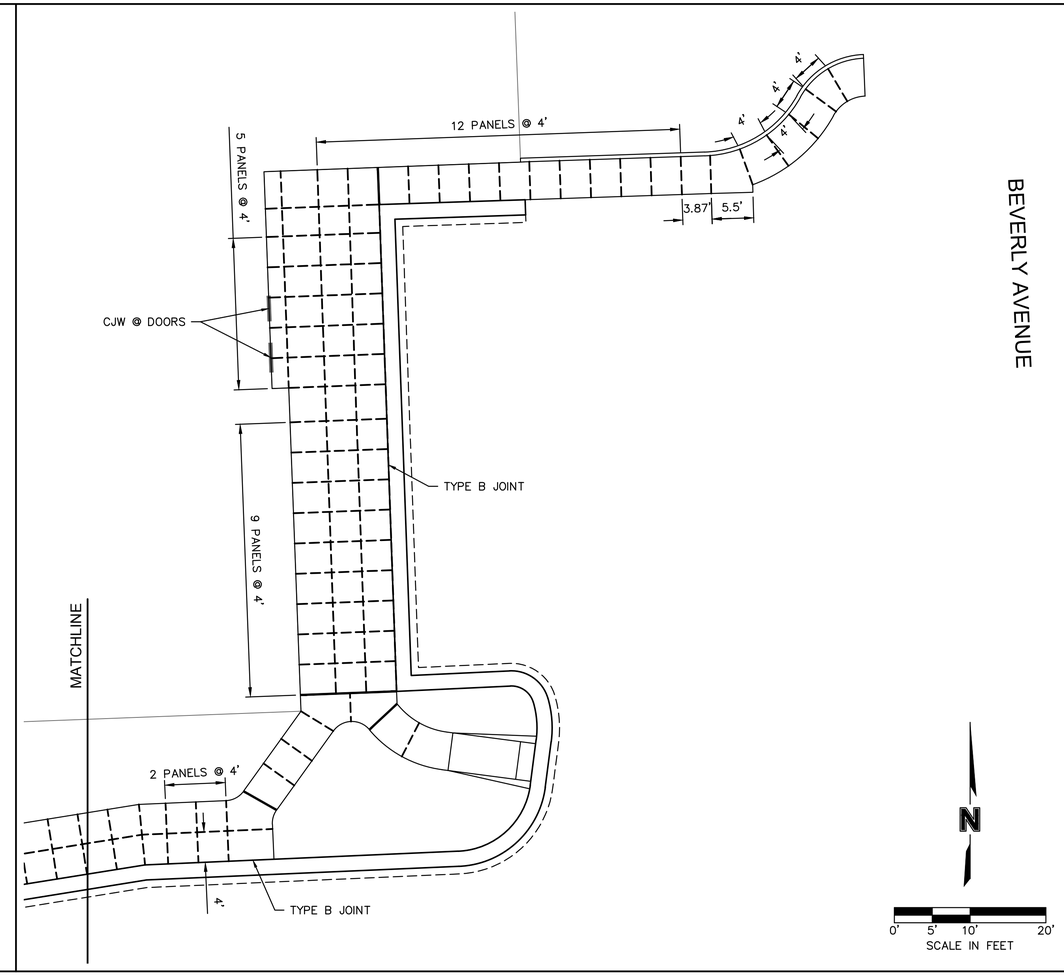
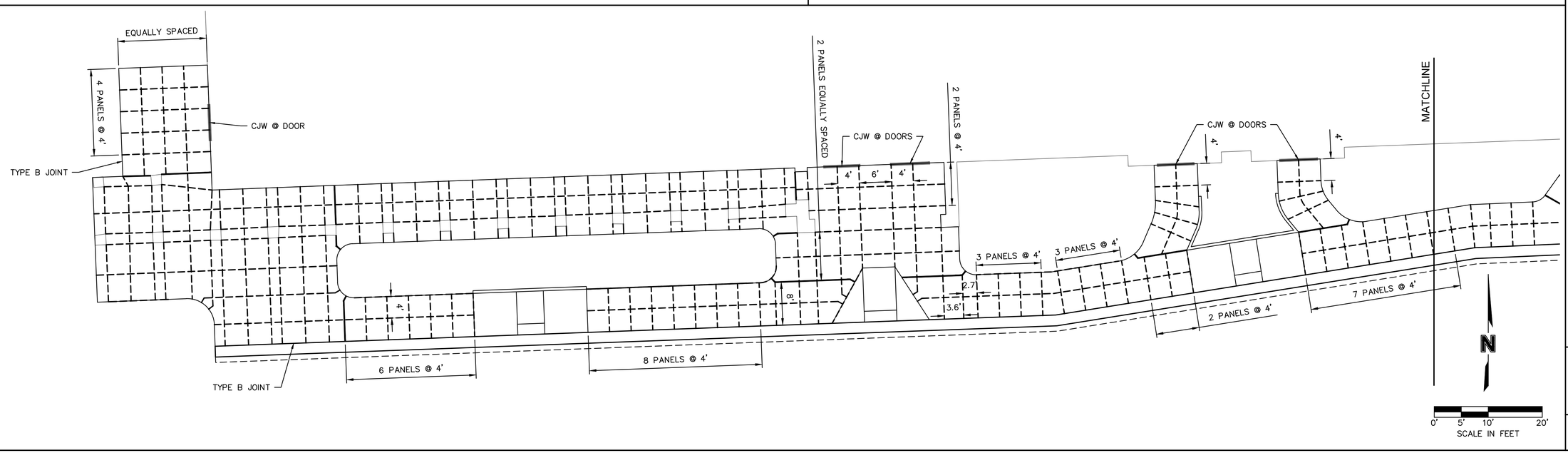
LEGEND

- - - - - - - - - - - - -	TRANSVERSE CONTRACTION JOINTS
— — — — — — — —	LONGITUDINAL JOINTS
————————	ISOLATION JOINTS
CJWO	CONSTRUCTION JOINT WITHOUT JOINT REINFORCEMENT
CJW	CONSTRUCTION JOINT WITH JOINT REINFORCEMENT





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SIDEWALK JOINTING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_JNT1_170_43299
date:	8/12/2016

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10 of 19

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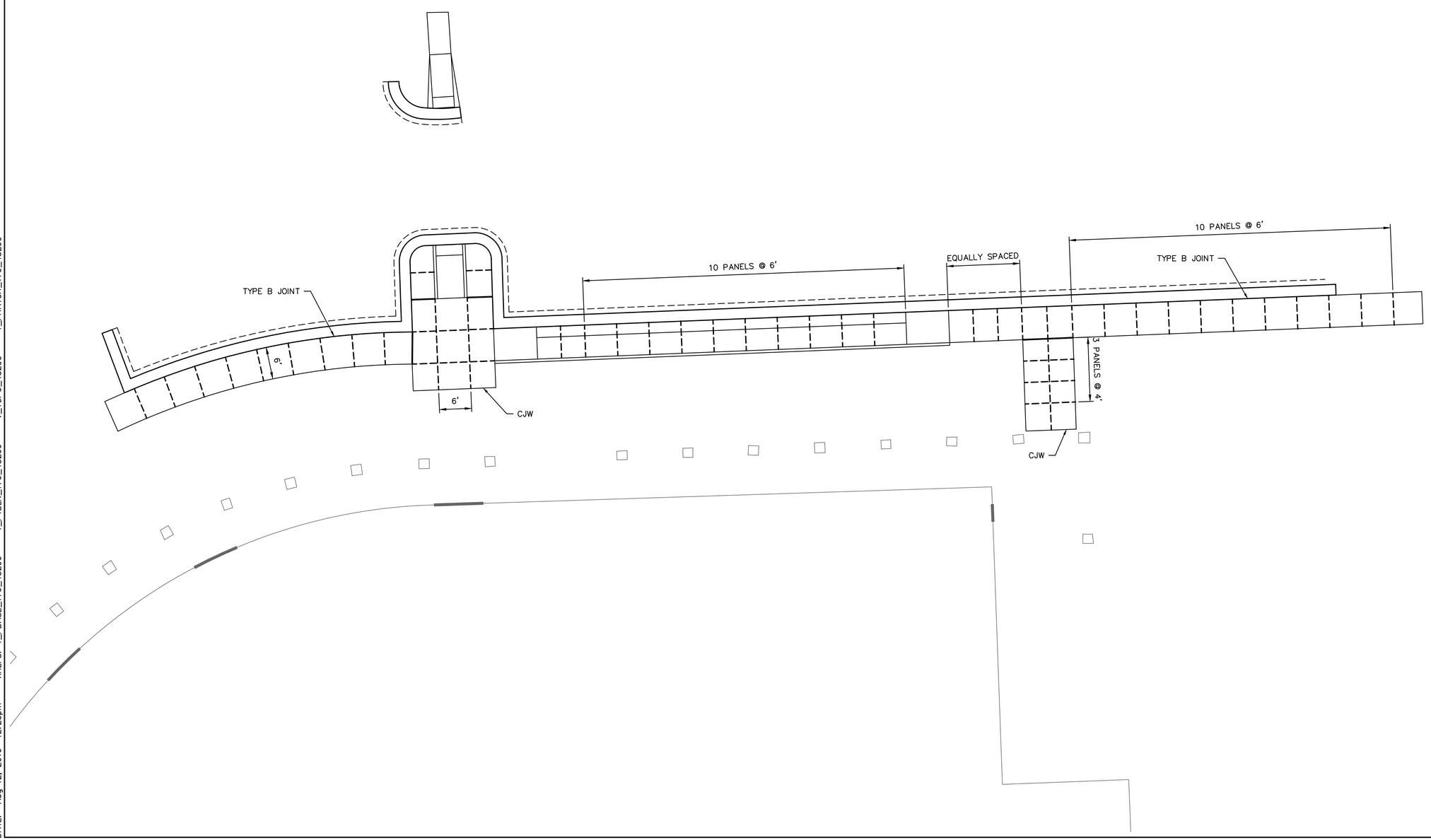
DATE: Aug 12, 2016 12:25pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299 V_TOPO_43299 T_PHATCH_170_43299

LEGEND

- - - - - - - - - - - -	TRANSVERSE CONTRACTION JOINTS
— — — — — — — —	LONGITUDINAL JOINTS
————————	ISOLATION JOINTS
CJWO	CONSTRUCTION JOINT WITHOUT JOINT REINFORCEMENT
CJW	CONSTRUCTION JOINT WITH JOINT REINFORCEMENT



BEVERLY AVENUE

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8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

SIDEWALK JOINTING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_JNT1_170_43299
date:	8/12/2016

SHEET
11 of 19

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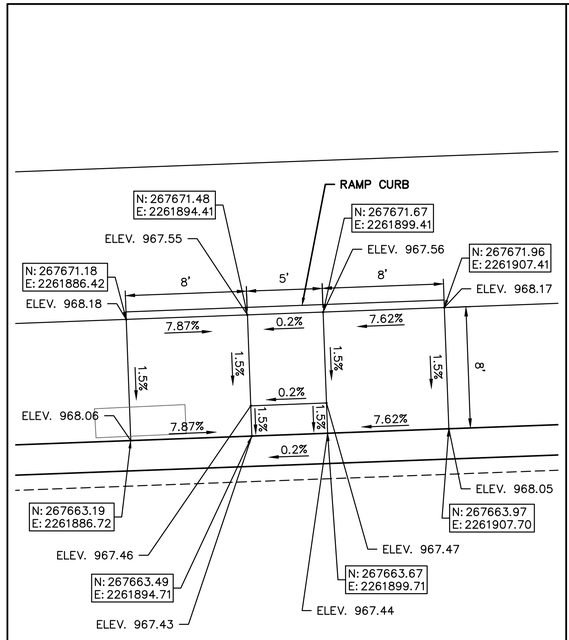
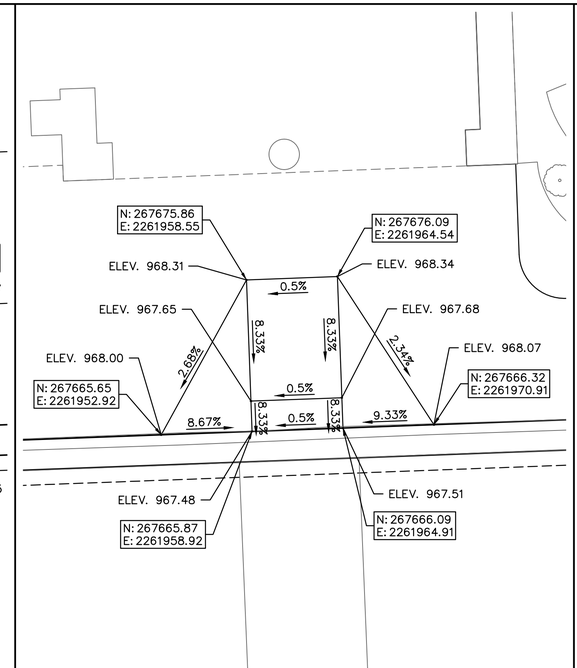
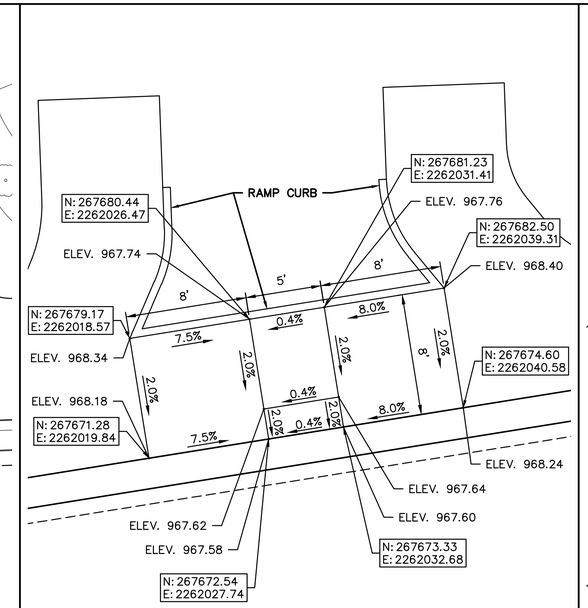
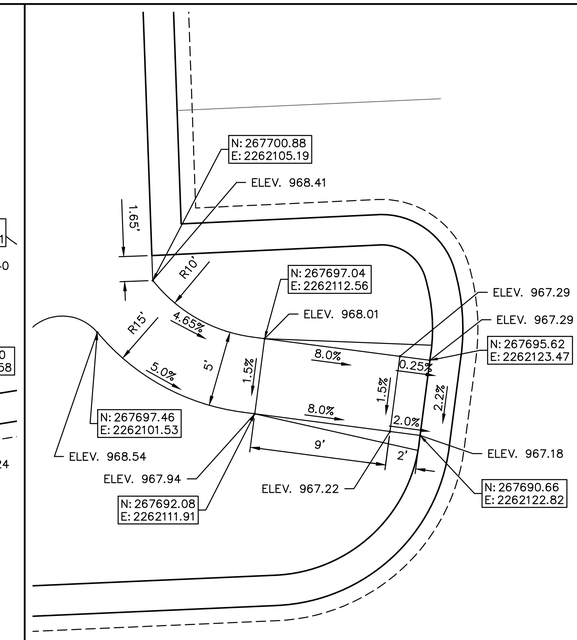
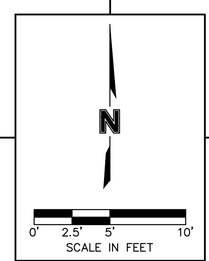


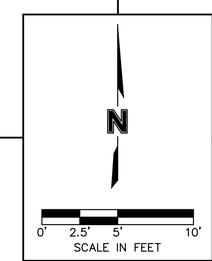


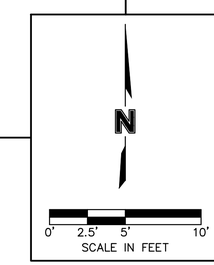
MAIN SOUTH ENTRANCE



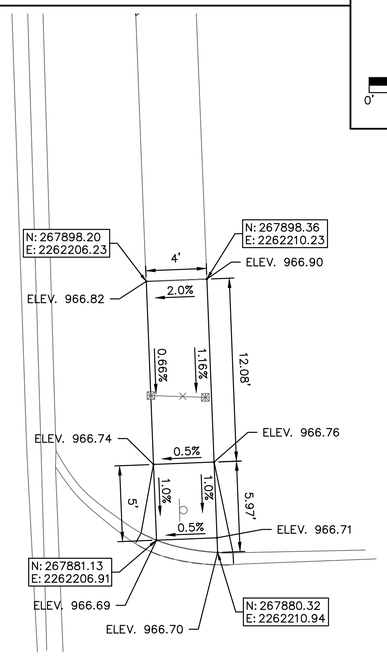




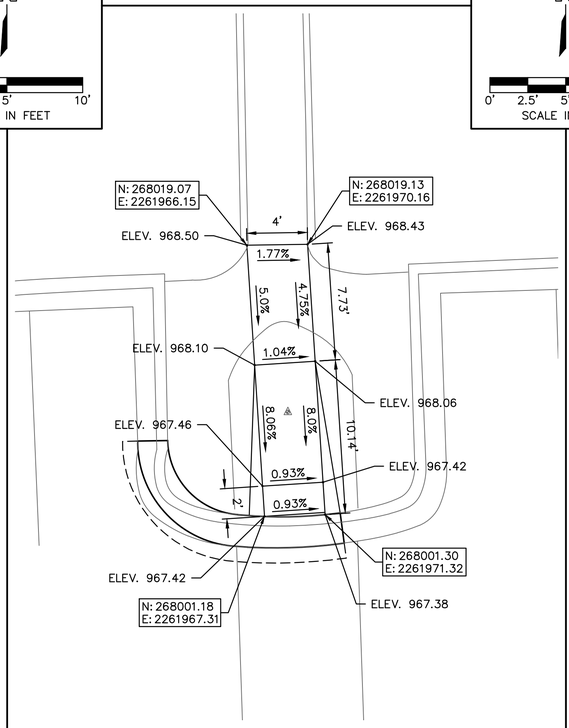




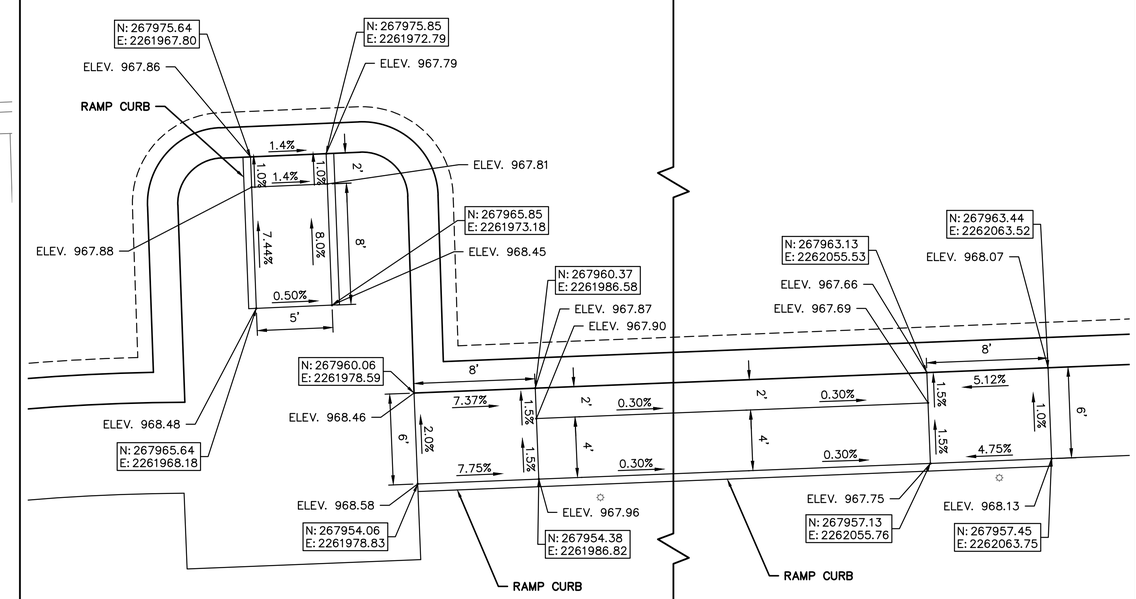
BEVERLY AVENUE



COMMERCIAL DRIVE ENTRANCE



NORTH PARKING LOT



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FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

SIDEWALK RAMP LAYOUTS

SYLVESTER POWELL COMMUNITY CENTER

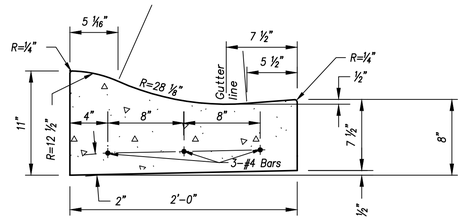
MISSION, KANSAS

2016

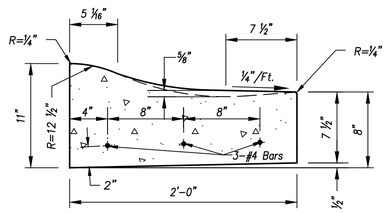
drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_SWK1_170_43299
date:	8/12/2016

SHEET
12 of 19

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\SIDEWALK RAMPS\T_SWK1_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:25pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299 V_TOPO_43299 T_PHATCH_170_43299



Standard Type "A" Curb



Type "A – Dry" Curb

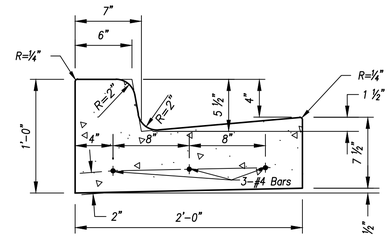
NOTE: in transitions, water shall flow from the gutter of Type "A" curb to the lip of Type "A–Dry" curb at 0.5% min. slope.

Curb & Gutter Notes:

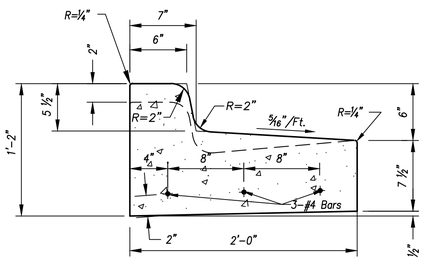
1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



Standard Type "B" Curb



Type "B – Dry" Curb

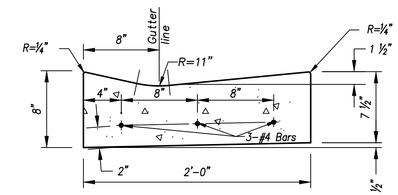
NOTE: in transitions, water shall flow from the gutter of Type "B" curb to the lip of Type "B–Dry" curb at 0.5% min. slope.

Curb & Gutter Notes:

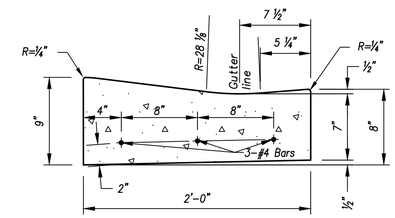
1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



Standard Type "C" Curb*



Type "C–1" Curb *

(Use w/ type "A" curb)

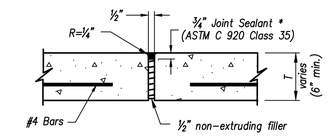
* Use for commercial entrances

Curb & Gutter Notes:

1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

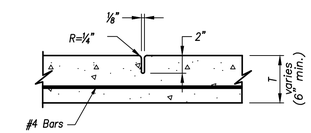
CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



* – Joint Sealant shall be installed within 48 Hours of curb placement

Expansion Joint



Contraction Joint

JOINT DETAILS

Not to Scale

Year 2015 Edition

REVISIONS:	
07/01/03	Concrete Mix Designation;
Jan. 2006	Notes
Feb. 2008	OPMC Reference
RELATED ORDINANCES:	
OPMC Title 13	

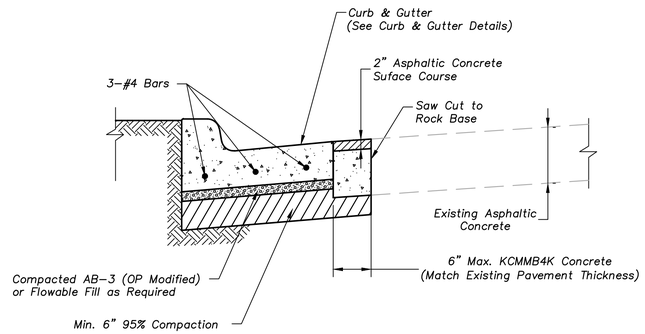
OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

CONCRETE CURB & GUTTER
WITH ASPHALT PAVEMENT

DATE: 09/28/99 SHEET: 13

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\curb_asphalt.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



Curb Replacement Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.

2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints, except @ curb returns and curb inlets, shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.

3. Concrete used in this work shall be KCMMB4K and shall meet the requirements of the OPMC.

CURB REPLACEMENT DETAIL

Not to Scale
(2015 Edition)

Year 2015 Edition

REVISIONS:	
05/20/03	Notes;
07/01/03	Concrete Mix Designation;
Jan. 2006	Miscellaneous;
Feb. 2008	OPMC Reference
RELATED ORDINANCES:	
OPMC Title 13	

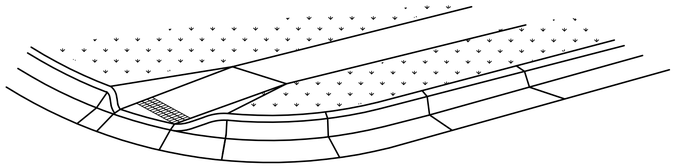
OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

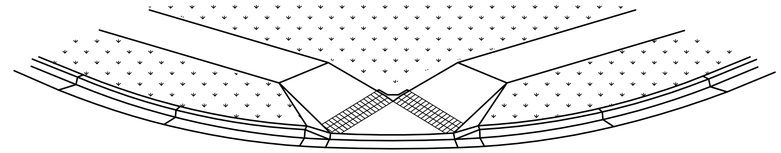
CURB REPLACEMENT DETAIL

DATE: 09/28/99 SHEET: 14

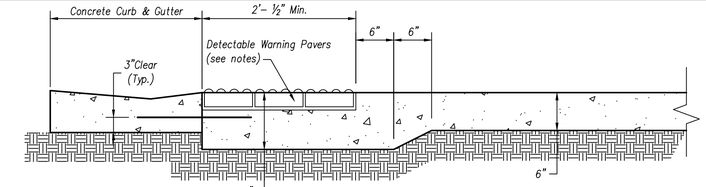
DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\curb-rep.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



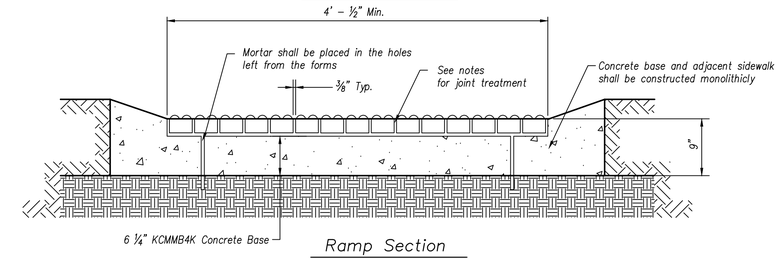
3–D View Type A
Sidewalk Ramp



3–D View Type B
Sidewalk Ramp

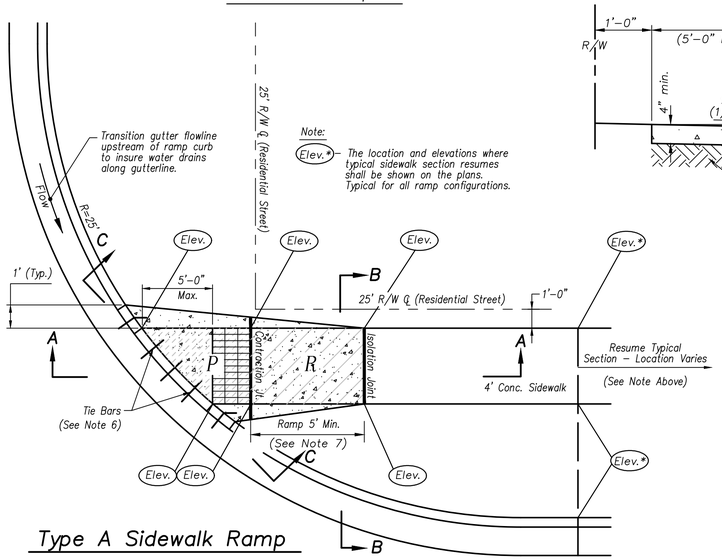


Ramp Profile



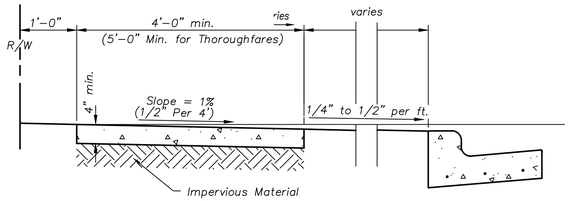
Ramp Section

Brick Installation Detail

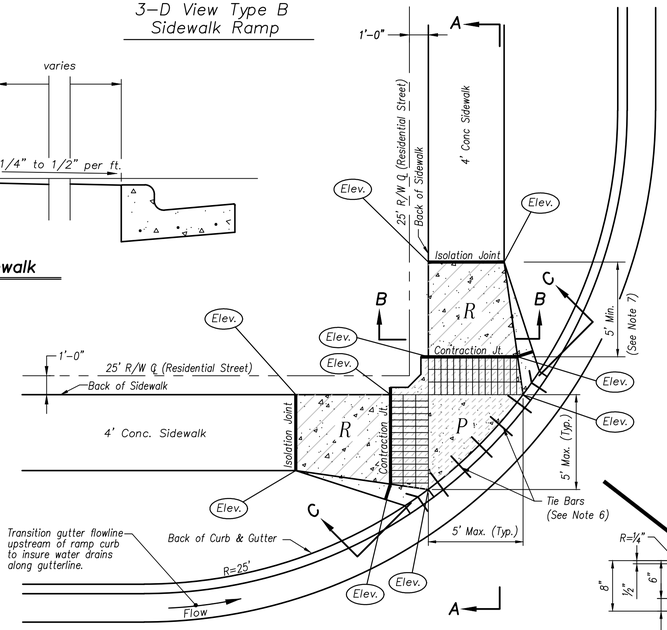


Note:
Elev.* – The location and elevations where typical sidewalk section resumes shall be shown on the plans. Typical for all ramp configurations.

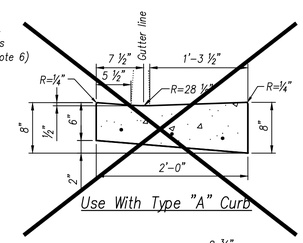
Type A Sidewalk Ramp



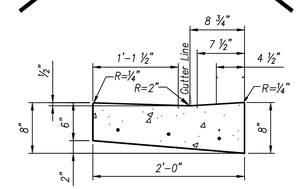
Standard Sidewalk



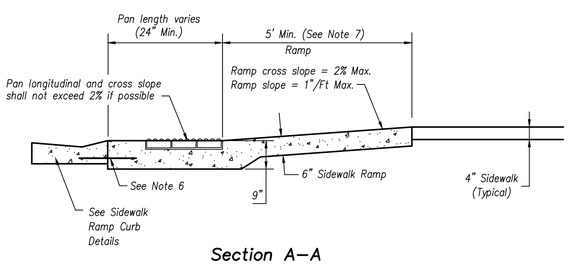
Type B Sidewalk Ramp



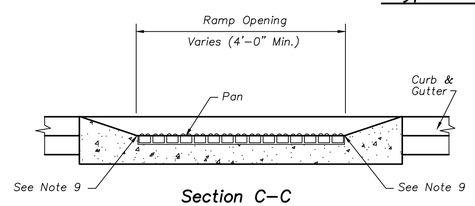
Use With Type "A" Curb



Use With Type "B" Curb



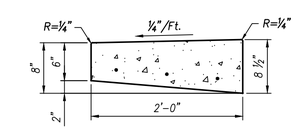
Section A–A
Type A & B Sidewalk Ramp
(Type B Shown)



Section C–C
Type A & B Sidewalk Ramp
(Type B Shown)

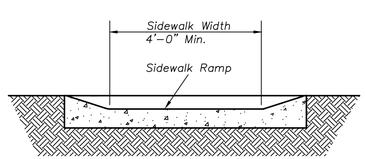
Legend:

- R – Ramp
- P – Pan
- Detectable Warning Surface (Soldier Course Pattern)

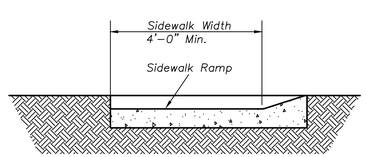


Use with Type "A – Dry"
or Type "B – Dry" Curb

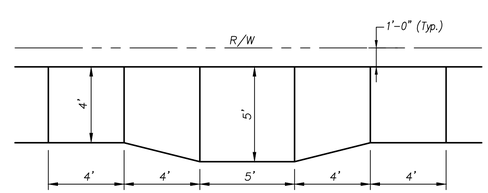
Street Curb Detail at Ramp
Note: See Standard Curb Detail for additional requirements



Section B–B
Type A Sidewalk Ramp

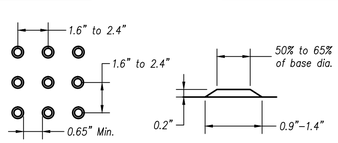


Section B–B
Type B Sidewalk Ramp

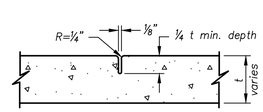


Wheelchair Passing Space

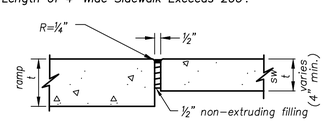
Wheelchair Passing Space to be Constructed where Length of 4' Wide Sidewalk Exceeds 200'.



Truncated Dome Dimensions

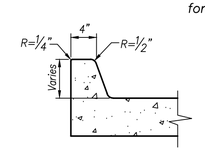


Contraction Joint



Isolation Joint

Joint Details



Ramp Curb Detail

Sidewalk & Sidewalk Ramp Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted. KCMMB4K Concrete shall be used throughout.
2. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb & gutter.
3. ADA compliance will be measured at points labeled (Elev.). Slope between these points shall be calculated and shown on the plans. Chord distance from PC & PT to fully depressed curb section of curb return shall be shown on the plans.
4. Longitudinal joint spacing and Landing length to match width of sidewalk (4' Min.).
5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
6. Install 18" tie bars #4 epoxy coated @ 18" o.c. and through wings as shown.
7. Sidewalk Ramp shall be lengthened to provide ADA compliant slope but need not exceed 15' regardless of resulting slope.
8. ADA maximum ramp slope = 1"/Ft. ADA maximum cross slope = 2%.
9. Curb depression at ramp opening shall be staked prior to curb construction.
10. See Curb Replacement Details for additional requirements.
11. No casting or utility boxes shall be allowed in ramps, landings or pans.
12. Do not scale these drawings for dimensions.

Paver Brick Notes:

13. Paving Brick shall be 2 ¼" x 3 ⅝" x 7 ⅝" and shall meet the requirements of ASTM C902 for Class SX Type 1 Brick and ASTM C1272. See Approved Materials List for pre–approved products.
14. The bricks shall be placed in a Soldier Course pattern on Type A ramps or in Herringbone or Soldier Course pattern on Type B ramps as shown.
15. The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick. Any partial truncated dome shall be removed.
16. Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
17. Detectable warning surface to extend a minimum of 2 ft. in direction of travel. Domes shall be aligned w/direction of travel.

Year 2015 Edition

REVISIONS:	
Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance
Dec. 2006	ADA Compliance
RELATED ORDINANCES:	
OPMC Title 13	

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

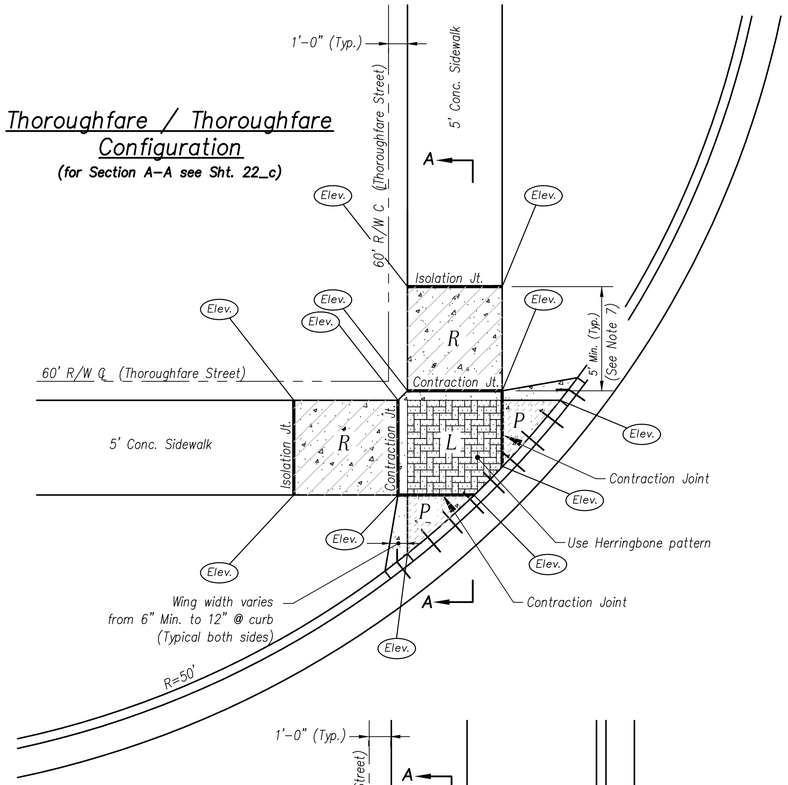
SIDEWALK & SIDEWALK RAMP DETAILS

DATE: 01/20/04 SHEET: 15

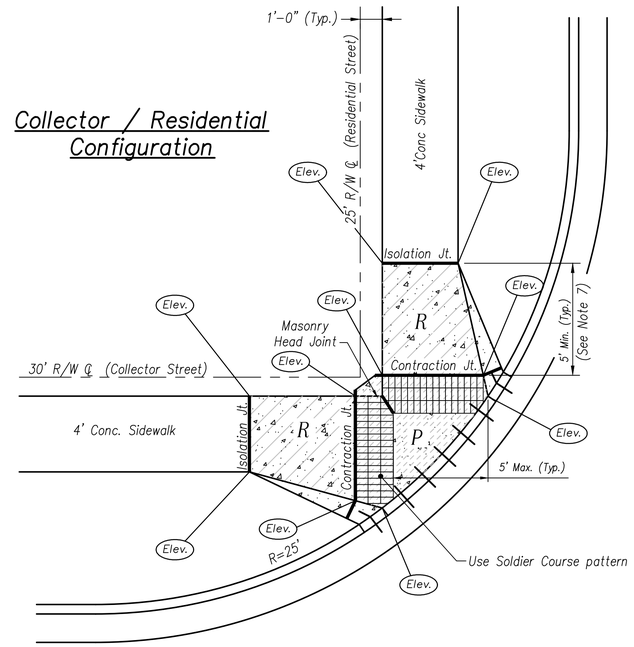
DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Thoroughfare / Thoroughfare Configuration

(for Section A–A see Sht. 22_c)

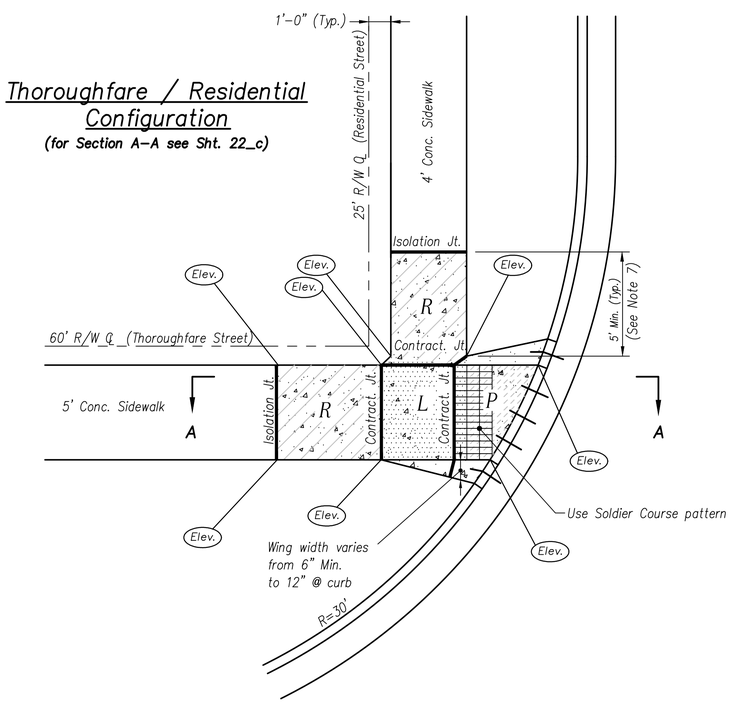


Collector / Residential Configuration



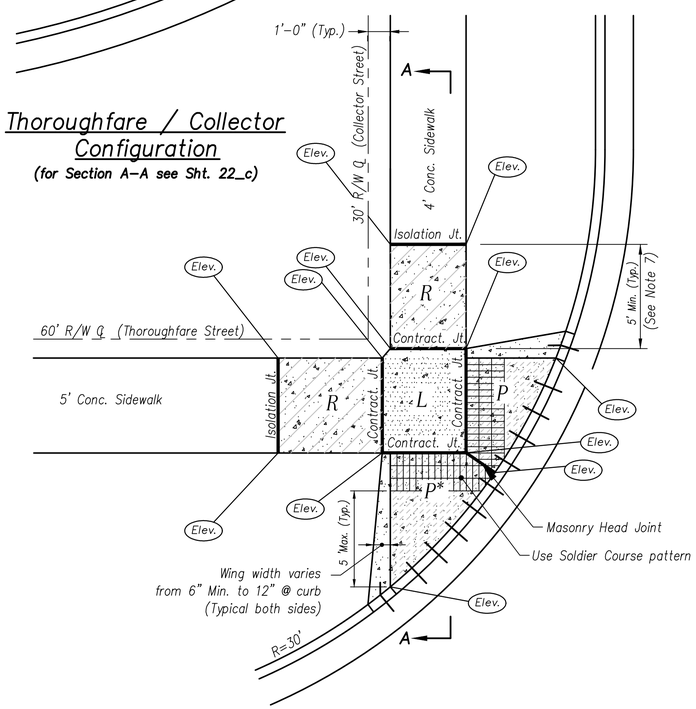
Thoroughfare / Residential Configuration

(for Section A–A see Sht. 22_c)

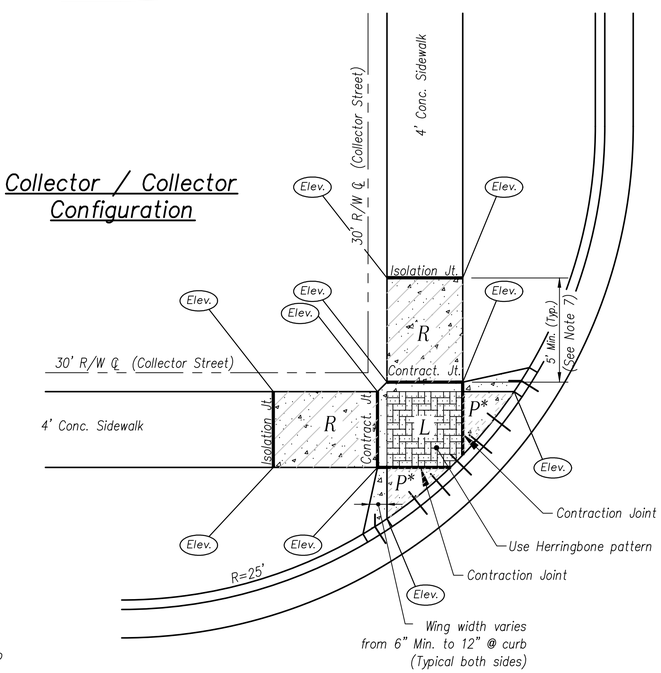


Thoroughfare / Collector Configuration

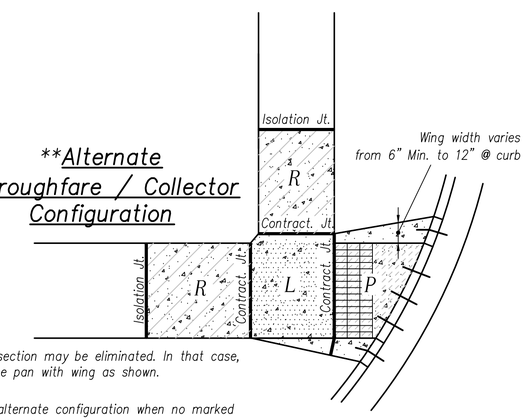
(for Section A–A see Sht. 22_c)



Collector / Collector Configuration



**Alternate Thoroughfare / Collector Configuration



P* – Pan section may be eliminated. In that case, replace pan with wing as shown.

** – Use alternate configuration when no marked sidewalk exists across thoroughfare.

Legend:

- R — Ramp
- L — Landing
- P — Pan
- Detectable Warning Surface (Soldier Course Pattern)
- Detectable Warning Surface (Herringbone Pattern)

Type B Sidewalk Ramp Typical Configurations

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Year 2015 Edition

REVISIONS:

Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance

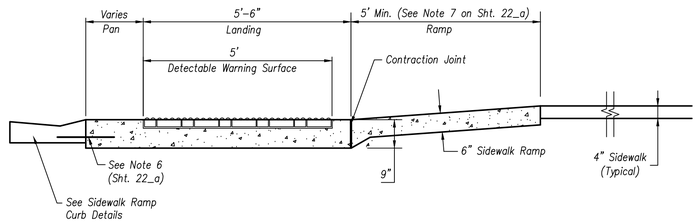
RELATED ORDINANCES:
OPMC Title 13

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

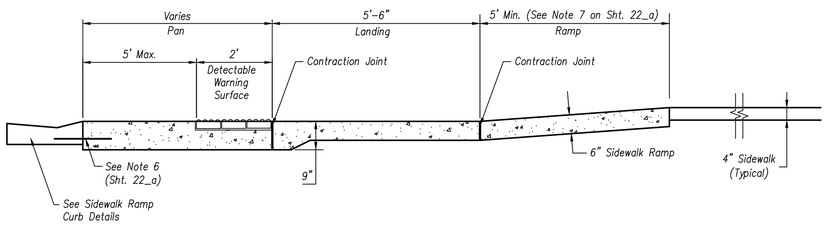
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

SIDEWALK & SIDEWALK RAMP DETAILS

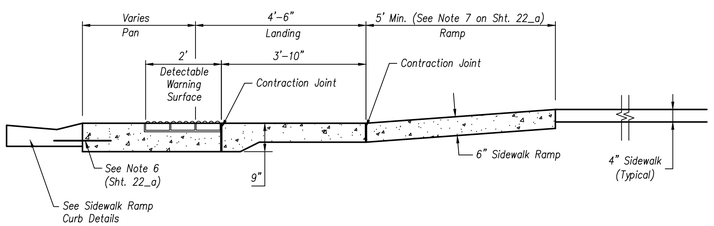
DATE: 01/20/04 SHEET: 16



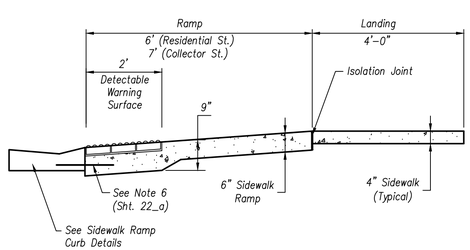
Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Thoroughfare Configuration)



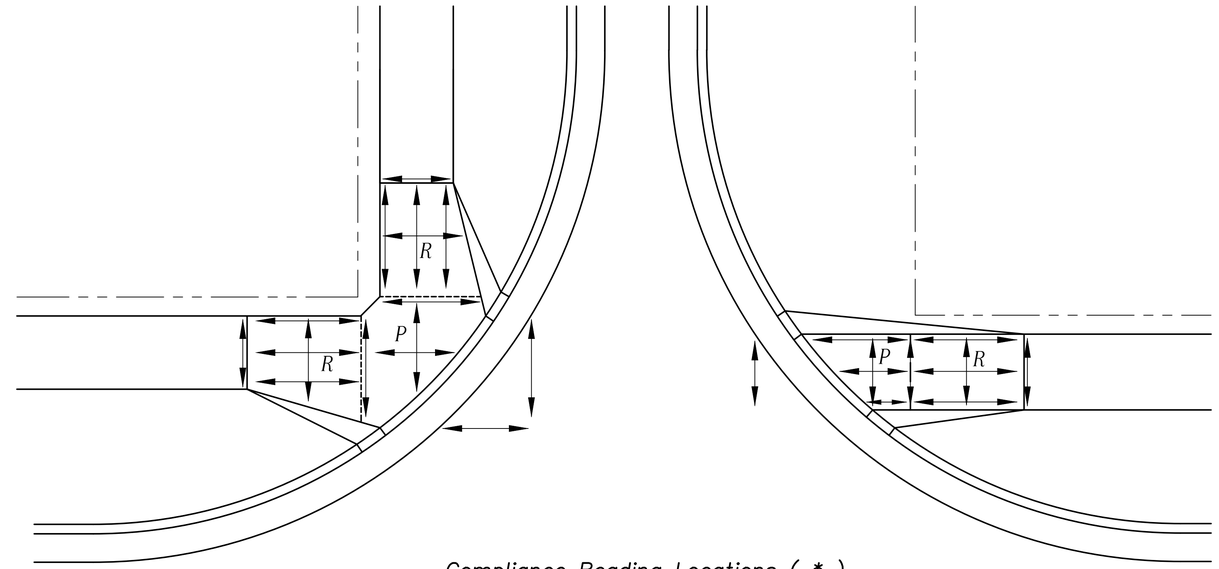
Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Collector Configuration)



Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Residential Configuration)

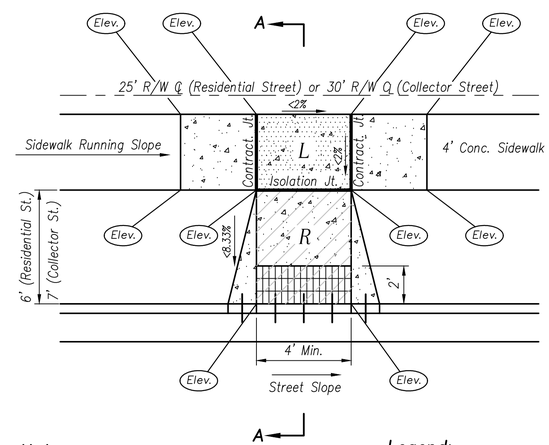


Section A–A
Type B Sidewalk Ramp
(Mid–Block Ramp Detail)



Compliance Reading Locations (*)

* – Measurements shall be taken in accordance with current PROWAG requirements.



Notes:

1. Ramp cross slope will transition from street slope to 2% or less at landing.
2. Landing elevation will be set to limit maximum ramp slope 1"/ft.
3. If sidewalk running slope is 6% or less, use 1 square on either side of landing to transition from running slope to landing slope.

Legend:

- R — Ramp
- L — Landing
- P — Pan
- Detectable Warning Surface (Soldier Course Pattern)

Mid–block Ramp Detail

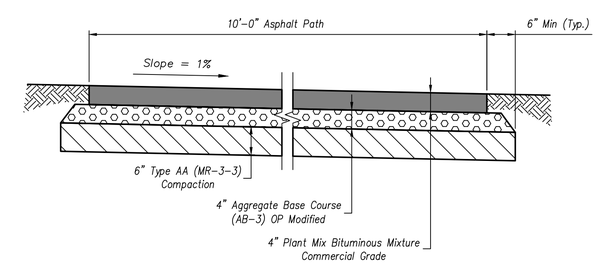
Sidewalk Ramp Elements General Requirements.

RAMP (Required to transition elevation): Max Longitudinal Slope – 8.33%
Max Cross Slope – 2%
Min Width – 4'
Min Length – 5'

LANDING (Required to change direction of travel): Max Longitudinal Slope – 2%
Max Cross Slope – 2%
Min Width – 4'

PAN: Max Longitudinal Slope – 2% (where possible)
Max Cross Slope – 2% (where possible)

DETECTABLE WARNING SURFACE: Width equals Ramp Opening Width @ Curb
Min Length – 2'
Domes should be aligned with direction of travel.



Standard Asphalt Bike/Hike Path

Year 2015 Edition

REVISIONS:	
Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance

RELATED ORDINANCES:
OPMC Title 13

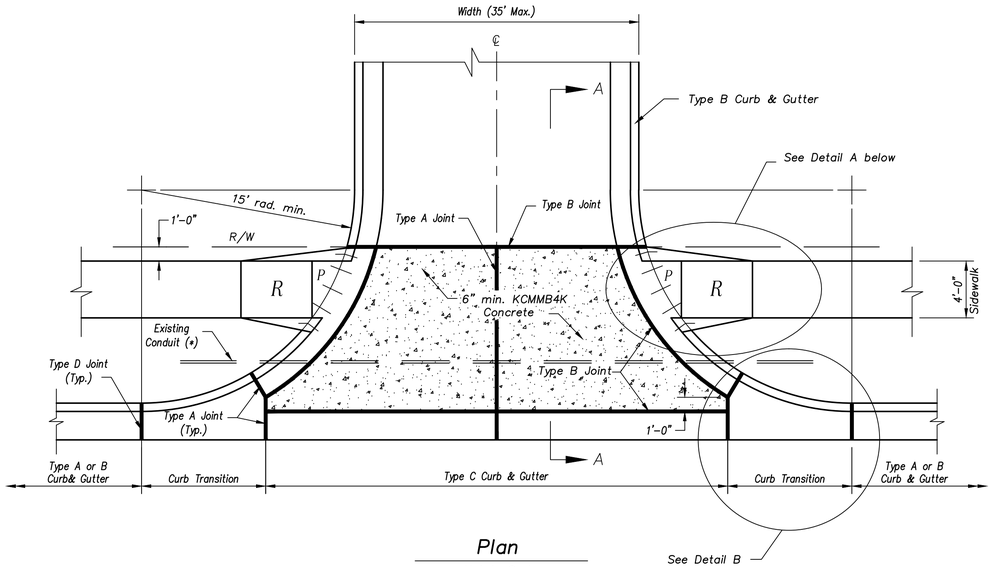
OVERLAND PARK
KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

SIDEWALK & SIDEWALK RAMP DETAILS

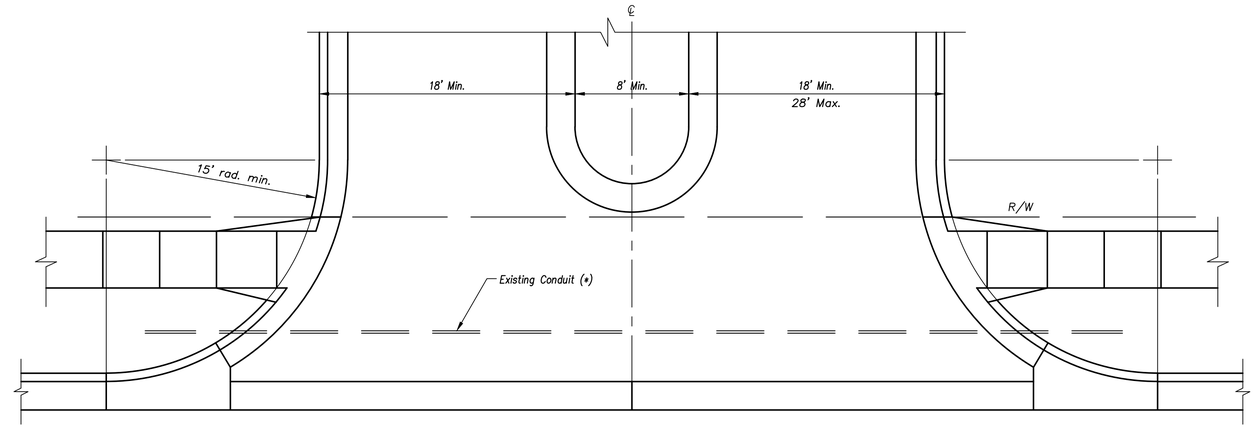
DATE: 01/20/04 SHEET: 17

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



Plan

Not to Scale

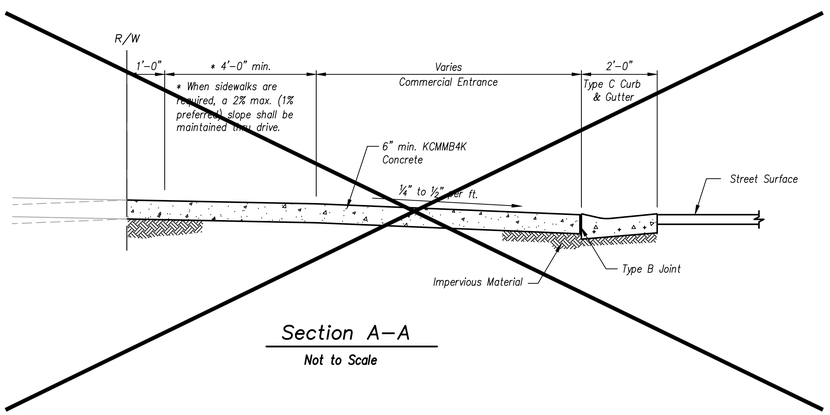


(*) When installing a commercial drive across existing direct buried streetlight cable, the contractor shall install 2" HDPE Conduit (gray) from streetlight appurtenance to streetlight appurtenance and new 3-1c #4 electrical cable. Contractor shall connect new cable to existing cable with new fused and unfused electrical connectors if in the base of a streetlight pole.

Plan

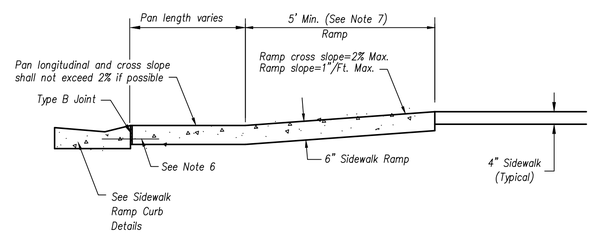
Not to Scale

COMMERCIAL ENTRANCE WITH MEDIAN



Section A–A

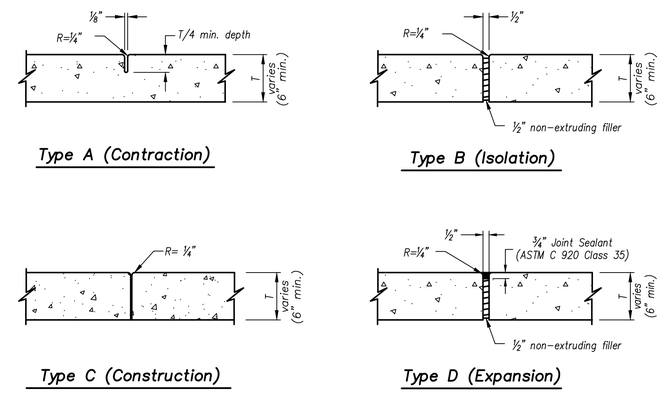
Not to Scale



Section B–B (*)

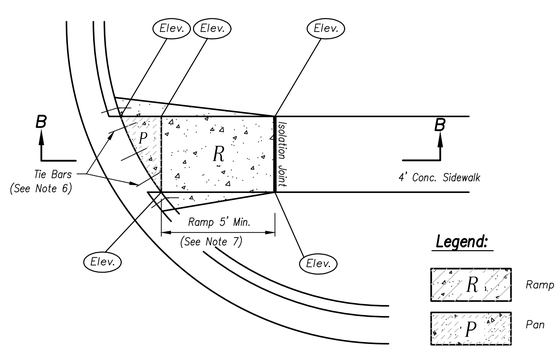
(* – See Note 4 for application of Detectable Warning Surface)

Not to Scale



JOINT DETAILS

Not to Scale



Detail A

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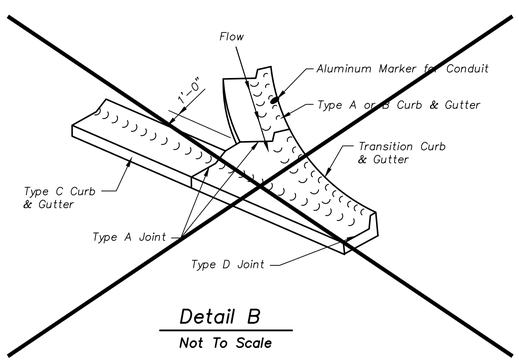


Detail B

Not To Scale

COMMERCIAL ENTRANCE DETAIL

(2015 Edition)

Commercial Drive Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. KCMMB4K Concrete shall be used throughout.
3. Concrete pavement shall be jointed with Type A joints. No jointed slab shall exceed 12' x 12'.
4. Detectable warning surfaces are not allowed at non-signalized entrances. For signalized entrances use Type A ramp as shown on "Sidewalk and Sidewalk Ramp Details".
5. ADA compliance will be measured at points labeled (Elev.).
6. Install 18" tie bars #4 epoxy coated @ 18" o.c. and through wings as shown.
7. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15'.
8. ADA maximum ramp slope = 1"/Ft. ADA maximum cross slope = 2%
9. Top of curb elevations shall be shown at quarter points and curb returns.
10. Any additional steel reinforcement shall be approved by the City Engineer.
11. See Curb Replacement Detail for additional requirements.

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\drive-c.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Year 2015 Edition

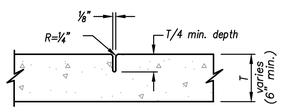
REVISIONS:	
07/01/03	Concrete Mix Designation;
Jan. 2005	ADA Compliance;
Feb. 2008	Miscellaneous;
Jan. 2009	Joint Locations; Miscellaneous;
RELATED ORDINANCES:	
OPMC Title 13	

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

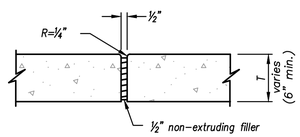
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

COMMERCIAL ENTRANCE DETAIL

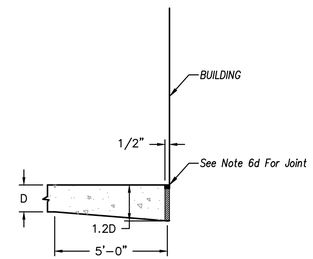
DATE: 08/10/98 | SHEET: 18



Type A (Contraction)

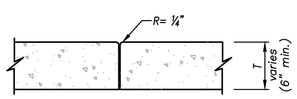


Type B (Isolation)

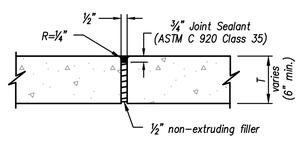


Type B (Isolation)

Against a Building



Type C (Construction)



Type D (Expansion)

JOINT DETAILS

Not to Scale

HARDSCAPE NOTES

1. ALL SITE FURNISHINGS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS, IN THE LOCATIONS SPECIFIED WITHIN THESE PLANS.
2. CONTRACTION JOINTS SHALL BE 1/4 OF SLAB THICKNESS. ALL CONTRACTION JOINTS SHALL BE SAWED.
3. ALL SIDEWALK CONCRETE SHALL HAVE A LIGHT BROOM FINISH. THE CONTRACTOR SHALL PROVIDE A MOCK UP ON SITE FOR APPROVAL BY THE ENGINEER AND LANDSCAPE ARCHITECT BEFORE CONCRETE WORK BEGINS.
4. A DOWELED EXPANSION JOINT SHALL BE PROVIDED IN ALL LOCATIONS WHERE THE CONCRETE HARDSCAPE IS CONNECTING TO THE CONCRETE ENTRY IN FRONT OF EACH EXISTING DOOR. DOWEL TO BE #4 BAR 2' LONG (12" INTO CONCRETE PAVING), 18" O.C. ACROSS A DISTANCE TWO FEET EITHER SIDE OF THE DOORWAY MIN.
5. 6X6X6 WELDED WIRE MESH IS TO BE USED IN ALL 5" CONCRETE PAVEMENT. THE WELDED WIRE MESH SHALL BE SUPPORTED BY BAR CHAIRS TO SUSPEND THE MESH THAT ALLOWS WORKERS TO STAND ON THE MESH WHILE PLACING THE CONCRETE WITHOUT DEFORMING THE MESH.
6. CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS SHOWN ON PLANS WITH A MINIMUM SPACING AS FOLLOWS:
   a. LONGITUDINAL CONSTRUCTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 12 FEET, TOOLED TO 1/4 THE SLAB THICKNESS AND OF THE KEYED (TOUNGE AND GROOVE) TYPE.
   b. TRANSVERSE CONSTRUCTION JOINTS AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE AND OF THE KEYED TYPE.
   c. TRANSVERSE CONSTRUCTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 6 FEET FOR 5" PAVEMENT SHOULD BE TOOLED TO 1/4 OF THE SLAB THICKNESS.
   d. ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES, BOLLARDS, LIGHT POLES, STAIRS AND OTHER FIXED STRUCTURES, CONSTRUCTED WITH A 3/4" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
   e. ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL ABUTTING EDGES TO BE THICKENED AS DESCRIBED IN "D".
7. CONTRACTOR TO RESET FLUSH ALL MANHOLE COVERS, VALVE BOX LIDS, AND ANY OTHER LIKE ITEMS THAT ARE TO REMAIN IN THE PAVED AREAS.

OLSSON ASSOCIATES®
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER
8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

HARDSCAPE DETAILS

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no. T_DET-HSC_170_43299
date: 8/12/2016

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\DETAILS\T_DET-HSC_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:26pm XREFS: T_PTBLK_170_43299

CITY OF MISSION

SPECIFICATIONS
CONTRACT DOCUMENTS

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

TABLE OF CONTENTS

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Bid	B-1 to B-3
Agreement	A-1 to A-3
Performance Bond	P-1 to P-2
Maintenance Bond	M-1 to M-2
Statutory Bond	SB-1 to SB-2
Labor and Material Payment Bond	L-1 to L-2
Appointment of Service Agent	2 Pages
General Conditions – Table of Contents	G-i to G-ii
General Conditions	G-1 to G-36
Project Special Conditions – Table of Contents	PSC-i
Project Special Conditions	PSC-1 to PSC-6
Specifications	S-1 to S-15 (29 Pages)
Construction Plans and Documents	19 Sheets
Notice of Publication: *The Legal Record*	1 Page

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Sealed bids for **SYLVESTER POWELL, JR. COMMUNITY CENTER SIDEWALK REPLACEMENT** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:00 p.m. local time on **WEDNESDAY, AUGUST 31, 2016.** At that time all sealed bids will be transferred to the **City Council Chamber**, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR SPJCC SIDEWALK REPLACEMENT**." Contractors desiring the Contract Documents for use in preparing bids may obtain a set of such documents from the **City of Mission, Kansas, Public Works Department, email jbelger@missionks.org with subject line reading** "**BID FOR SPJCC SIDEWALK REPLACEMENT**". Proposers should specifically note the City of Mission prefers questions be submitted by email.

Neither the City nor consultant shall be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated above. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all contract documents before submitting a bid. In submitting a bid, the bidder warrants that it has read the contract documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

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

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

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

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

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

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

a. Bid

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

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

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

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

A Pre-Bid Conference will be held at: SYLVESTER POWELL, JR. COMMUNITY CENTER
(MEET AT SOUTH LOBBY / ENTRY DESK)
6200 MARTWAY STREET
MISSION, KS 66202

Date & Time: WEDNESDAY, AUGUST 24, 9 a.m.

Publish: *Legal Record* Tuesday, August 16, 2016

INSTRUCTIONS TO BIDDERS

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

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

IB-2. DEFINITIONS:

a. All definitions set forth in the General Conditions or in other contract documents are applicable to the Bidding Documents.

b. ”Alternative Bid” (or ”Alternate”) means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

c. “Base Bid” means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

d. “Bid” shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).

e. “Bidder” shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.

f. “Bidding Documents” shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

g. “City” means the City of Mission, Kansas.

h. “Contractor” shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.

i. “Successful Bidder” means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.

j. “Unit Price” means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

IB-3. BIDDER'S REPRESENTATIONS: Each Bidder by making its Bid represents that:

a. It has read and understands the Bidding Documents, and its Bid is made in accordance therewith.

b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed contract documents.

c. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

d. It has familiarized itself with state, federal law and local ordinances, regulations, and permitting requirements which may affect cost and/or progress or performance of the work.

IB-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City or the consultant for the sum stated in the Notice to Bidders. Neither the City nor the consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

IB-5. DEFECTS IN BIDDING DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the consultant at least seven days prior to the date for receipt of Bids.

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

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

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

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

No substitutions will be considered after the contract award unless specifically provided in the contract documents (see GC-61).

IB-7. ADDENDA: Written addenda will be mailed or delivered to all who are known by the consultant to have received a complete set of Bidding Documents.

Copies of written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge its receipt in its Bid.

IB-8. INSURANCE:

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

Bidders are referred to Article GC-38 of the General Conditions for additional insurance information.

b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

c. Commercial General Liability:

Limits –

General Aggregate:	$2,000,000
Products / Completed Operations Aggregate:	$2,000,000
Personal & Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Policy MUST include the following conditions:

1. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
2. **NAME CITY OF MISSION AS "ADDITIONAL INSURED"**

d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -
Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
NAME CITY OF MISSION AS "ADDITIONAL INSURED"

e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	$1,000,000
General Aggregate	$1,000,000

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

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

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

1. Is authorized to do business in the State of Kansas;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VIII financial rating, **or**
4. Is a company mutually agreed upon by the City and Contractor.

i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, **or**
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

j. Railroad Protective Liability: Additional requirement applicable when working on railroad property.

Named Insured:	Applicable Railroad
Limits – Bodily Injury & Property Damage:	Per Railroad Requirements

k. Aircraft Liability: Additional requirement applicable for aerial photograph or contract involving any use of aircraft.

Limits- Single Limit Bodily Injury; Including Passengers; and Property Damage:
$1,000,000 Each Occurrence

Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy MUST include the following condition:

NAME CITY OF MISSION AS "ADDITIONAL INSURED" ON THE HIRED AND NON-OWNED AIRCRAFT LIABILITY.

l. Contractor Property Insurance ("Builder's Risk"): [Additional requirement when constructing a building.] Unless otherwise provided in the contract documents, Contractor shall procure and maintain property insurance from insurance

companies authorized to do business in the State of Kansas upon the entire project to the full insurable value of the project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Contractor shall include as additional insured's the interests of City, Contractor, design consultants, subcontractor and sub-subcontractors, and shall insure against the risk of direct physical loss including but not limited to fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the contract documents. The property insurance shall include physical loss or damage to the work, including materials and equipment in transit, at the site or at another location as may be indicated in Contractor's application for payment and approved by City. All deductibles are the responsibility of the Contractor.

1. Unless the contract documents provide otherwise, Contractor shall procure and maintain boiler and machinery insurance that will include the interests of City, Contractor, design consultants, subcontractors and sub-subcontractors.

2. Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

3. Any loss covered under Contractor's property insurance shall be adjusted with City and Contractor and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article II of the Agreement.

4. City and Contractor waive against each other and City's separate contractors, design consultants, subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Contractor and City shall, where appropriate, require similar waivers of subrogation from City's separate contractors, design consultants and subcontractors and shall require each of them to include similar waivers in their contracts.

IB-9. <u>BID SECURITY</u>: Each Bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City of Mission, Kansas, (hereinafter "City") in an amount of not less than five percent (5%) of the total Bid. In addition to other legal remedies, the amount of said bid security may be retained by and forfeited to the City as liquidated damages if such Bid is accepted and the Successful Bidder fails to enter into an agreement in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not

necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful Bidders, with the exception of the second qualifying Bidder, at such time as their Bids are rejected. The Bid deposit of the Successful Bidder and the second qualifying Bidder will be returned when satisfactory insurance certificates, performance bond and statutory or labor and material payment bond in an amount equal to 100% of the agreement and other documents required by the General Conditions have been furnished and the contract documents have been executed.

IB-10. TAXES: It is the intent of the City to supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its Bid, omit from its computed costs all sales and compensation taxes. Upon issuance of a Kansas tax exemption number, two (2) copies of the Project Exemption Certificate (Form PR-74a) will be forwarded to the Contractor. Upon completion of the project, the City will provide the State of Kansas with the project completion date and the State will issue a Project Completion Certification. This will be forwarded to the Contractor who must sign and return it to the City. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Contractor until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety Company to Final Payment.

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

Contract Amount			Liquidated Damages
$0	to	$50,000	$250.00
$50,000	to	$100,000	$400.00
$100,000	to	$500,000	$800.00
$500,000	to	$1,000,000	$1,000.00
$1,000,000	to	$2,000,000	$1,750.00
$2,000,000	to	$5,000,000	$2,500.00
$5,000,000	to	$10,000,000	$3,500.00
$10,000,000	to	$20,000,000	$5,500.00
$20,000,000	and up		$6,000.00

for each twenty-four (24) hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time.

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

IB-12. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-13. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional Bids.

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

IB-14. BONDS: The Contractor to whom the work is awarded will be required to furnish a Performance Bond, Maintenance Bond, and a Statutory or Labor and Material Payment Bond in the forms hereinafter provided in an amount equal to 100 percent (100%) of the amount of the contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

IB-15. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-33 of the General Conditions.

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

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

IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-68 of the General Conditions.

IB-18. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.

IB-19. SUBCONTRACTING: As provided in Article GC-36, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.

IB-20. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to

certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the agreement period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general Contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed contract documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST $	COST $
1	Force Account (Set by City)	Lump Sum	1	$6,000.00	$6,000.00
2	Unclassified Excavation	Cu. Yd.	307		
3	Aggregate for Base (Overland Park AB-3)	Ton	190		
4	Sidewalk Construction (4”)	Sq. Ft.	639		
5	Sidewalk Construction (5”)	Sq. Ft.	7308		
6	Remove and Replace Curb & Gutter (Type B)	Lin. Ft.	687		
7	Sidewalk Ramp (6”)	Sq. Ft.	1026		
8	Sidewalk Ramp w/ Detectable Warning Surface	Sq. Ft.	208		
9	Detectable Warning Surface	Sq. Ft.	198		
10	Red Paint for Curb	Sq. Yd.	33		
11	Sod (Fescue)	Sq. Yd.	313		
12	Remove and Relocate Existing Sign	Each	9		
13	4” PVC Underdrain	Lin. Ft.	50		
14	Contractor Construction Staking	Lump Sum	1		
15	Topsoil	Cu. Yd.	52		

TOTAL BID $_____

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than 90 days after the City's issuance of Notice to Proceed subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

   The undersigned also declares that it understands that if not preset by the City the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

   The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s).

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

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

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

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

6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) _____
   _____.

Enclosed is a certified check, cashier's check or bid bond in the amount of _____ DOLLARS ($_____) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Mission, Kansas.

DATED in _____ this _____ day of _____, 2016.

(SEAL)

_____
Contractor

_____
Signature

_____
Printed Name

_____
Title

_____
Street Address or P.O. Box

_____
City, State, Zip

_____
Telephone Number

_____
Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the City of Mission, Kansas, hereinafter the "City", and _____ _____, hereinafter the "Contractor".

WITNESSETH:

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **SYLVESTER POWELL, JR. COMMUNITY CENTER SIDEWALK REPLACEMENT PROJECT** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the

City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than 90 days following the City's issuance of Notice to Proceed, subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

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

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

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

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

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

By _____
Steve Schowengerdt
Mayor

ATTEST:

_____
Martha Sumrall
City Clerk

APPROVED AS TO FORM:

_____
David Martin
City Attorney

_____
Contractor

By _____

(SEAL)

Title _____President_____

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

CITY OF MISSION, KANSAS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, of _____ as principal, hereinafter referred to as the "Contractor," and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter referred to as "City," in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____, 20___, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for **SYLVESTER POWELL, JR. COMMUNITY CENTER SIDEWALK REPLACEMENT PROJECT** designated, defined and described in the Agreement and in accordance with the Contract Documents to include the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, upon written acceptance by the City of the improvement herein described in substantial compliance with the Contract Documents and upon the effective date of the Maintenance Bond for the improvement then this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Whenever Contractor is declared by City to be in default under the Contract Documents, the Surety may promptly remedy the default or shall within fourteen (14) days from the date of notice from the City:

1. Commence completing the Work of the Agreement in accordance with its terms and conditions. However, Surety may not use the defaulting Contractor, or any legal reformation of the defaulting Contractor, to complete the Work and the Surety may not use any of the subcontractors of the defaulting Contractor to complete the Work without the written consent of the City; or

2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the City and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an Agreement between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price, including other costs and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____, _____ on this, the _____ day of _____, 20_____.

_____
Contractor/Principal

ATTEST: By _____(SEAL)

_____
Secretary

_____
Title

_____
Surety Company

By_____(SEAL)
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF MISSION, KANSAS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ _____of _____ as principal, hereinafter referred to as the "Contractor," 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, as surety, are held and firmly bound unto the City of Mission, Kansas, hereinafter referred to as "City," in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20__, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for **SYLVESTER POWELL, JR. COMMUNITY CENTER SIDEWALK REPLACEMENT PROJECT**, hereinafter referred to as the “Improvement”, designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance with the Contract Documents, if said Improvement endures without defect or need of repair or maintenance for a period of two (2) years from the date of final acceptance, then this obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) 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 the defect and/or the necessary repair or maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ _____on this, the _____ day of _____, 20___.

_____
Contractor/Principal

ATTEST:
(SEAL)

By _____
Print Name:_____

_____
Title

_____
Secretary

_____
Surety Company

By_____
Attorney-in-Fact

(SEAL)

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF MISSION, KANSAS

STATUTORY BOND

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____ as Contractor and principal, and _____ _____a corporation organized under the laws of the State of _____ _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the State of Kansas, in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the ____ day of _____, 20___, entered into an Agreement with the City of Mission, Kansas, a copy of which is attached hereto and incorporated herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with Provisions, Specifications, Plans and other Contract Documents on file in the office of the City Clerk of the City of Mission, Kansas.

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Provisions, Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

The said Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment or supplies used or consumed in connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness within six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20_____.

_____
Contractor/Principal

ATTEST:

_____ By _____ (SEAL)
Secretary

_____
Title

_____
Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars ($100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF MISSION, KANSAS

LABOR AND MATERIAL PAYMENT BOND

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Contractor and principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Mission, Kansas in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20___, entered into an Agreement with the City of Mission, Kansas, a copy of which is attached hereto and incorporated herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with Provisions, Specifications, Plans and other Contract Documents on file in the office of the City Clerk of the City of Mission, Kansas.

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20___.

_____
Contractor/Principal

ATTEST:

_____ By_____
(SEAL)

Secretary

_____
Surety Company

By_____(SEAL)
Attorney-in-Fact

NOTE:

1. A Labor and Material Payment Bond is required only in connection with a Contract which does not exceed one hundred thousand dollars ($100,000.00).
2. Date on bond must not be prior to date of contract.
3. If Contractor is partnership, all partners should execute bond.
4. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
5. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

ASA
51-15

KANSAS SECRETARY OF STATE

Appointment of Service Agent

Instructions

The following form **must be complete** and accompanied by **the correct filing fee** or the document will **not** be accepted for filing.

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594

(785) 296-4564
kssos@sos.ks.gov
www.sos.ks.gov

☐ **Filing fee**	Please submit this form, properly notarized, with the **$35** filing fee.
☐ **Payment**	Please enclose a check or money order payable to the Secretary of State. Forms received without the appropriate fee will not be accepted for filing. Please do not send cash. **NOTICE:** There is a $25 service fee for all checks returned by your financial institution. Also, to expedite processing, please do not use staples on your documents or to attach checks.
☐ **Expiration**	This appointment expires three years from date of filing.
☐ **Foreign entities**	Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships, or foreign limited liability companies qualified to do business and in good standing in Kansas are not required to file this form.

Please proceed to form.

ASA 51-15

KANSAS SECRETARY OF STATE

Appointment of Service Agent

This form **must be complete** and accompanied by **the correct filing fee** or the document will **not** be accepted for filing.

THIS SPACE FOR OFFICE USE ONLY.

1. Individual/entity name

2. Appointing authority's mailing address

Must be a street, rural route, or highway. A P.O. box is unacceptable.

Address			
City	State	Zip	Country

3. State of formation

Complete if appointing authority is an entity.

4. Name of service agent

Must be a Kansas resident.

5. Service agent address

Must be a street, rural route, or highway in Kansas. A P.O. box is unacceptable.

Address			
City	State KS	Zip	Country

6. The following section must be completed in the presence of a notary public.

Signature of Individual Authorized by Appointing Agent in Question 1 — Month Day Year

X

Name of Signer (printed or typed) — Phone Number

Acknowledged before me by _____ on this _____ Day of _____ Month _____ Year

Signature of Notary — Month Day Year

X

My appointment or commission expires

State

County

AFFIX NOTARY'S SEAL HERE.

K.S.A. 60-306
Rev. 05/03/11 jdr

Please review to ensure completion.

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

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GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1 CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

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

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Conditions, the Project Special Provisions, the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties, Change Orders, written interpretations issued by the Consulting Engineer, written orders for minor changes in the Work issued by the Consulting Engineer and changes in the Work identified in Article GC-25), drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Architect/Engineer which the Consulting Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the Specifications), and the Bidding Documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

It is expressly understood and agreed that the bound volume of Contract Documents, any plans, schedules and other drawings herein referred to, and data which may be furnished by the Engineer as are necessary to make clear the intent of the Specifications and Plans, are each and all included in this Contract and the Work shall be done fully in accordance therewith.

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

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

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

GC-2 DEFINITIONS

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

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.

3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed Contract Documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

4. "Bonds" shall mean the Bid, Performance, Maintenance, and Statutory or Labor and Material Payment Bond, together with such other instruments of security as may be required by the Contract Documents.

5. "Change Order" is a written order issued after the Agreement is executed by which the City, the Consulting Engineer and the Contractor agree to construct additional items of work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Contract Plans, or as otherwise provided in Article GC-25. Change Orders must be signed by the City and the Contractor to be binding.

6. "City" shall mean the City of Mission, Kansas.

7. “Consultant” or "Consulting Engineer" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional engineering services in connection with the Project; or shall mean the City if the City acts as its own Engineer.

8. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.

9. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the Consulting Engineer. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

10. "Contract Time" shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a date certain if so designated in the Contract Documents.

11. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-33 for definition of "Contractor".)

12. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment unless responsibility for such damage shall have been expressly assumed by the City at substantial completion.

13. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.

14. "Field Order" shall mean a written order issued by the Consulting Engineer which orders minor changes in the Work in accordance with Article GC-25 but which does not involve a change in the Contract Price or Contract Time.

15. "Final Acceptance" shall mean the date when the Consulting Engineer accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire project can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

16. "General Requirements" shall mean those provisions of the Specifications which apply to the entire Work.

17. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Consulting Engineer or the City.

18. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.

19. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

20. "Partial Utilization" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.

21. "Pay Estimate No._____" or "Final Pay Estimate" shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

22. "Plans" or "the Plans" shall mean and include all drawings which may have been prepared by the City and/or the Consulting Engineer on the City's behalf as a basis for Bids, all drawings (other than Shop Drawings, as defined in Definition No. 23, below.) submitted by the successful Bidder with its Bid or by the Contractor to the City, if and when approved by the Consulting Engineer, and all drawings submitted by the City to the Contractor during the progress of the Work, all of which show the character and scope of the Work to be performed.

23. "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations,

brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

24. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to:

(1) design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the Work;

(2) performance specifications, e.g., performance characteristics required, if any;

(3) purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval therefore by the City in accordance with Article GC-61;

(4) such other information deemed appropriate by the City for inclusion in the Specifications for the proper construction of the Project.

25. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another Subcontractor for the performance of a part of the Work.

26. "The Work" or "The Project" (used interchangeably) shall mean the work to be done necessary to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

27. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

28. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

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

30. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

31. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

GC-3 DEFECTS IN CONTRACT DOCUMENTS

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

GC-4 BID

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

GC-5 COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of five (5) copies of the Contract Documents, free of charge, necessary for the execution of the Work.

Sufficient copies of the Bidding Documents, Bonds and Agreement between City and Contractor shall be prepared, each containing an exact copy of the Contractor's Bid as submitted, the Bonds properly executed and the Contract signed by both parties hereto. These executed counterparts shall be filed with the City, Contractor and the surety company executing the Bonds. The original Bid submitted by the Contractor will be retained by the City.

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

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

GC-6 SCOPE, NATURE AND INTENT OF PLANS AND SPECIFICATIONS

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

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

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

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

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

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

GC-7 BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

After being awarded the Contract, the Contractor shall immediately prepare and submit for approval by the City Engineer a construction schedule giving the dates on which it expects to start and to complete separate portions of the Work, which schedule shall be strictly adhered to unless agreed to in writing by all parties or modified by any extension or extensions of time as hereinafter provided. The schedule shall be submitted before the Notice to Proceed is issued. No Work on this Contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

The Contractor shall, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extension or extensions of such time made as hereinafter provided.

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

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

GC-8 SHOP DRAWINGS

Contractor shall review, approve, and submit, with such promptness as to cause no delay in its own Work or in that of any Subcontractor or other Contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by the Specifications, including, but not limited to: (1) drawings of equipment and devices offered by the Contractor for approval of the Consulting Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Consulting Engineer, by the Contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work there under; (3) all required wiring and piping layouts; and (4) structural and reinforcing fabrication drawings. All submittals, regardless of origin, shall be stamped with the approval of the Contractor and identified with the name and number of this Contract, Contractor's name and references to applicable specification paragraphs and Contract drawings. Each submittal shall indicate the intended use of the item in the Work. Contractor's stamp of approval is representation to the Consulting Engineer, that the Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents. All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in the Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of each deviation).

The Consulting Engineer shall review the Shop Drawings for conformance with the design concept of the Work and information as given in the Contract Documents. The Contractor is not relieved of responsibility for any deviation from the requirements of the Contract Documents by the Consulting Engineer's approval of the Shop Drawings, product data, or samples. The Contractor is not relieved from responsibility for errors or omissions in Shop Drawings by the Engineer's approval thereof. The Consulting Engineer shall respond to, accept or reject such submissions within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. On Final Acceptance, the Consulting Engineer shall be furnished with a total of five (5) copies of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. No Work shall be performed in connection with the fabrication or manufacture of material or

equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefore have been approved as stipulated, except at the Contractor's own risk and responsibility.

GC-9 CONTRACTOR'S RESPONSIBILITIES AS TO AMBIGUITIES

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

GC-10 CONCEALED CONDITIONS

The Contractor understands that the City does not warrant that the various and sundry materials and information, including, for example, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the Work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, there shall be no adjustment in the Contract Price for any extra work necessitated thereby, although, if necessary, the Contract Time may be adjusted.

GC-11 CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent people from its force and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Consulting Engineer.

GC-12 PRESERVATION OF MONUMENTS AND STAKES

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

replacement of monuments, property corners or bench marks that have been moved or destroyed.

GC-13 PERMITS AND NOTICES

(a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.

(b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

(c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.

GC-14 GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(b) Unless otherwise specified, all supplies, materials, equipment and other facilities are guaranteed to be new and all Work shall be of good quality and workmanship and free from defects or fault. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of the Work.

(c) The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

(d) The Contractor shall, in addition to the schedule required by Article GC-7, give to the Consulting Engineer full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Consulting Engineer to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Consulting Engineer may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Consulting Engineer to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

(e) The approval by the Consulting Engineer of any plan, schedule 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 City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Consulting Engineer has no objection to

the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

(f) Any plan or method of Work suggested by the Consulting Engineer or the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Consulting Engineer and the City will assume no responsibility therefor.

GC-15 CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-16 SAMPLES

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

GC-17 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY; LIABILITY

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

(b) Without in any manner limiting Contractor’s responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property, life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, structures, sewers and utilities both above the ground and Underground Facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of people or materials in connection therewith.

(c) Protection may include, shoring, bracing, supporting and maintaining all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction Work performed by Contractor. Barriers shall be kept placed at all times to protect bracing and shoring of the trenches shall be in full accordance with Occupational Safety and Health Standards – Excavations; Final Rule 29 CFR Part 1926. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs. All pavement, surfaces, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction

operations in connection with the performance of the Contract, shall be maintained, and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such underground construction and surface structures or parts thereof shall be made with new materials conforming to the requirements of these Specifications, or if not specified, as approved by the Engineer, at the Contractor's own expense, unless otherwise provided by the Contract.

(d) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(e) Contractor shall comply with any and all instructions from the Consulting Engineer regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

(f) Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hood hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Consulting Engineer by Contractor.

(g) In an emergency affecting the safety of life, the Work, City's property or of adjoining property, Contractor, without special instruction or authorization from the Consulting Engineer, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.

(h) Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes. Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

(i) Contractor shall be responsible for any damage caused by settlement of backfill placed beneath pavement, street, road, and driveway surfacing, and drainage and other structures beneath yards, parking and parks, which may occur at any time prior to and during a period of two (2) years from and after the date of Final Acceptance of Work covered by the Contract; during such period, the Contractor shall at his own expense, refill all excavations where backfill settlement has occurred, and shall repair or cause to be repaired all damage to structures, pavements, surfacing and sod caused by such settlement, to the satisfaction of the City. Should the Contractor fail to repair settlements, which may occur as described above within thirty (30) days after being given notice thereof, the City shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

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

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

(l) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or 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.

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

GC-18 WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

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

GC-19 MAINTENANCE OF TRAFFIC

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

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

GC-20 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All

construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

GC-21 DUST CONTROL

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

GC-22 INSPECTION OF WORK

(a) Consulting Engineer shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(b) All Work must be inspected, tested or approved and the Contractor shall give the Consulting Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval, if the inspection, testing or approval is by an authority other than Consulting Engineer. If any Work should be covered up which is required by the above to be inspected, tested or approved and which, by virtue of being so covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Consulting Engineer, uncover such Work and at Contractor's expense bear the cost of uncovering such Work and redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.

(c) Consulting Engineer reserves the right to inspect any and all Work before it is covered up; and, accordingly, Contractor must notify Consulting Engineer before covering any Work. Consulting Engineer shall be given a reasonable time to make its inspection. Contractor shall not cover any Work prior to Consulting Engineer having a reasonable time to inspect. If Work to be covered does not conform to the Contract Documents, Consulting Engineer can withhold its consent to covering up Work until such Work is made to conform at Contractor's expense.

(d) If any labor, supplies, materials or equipment are found not to be in accordance with the Contract Documents, Contractor shall at its own expense bear the cost of uncovering such labor, supplies, materials or equipment, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming labor, supplies, materials or equipment.

(e) The Contractor shall comply with the directions and instructions of the Consulting Engineer.

(f) The City, the Consulting Engineer and all designated Inspectors shall be free at all times to perform their duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Plans and Specifications, and

any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-23 SUPERINTENDENCE AND SUPERVISION

The Contractor shall be responsible for coordination between all phases of the Work and provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Consulting Engineer. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised Work shall be unacceptable and subject to removal and replacement at the Contractors expense. The superintendent shall not be changed except with the consent of the Consulting Engineer unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Consulting Engineer retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.

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

GC-24 CONTRACTOR'S OFFICE AT SITE OF WORK

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

GC-25 CHANGES IN THE WORK

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

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

(b) Quantity Variations. Where changes in the Work involve a change in the quantity of any Bid item, the Contract Price shall be revised by extension of the quantities and unit price of all Bid items so changed subject to written approval of the Consulting Engineer.

(c) Field Orders. Consulting Engineer may order minor changes in the Work through Field Orders, which in no specific, concrete or substantial way increase or decrease the Work;

and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.

(d) From time to time the Consulting Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. Should a difference of opinion arise as to whether the order constitutes extra work for which additional compensation is due, and the City insists on its performance, the Contractor shall proceed with the Work after making a written request for a Change Order, and it shall keep an accurate account of the actual field cost thereof as provided for in (e)(3) below. The Contractor will thereby preserve the right to submit a claim therefor.

(e) The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined in one or more of the following ways, at the option of City:

(1) By agreed lump sum.
(2) By unit prices named in the Contract or subsequently agreed upon.
(3) By actual field cost (time and material) plus fifteen percent (15%) and shall include a "Not to Exceed" figure.

In order to arrive at the value for any change, Contractor shall credit City with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such change.

(f) No change in the Work shall entail additional time unless the Consulting Engineer determines that additional time is required and specifically so provides in the Change Order. No change in the Work shall entitle the Contractor to delay damages.

(g) Where extra work is performed under (e)(3) above, the term "actual field cost" of such extra work is hereby defined to be and shall include:

(1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;

(2) All materials and supplies;

(3) Trucks and rentals on machinery and equipment for the time actually employed or used in the performance of said extra work;

(4) Any transportation charges necessarily incurred in connection with said equipment authorized by the Consulting Engineer for use on said Work and similar operating expenses;

(5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction Bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses; and provided, further, that without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

(A) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.

(B) Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

(C) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

(D) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

(E) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

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

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

(h) In the event that unit prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed is substantially inequitable to either the City or the Contractor, the unit prices shall be reevaluated and adjusted in accordance with the following:

(1) If the total cost of a particular item of Unit Price Work amounts to twenty percent (20%) or more of the Contract price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than thirty-three percent (33%) from the estimated quantity of such item indicated in the Contract; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Contractor has incurred additional expense as a result thereof; or

(4) If City believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of Unit Price Work performed; then either City or Contractor may request the Consulting Engineer to make an adjustment in the Contract price.

(i) No claim for extra work of any kind will be allowed except as provided herein. If extra work orders are given in accordance with the provisions of this Contract, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Contract.

(j) Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract price or time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-26 DEDUCTIONS FOR UNCORRECTED WORK

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

GC-27 DELAYS AND EXTENSION OF TIME

(a) If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise, then the time of completion shall be extended for such reasonable time as the Consulting Engineer shall decide, and no adjustment shall be made in the Contract Price.

(b) No such extension shall be made for delay unless Contractor provides written notice to Consulting Engineer of such delay, the reasons therefore and the expected length of delay within seven (7) days of the commencement of such delay. In the case of a continuing cause of delay, only one claim is necessary.

(c) In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided in subparagraph (a), (b), or (d) of this Article.

(d) The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the Consulting Engineer, and for such periods of time as the Consulting Engineer shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the time for completion of Work so suspended or of Work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason

of such suspension or suspensions; but such order of the Consulting Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the Work shall be stopped by order of the Consulting Engineer, through no fault of the Contractor, its employees, Subcontractors or suppliers, any incidental expenses (see Article GC-25 (g)(5)) which, in the opinion and judgment of the Consulting Engineer, are caused thereby shall be paid by the City to the Contractor; provided, however, that such suspension or suspensions shall not be the basis for any claim by Contractor for additional compensation or damages for delay.

(e) The City reserves the right and may delay Work on certain portions of Work until such time as weather and/or utility relocations will allow proper progress on major items of Work. The City may direct the Contractor to clear the right-of-way before utility relocations, if, in the opinion of the Engineer, such clearing would expedite utility relocation. Also, the City may direct the Contractor to work on certain items of Work after partial utility relocations have been made. There shall be no charge made by the City or the Contractor for delays arising from the issuance of such delayed Work direction other than provided for in paragraphs (a) through (d) in this Article.

GC-28 WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the Work of the Contractor, other contractors, Subcontractors, the City, or any other person, the Contractor will, contingent upon the City providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving forty-eight (48) hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-29 PATENT LIABILITY CLAUSE

Contractor agrees to defend any claim, action or suit that may be brought against City, its Governing Body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction Work performed hereunder, and also to indemnify and hold harmless City, its Governing Body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement.

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

GC-30 INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to

persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such 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.

GC-31 SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-32 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors or workers who may be performing Work on behalf of the City or any other entity on any Work in the vicinity of the Work to be done under this Contract, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such Contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their Work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and the workers of the City or any other entity, in regard to their Work, shall be adjusted and determined by the Consulting Engineer. If the Work of the Contractor is delayed or damaged because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the City on that account; provided, however, the City may, in its discretion, grant an extension of time.

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

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

In the event that Contractor is performing Work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise Consulting Engineer when it anticipates that there may be interference with the Contractor's Work or with the Work of any other contractor. Consulting Engineer shall, to the best of its ability, with input from Contractor as to coordination of the Work, seek to schedule Work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's Work as a result of the presence of other such contractors, Contractor shall not be entitled to additional compensation or damages for delay or damage to

the Contractor's Work; rather, Contractor's only recourse shall be an extension of time to be determined by the Consulting Engineer.

GC-33 INDEMNITY

(a) Definitions

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

(1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and

(2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

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

(c) General Limitation

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

(d) Waiver of Statutory Defenses

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

GC-34 PROTECTION OF PROPERTY/LIABILITY

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above the ground and Underground Facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in 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 resulting from the acts of Contractor or its employees.

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

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

GC-35 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Consulting Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Consulting Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Consulting Engineer, with or without notice to the Contractor, shall, upon notification to the City, provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the Consulting 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 shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-36 ASSIGNMENT AND SUBLETTING OF CONTRACT

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

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price

based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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

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

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

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

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

GC-37 <u>DISPUTE RESOLUTION</u>

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Consulting Engineer as to such matter as per Article GC-39. No dispute resolution shall be a condition precedent to any legal action.

GC-38 INSURANCE

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

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to Article GC-42.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-33.

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

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

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

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

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

(d) Additional Insurance -

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

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

(e) Subcontractors' Insurance - If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all Subcontractors in its insurance policies; or

(2) Require each Subcontractor not so covered to secure insurance which will protect Subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

GC-39 AUTHORITY AND DUTY OF THE CONSULTING ENGINEER

Unless the City acts as its own Consulting Engineer, the Consulting Engineer is an independent contractor. It is mutually agreed by and between the parties to this Contract that the Consulting Engineer shall observe and inspect all Work included herein (provided, however, that any such observations and inspections shall not alter the rights, responsibilities and obligations of the parties as set forth in Article GC-22). Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes, it is further agreed by and between the parties to this Contract that the Consulting Engineer shall in all cases determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract; that Consulting Engineer shall determine all questions relating to the Plans and Specifications for the Project; that Consulting Engineer shall issue promptly any written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Consulting Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; that Consulting Engineer's decisions and findings shall be a condition precedent to the right of the parties to submit any proper matter and to any rights of the Contractor to receive any money under this Contract; provided, however, that should the Consulting Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the other, within twenty (20) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised as herein provided, except as otherwise provided in Article GC-37. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Consulting Engineer as rendered shall be promptly carried out.

GC-40 CORRECTION OF LABOR, ETC. - BEFORE FINAL PAYMENT

At Consulting Engineer's request, Contractor shall, at Contractor's expense, promptly remove from the job site all labor, supplies, materials, equipment and/or other facilities

condemned by Consulting Engineer as not in accordance with the Contract Documents, whether incorporated or not; and the Contractor shall, at Contractor's expense, promptly replace and re-execute all labor, supplies, materials, equipment and/or other facilities in accordance therewith and, at Contractor's expense, restore all Work of other Contractors and Subcontractors destroyed or damaged as a result of such removal, replacement and re-execution.

GC-41 CORRECTION OF LABOR, ETC. - AFTER FINAL PAYMENT

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

(b) Contractor shall promptly procure from each Subcontractor a written guarantee that all Work performed by such Subcontractor shall be free from defects in material or workmanship for a period of not less than two full (2) years from the date of final payment by City to Contractor and shall promptly deliver same to City; provided, however, that wherever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by a Subcontractor, Contractor shall promptly procure same in writing from the appropriate Subcontractor and shall promptly deliver same to City.

(c) Whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years, but does not specify who is to give such a guarantee, it shall be given by the Contractor regardless of who is performing the Work for which the guarantee is required. All such guarantees shall be in writing and shall be promptly delivered to City.

(d) The furnishing of guarantees by Subcontractors and materialmen shall not relieve Contractor of its obligations under guarantees required of Contractor under the Contract Documents. In addition to the above guarantees, Contractor will (1) obtain and assign to City all available manufacturers and suppliers warranties; and (2) at City's sole option, assign to City any rights Contractor may have against any Subcontractor and/or supplier for Defective Work, materials or equipment.

(e) Any provision of the Contract Documents to the contrary notwithstanding, all guarantees provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

(f) Neither the issuance of the final certificate, payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for Work determined by City not to be in accordance with the Contract Documents. If, within two (2) years of the date of final payment to Contractor or within any longer period of time as may be prescribed by applicable law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by City to be defective or not in conformance with the Contract Documents then, at City's request, Contractor shall, at Contractor's expense, promptly remove from the premises all Work determined by the City to be defective or not in accordance with the Contract Documents; and Contractor shall, at Contractor's expense, promptly replace and re-execute all Work in accordance therewith and, at Contractor's expense, restore all Subcontractors' Work and Work of other Contractors and Subcontractors damaged as a result of such removal, replacement and re-execution. City shall with reasonable promptness give notice of any Work

condemned by City as not in accordance with the Contract Documents. If, within ten (10) days after the mailing of such notice, the Contractor shall fail or neglect to make, or undertake to make, with due diligence any required repairs or corrections, the City shall make such repairs at Contractor's expense; provided, however, that, in case of an emergency which, in the judgment of City, would cause serious loss, hazard or damage if not corrected immediately, such repairs may be made without prior notice being sent to the Contractor, and Contractor shall nevertheless be liable to the City for the cost thereof.

GC-42 RIGHT OF CITY TO TERMINATE CONTRACT

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

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

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

GC-43 CITY'S RIGHT TO DO WORK

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

GC-44 PAYMENTS

(a) Before the first application for payment, the Contractor shall submit to the Consulting Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consulting Engineer may require. This schedule, unless objected to by the Consulting Engineer, shall be used only as a basis for the Contractor's applications for payment and does not constitute approval by the Consulting Engineer of the method or performance by the Contractor.

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the Consulting Engineer during the preceding month, calculated in proportion to the Contract Price, but to ensure the proper performance of the Contract, ten percent (10%) of the amount of each estimate will be retained until final completion and acceptance of all Work covered by the Contract.

(c) Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the Consulting Engineer, all calculated in proportion to the Contract Price.

(d) In general, no allowance will be made in estimates for materials delivered on the site and not incorporated in the Work except in case of those items considered by the Consulting Engineer to be major items of considerable magnitude, which will be allowed in estimates on the basis of ninety percent (90%) of invoices, the value calculated in proportion to the Contract Price.

(e) The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.

(f) The City shall require at intervals as it shall determine and at any time before final payment is made for the Work specified herein that the Contractor furnish the City with written acknowledgments (to the extent of payment made) by all Subcontractors and vendors who have done work or labor on, or who have furnished materials for, this Project that they have been fully paid in whole or in part by the Contractor for such work or labor done or materials furnished by them. Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City.

(g) The Contractor has, per the Instructions to Bidders, Bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use the Project Exemption Certificate for any purchase in connection with the Work. Final payment will not be made to Contractor until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety to Final Payment.

(h) The Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the Consulting Engineer for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Non-returnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

GC-45 PAYMENTS WITHHELD

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

(a) Incomplete Work or Defective Work not remedied;

(b) A reasonable doubt that the Work can be completed for the balance of the Contract Price then unpaid;

(c) Damage to City; or

(d) A breach of this Contract.

GC-46 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract that time is of the essence of this Contract, and that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time

stipulated therefore in the Contract, after due allowance for any extension or extensions of time which may be granted under the Contract, the said Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated herein for each and every day that the Contractor shall be in default.

In the case of joint responsibility for any delay in the final completion of the Work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the City by reason of such delay in completion of the Work as set forth in the table below, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.

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

Contract Amount			Liquidated Damages
$0	to	$50,000	$250.00
$50,000	to	$100,000	$400.00
$100,000	to	$500,000	$800.00
$500,000	to	$1,000,000	$1,000.00
$1,000,000	to	$2,000,000	$1,750.00
$2,000,000	to	$5,000,000	$2,500.00
$5,000,000	to	$10,000,000	$3,500.00
$10,000,000	to	$20,000,000	$5,500.00
$20,000,000	and up		$6,000.00

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

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

GC-47 BONDS

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

GC-48 EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the Plans. The Contractor shall confine its operations to the

easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its Work to other areas approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor shall have no claim against the City for damages arising from such delay but may request an extension of time under Article GC-27.

GC-49 UNDERGROUND FACILITIES AND UTILITIES

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

GC-50 USE OF PREMISES

(a) Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, permits of City or directions of Consulting Engineer and shall not unreasonably encumber the premises and/or site.

(b) Contractor shall not load or permit any part of any structure, streets or highways to be loaded with a weight that exceeds load limits which will endanger their safety.

(c) Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Consulting Engineer.

(d) A laydown area or staging area will be provided at the site and shall be chosen by Consulting Engineer. Contractor will furnish its own weather protection if required.

(e) No City equipment will be taken out of service or put into service without approval of City.

GC-51 ALLOWANCES

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

GC-52 CUTTING, PATCHING AND DIGGING

(a) Contractor shall do all cutting, fitting or patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of others shown upon or reasonably implied by the Contract Documents.

(b) Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of City.

(c) Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by Work under this Contract.

(d) Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-53 CLEANING UP

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

GC-54 TEMPORARY FACILITIES

(a) Except where special permission has been granted by City to use existing toilet facilities belonging to City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Consulting Engineer for accommodation of all persons engaged on the Work. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each twenty workers. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

Temporary toilets shall be enclosed and weatherproof and kept in sanitary and approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.

(b) Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for its Work. Same shall be located and constructed in an approved manner acceptable to Consulting Engineer. Upon completion of Work or when requested by Consulting Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.

(c) Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Consulting Engineer.

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

GC-55 SANITARY REGULATIONS AND WATER

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

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

GC-56 COMPLIANCE WITH LAWS

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

GC-57 UNFAVORABLE CONSTRUCTION CONDITIONS

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

GC-58 CONTRACTOR'S RISK

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

GC-59 SAFETY RULES

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

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

(1) Personal protective equipment;
(2) First aid - personnel and facilities;
(3) Arrangements for medical attention;
(4) Sanitary facilities;
(5) Fire protection;
(6) Signs, signals and barricades;
(7) Security regulations;
(8) Safety inspections;
(9) Designation of persons responsible for the program;
(10) Reporting forms and procedures;
(11) Material handling and storage;

(12) Lines of communication;
(13) Determination of potential hazards;
(14) Personnel safety meetings and education;
(15) Access to work areas;
(16) Subcontractors involvement in the program;
(17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

GC-60 WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

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

GC-61 APPROVAL OF EQUALS

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

(a) Contractor shall notify City in writing if it wishes to use an approved equal specifically named in the Contract Documents.

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

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

GC-62 TEST OF MATERIALS OFFERED BY CONTRACTOR

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

GC-63 TESTING OF COMPLETED WORK

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

GC-64 BORROW AND WASTE AREAS

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

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

GC-65 PARKING AREAS, DRIVES AND WALKS

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

GC-66 STREET SIGNS AND TRAFFIC AIDS

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

GC-67 PLACING WORK IN SERVICE/PARTIAL UTILIZATION

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

GC-68 NON-DISCRIMINATION/OTHER LAWS

(a) The Contractor agrees that:

(1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

(2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (“Commission”);

(3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;

(4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and

(5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

(A) Who employs fewer than four employees during the term of such contract; or

(B) Whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

(b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

GC-69 FEDERAL LOBBYING ACTIVITIES

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

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

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

GC-70 RECORDS

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

authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-71 TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-72 NO WAIVER OF RIGHTS

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

GC-73 SEVERABILITY

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

GC-74 GOVERNING LAW

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

GC-75 VENUE

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

CITY OF MISSION

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

PROJECT SPECIAL CONDITIONS

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CITY OF MISSION

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

PROJECT SPECIAL CONDITIONS

SC-1. SCOPE OF WORK

The work provided for in these Specifications shall consist of furnishing all labor, materials, appliances, and equipment, and performing all work and operations in connection with the construction of items and all other incidental and related work as set forth in these Specifications and as directed by the Engineer to make a complete and finished job.

SC-2. CONTRACT SPECIFICATIONS

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

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

SC-3. STANDARD SPECIFICATIONS

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, current edition of City of Overland Park Traffic Signal Specifications, current edition of the Manual On Uniform Traffic Control Devices, and The City of Overland Park Traffic Control Handbook for Street Maintenance and Construction Operations with such revisions, amendments, and supplements as are contained herein.

SC-4. CONTRACT DRAWINGS

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

SC-5. MEASUREMENT AND PAYMENT

a. Method of Measurement

The completed work shall be measured by the units described in the Proposal under each bid item that is satisfactorily completed by the Contractor. At monthly intervals, beginning one month after the Notice to Proceed, the Contractor shall submit to the City Engineer an accurate record of the work completed.

b. Basis of Payment

The amount of completed work, measured as set forth above, shall be paid for at the contract unit price bid per item described in the Proposal and shall be full compensation for furnishing all materials, labor, equipment, tools, supplies and incidental related items necessary to complete the work in accordance with the Specifications. Work not measured separately for payment is subsidiary to the item to which it pertains.

SC-6. MOBILIZATION OF EQUIPMENT

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. Assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

SC-7. INSPECTION OF WORK

The Contractor shall not commence placing concrete or backfilling of pipe/structures until such time as the City Engineer or his authorized representative has made inspection. Form location, grades, slopes and subgrade shall have been approved prior to placing any concrete.

SC-8. BRACING AND SHORING

It shall be the contractor's responsibility to brace and shore existing structures during construction. Any additional damage to or collapse of existing structures during the contract period shall be the sole responsibility of the Contractor.

The Contractor shall brace and shore all trenches in full accordance with Occupational Safety and Health Standards - Excavations; Final Rule 29 CFR Part 1926.

Bracing and shoring shall not be paid for directly but shall be considered subsidiary to other bid items. No additional payment shall be considered for increased quantities of earthwork, asphalt removal and replacement, or increases in other items as a result of compliance with this specification.

SC-9. TRENCH BACKFILL

Flowable Fill is required for all trenches within all paved portions of the ROW including future paving, if they are known, per the Manual for Infrastructure Standards For Right of Way Restoration and City of Overland Park Standard Details.

SC-10. SAMPLING AND TESTING

All sampling and testing deemed necessary by the Engineer shall be performed by a Testing Laboratory selected by the City, except that all Asphaltic Concrete mix design and tests shall be performed by a Certified Testing Laboratory selected by the Contractor, as stated in specification section "Asphaltic Concrete Surface and Intermediate Course". The costs of all such tests, showing compliance with the Specifications, shall be paid by the City, except that all Asphaltic Concrete mix design and testing costs

shall be paid by the Contractor. However, in the event that any test indicates non-compliance with the Specifications, additional testing will be paid for by the Contractor to determine acceptability of the material or methods. City reserves the right to weigh any selected truck as determined by the Engineer. The City shall only pay weighing costs and any additional costs shall be at the Contractor's expense.

SC-11. TRAFFIC SAFETY

When working in the traveled way, the Contractor shall provide adequate and suitable barriers, signs, warning lights, flaggers, and all other equipment necessary to direct and reroute traffic and protect the public from moving or stationary vehicles, equipment, and materials, and other obstructions. Also, adequate protective warning lights and signs shall be provided to warn of any obstruction or excavation in the street, and easement area. All barricades, signs, lights and other protective devices in public right-of-way and easements shall be installed and maintained in conformity with applicable statutory requirements, the latest edition of the "Manual on Uniform Traffic Control Devices", and the "Overland Park Traffic Control Handbook for Street Maintenance and Construction Operations".

The Police Department, Fire Department, and Med-Act shall be notified prior to closing a street with the approval of the City Engineer.

SC-12. NOTIFICATION OF PROPERTY OWNERS

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

SC-13. TREE AND PLANT PROTECTION

All trees and other vegetation which must be removed to perform the work shall be removed and disposed of by the Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the drawings. All trees and plants not removed shall be protected against injury from construction operations.

The Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades or fences around the drip line, and trimming low hanging branches to prevent damage from construction equipment. Barricade or fence shall not be removed without consent of the Engineer. When installing a pipe, or any other work that may damage the tree, hand excavating or tunneling methods shall be used. Where encroachment by vehicles or equipment is expected within the drip line of the tree, the contractor will be required to place at least a 6 inches layer of organic mulch on top of the affected area to offset possible compaction. Such trees shall not be endangered by stockpiling excavated material or storing equipment within the drip line of the tree. No backfill material exceeding 4 inches in depth shall be placed within the drip line area of any tree designated to be preserved without prior consent from the Engineer.

When excavation is required within the drip line of any protected tree, the contractor shall take extra measures to protect as many roots as possible. All roots to be cut or removed shall be "cut" with a chain saw, trencher, or other methods as approved by the engineer that will leave a smooth cut surface. All roots exposed during excavation shall be protected to prevent the roots from drying out by covering the exposed area with canvas or burlap, peat moss, or mulch, and kept damp until the area has been backfilled. Where shown on the plans, trees requiring root removal of one third or more of the circumference of the root system, may require the pruning of limbs on the opposite side of the root removal or thinning the entire tree equally as directed by the Engineer. All pruning, repair, and replacement of trees and plants shall be performed by qualified nurserymen or arborists. Trees requiring trimming are as noted on the plans. This work shall not be paid for directly but shall be considered subsidiary to other bid items.

When the injury or removal of trees designated to be preserved cannot be avoided; each tree injured beyond repair or removed shall be replaced with a similar tree, or provide compensation to the City as determined by the Engineer.

SC-14. WEEDS

The Contractor shall restrict the excessive growth of weeds, grasses, and other uncultivated vegetations within the project limits in accordance with the Mission Municipal Code. The Contractor shall cut down any excessive growth by mowing or trimming or as directed by the engineer.

No direct payment will be made for this work as it shall be considered subsidiary to other bid items in the contract.

SC-15. RESTORATION

a. Pre-Restoration Meeting

The Contractor shall be responsible for scheduling a pre-restoration meeting within 1 (one) week prior to beginning final grading, select soil placement, and restoration of the sodded areas in the project. The time and location of the meeting shall be approved by the Project Engineer, with required attendance by the Contractor's superintendent and any/all subcontractors involved in the restoration. The purpose of this meeting is to discuss in detail the requirements of sod restoration in the Specifications. At this meeting the Contractor shall provide:

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

SC-16. UTILITY MEETINGS AND UTILITY ADJUSTMENT

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Engineer will furnish plans to the utility companies for their records. These companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

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

SC-17. WATER POLLUTION CONTROL

Contractor shall prevent the pollution of streams, lakes, wetlands, drainageways or storm sewers from fuel, oils, hazardous chemicals, sediment, trash, debris, or other substances resulting from construction activities.

All trash shall be placed in dumpsters or trash barrels provided by the Contractor and accumulated trash shall be hauled offsite and properly disposed. Floating debris found in any waterbody on or immediately adjacent to construction shall be removed immediately, regardless of source. Hazardous wastes shall be stored, transported offsite, and disposed of properly. Sanitary facilities must be made available and their use enforced by the Contractor.

All equipment used onsite shall be free of leaks and receive regular preventative maintenance and be inspected daily to reduce chance of leakage. No fueling, servicing, maintenance, or repair of equipment shall be done within 50 feet of a stream, drainageway, lake, storm sewer manhole or other water body. Fuel tanks onsite shall in good condition, free of leaks or drips, painted brightly for visibility, monitored daily and shall sit behind or within a secondary containment tank or earthen berm.

Concrete wash or rinsewater from concrete mixing equipment, tools and/or ready-mix trucks, tools, etc, may not be discharged into or be allowed to run directly into any existing water body or storm inlet. One or more locations for concrete wash out will be designated on site, such that discharges during concrete washout will be contained in a small area where waste concrete can solidify in place and excess water evaporated or infiltrated into the ground.

Chemicals or materials capable of causing pollution may only be stored onsite in their original container. Materials stored outside must be in closed and sealed water-proof containers and located outside of drainageways or areas subject to flooding. Manufacturers data regarding proper use and storage, potential impacts to the environment if released, spill response, and reportable quantities for spill reporting shall be maintained by the field superintendent onsite at all times. Locks and other means to prevent and reduce vandalism shall be used.

All spills in excess of reportable quantities shall be reported to all of the following within 24 hours of their occurrence: KDHE 24-hour spill response center (785) 296-1679; KDHE Northeast District, Lawrence, (785) 842-4600; and the National Spill Response Center 1-800-424-8802. Spills that pose immediate threat to public safety or contamination of a water body shall be reported immediately to the Fire Department at 911. Such spills shall also be reported to the Kansas Division of Emergency Management, (800) 275-0297 or (785) 296-8013.

Contractor shall respond immediately by containing with an appropriate device or earthen berms and shall prevent its migration with sawdust, sand, kitty litter, rags or other absorbents. Manufacturer recommendations shall be followed. Leaks from broken hoses will be immediately contained with house clamps, plugs, or drained into leak-tight containers. Contractor shall have onsite at all times and ready for immediate use the necessary tools, equipment, and supplies to respond to a spill or leak. Contractor personnel shall be trained to properly respond immediately to a leak or spill. All spills shall be cleaned up and disposed of in accordance with applicable regulations or as directed by Kansas Division of Health and Environment or other applicable agency.

Herbicides, pesticides and fertilizers used as part of the work shall be applied only in accordance with manufacturer recommendations. Direct spray into water bodies shall be avoided. Such chemicals shall not be used if rain is forecast within 24 hours, unless they are approved for wet weather application.

Care will be taken to avoid excessive disturbance or erosion of land area and controls shall be maintained to prevent migration of silt and sediments into water bodies. Provisions of the contract for erosion and sediment control shall be followed.

SC-18. RIGHT-OF-WAY

Right-of-way and easements are currently available for this project.

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

SC-19. CONSTRUCTION TIMELINE AND LIMITATIONS

The following limitations shall apply:

A. The Notice to Proceed is anticipated to be no sooner than September 21, 2016.

B. The undersigned further agrees to complete all work no later than 90 days following the date that Notice to Proceed is issued to the Contractor by the City.

C. The undersigned declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

CITY OF MISSION

SYLVESTER POWELL, JR. COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT

SPECIFICATIONS

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S-1 FORCE ACCOUNT

S-1.1 DESCRIPTION

This work shall cover miscellaneous extra work required during the course of construction.

S-1.2 MEASUREMENT AND PAYMENT

Before the extra work is performed, the Contractor shall submit a proposed price for approval by the Engineer, and shall have received the written approval of the Engineer prior to commencing the proposed extra work.

The Engineer will measure each Force Account item as defined in the proposed price approved in accordance with Paragraph (e) of "Changes in the Work" in the General Conditions.

Payment for each Force Account item will be in accordance with the pre-approved proposed price.

Payment for Force Account (SET) shall be paid for on an extra work basis not to exceed the contract set price.

S-2 EXCAVATION

S-2.1 DESCRIPTION

Excavation of the specified materials shown on the plans shall be done in accordance with Section 205 of the Standard Specifications except as otherwise modified herein.

S-2.2 CONSTRUCTION REQUIREMENTS

Erosion control measures shall be in place prior to the commencing of any work on the site in accordance with the "Temporary Erosion and Pollution Control" section. If the erosion control measures are not effective or are not approved by the City Engineer, all excavation and other site work shall be halted until such time as the erosion control measures are approved.

S-2.2.1 Rough grading

Areas to be graded shall be cut to the approved subgrade elevations. The graded area shall have adequate drainage at all times. All ditches and channels shall be kept free of debris or obstructions. Erosion control measures shall be taken to protect downstream drainage systems from pollution, sedimentation or erosion caused by grading operations. Any pollution or damage occurring shall be the responsibility of the contractor.

S-2.2.2 Excavation

Excavation to the finish graded section for construction shall be considered Unclassified Excavation.

All stable and suitable materials from excavation shall be used as far as practicable for fills as shown on the drawings.

Suitable materials shall be defined as entirely imperishable material with that portion passing the No. 40 Sieve having a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D 4318.

For privately funded street improvements, the Engineer shall provide a geotechnical report for approval by the City Engineer. The geotechnical report shall analyze proposed subgrade materials and make recommendations for fly ash or other soil modification as required to meet the soil stability requirements in this specification.

Unsuitable material encountered in the subgrade during construction shall be removed, wasted, and suitable backfill placed in accordance with "Compaction of Earthwork". All waste sites shall be provided by the Contractor and approved by the City Engineer.

Unstable material is considered to be material that has moisture content above the plastic limit of the soil. Suitable material with excess moisture caused by the Contractor's negligent operations is not classified as unstable excavation. Excavate and use unstable material in accordance with Subsection 205.4.d.

Where rock, shale or similar material is found, the excavation shall be carried 15 inches below the subgrade for the full width of the paved area, plus an additional width for form work for curbs, catch basins, curb inlets, etc. The excavated area shall be backfilled to the subgrade and shoulder elevations with suitable materials, and compacted as described in "Compaction of Earthwork".

No separate payment will be made for undercutting and overbreakage in rock excavation and for backfilling and compacting this area with the materials as shown in the plans.

S-2.2.3 Boring Logs

The logs of the soil borings are included in the Appendix section of these specifications. The logs are furnished by the Owner for information only and are not guaranteed to be accurate or representative of all subsurface materials and conditions that will be encountered.

S-2.3 MEASUREMENT AND PAYMENT

Payment for this work shall be based on plan quantity and will be paid for at the contract unit price bid per cubic yard for "Unclassified Excavation".

The Engineer will measure excavation of unstable and unsuitable material by the cubic yard. The Contractor shall conduct his operation in such a way that the Engineer can take the necessary cross sectional measurements before the backfill is placed.

Payment for Excavation (“Unsuitable”) and Excavation (“Unstable”) at the contract unit prices bid is full compensation for the specified work. No additional payment will be made for backfilling and compacting these areas with suitable material.

S-3 EXCAVATION AND BACKFILL FOR STRUCTURES

S-3.1 DESCRIPTION

Work under this item shall consist of all necessary excavation for structures including the removal and disposal of all excess excavated materials, backfill around the completed structural element and related work. All work shall be done in accordance with Section 204 of the Standard Specifications and the following requirements.

S-3.2 CONSTRUCTION REQUIREMENTS

S-3.2.1 Excavation and Removals

All removal work which might endanger the new structure shall be completed before any work on the new structure is started. Partial removals of any structure or adjustments of any utility shall be made with care to preserve the value of the retained portions. Work around any live utility shall be done in such a manner that uninterrupted service can be maintained, or relocated. Excavated material which is unsuitable for backfill and excess material not required for backfill shall be disposed of off-site at an approved disposal site in compliance with local, federal and state regulations.

S-3.2.2 Backfill

Backfill material shall be free from large or frozen lumps greater than 3 inches, wood, or other extraneous material. All spaces excavated and not occupied by the new structure or by porous backfill shall be refilled with earth to the original ground surface or to the finished ground lines shown on the plans. No measurement will be made of backfill or compaction of backfill around structures except that portion above the original ground line which is situated within an embankment designated to be compacted. All backfill shall be thoroughly compacted and its top surface neatly graded. The backfill at abutments which fall within the limits of the roadbed, shall be placed in successive 6 inch lifts and uniformly compacted to a minimum of Type AA, MR 3-3 in accordance with Section 205 of the Standard Specifications. Backfill placed adjacent to walls shall be compacted with light equipment to prevent over stressing the walls. Backfill placed around piers shall be kept at approximately the same elevation on opposing sides. Areas to receive fill shall be stripped of all vegetation and topsoil prior to placement of fill. Existing slopes greater than 4 horizontal to 1 vertical shall be benched to assure adequate bonding between existing slope and the fill.

S-3.3 MEASUREMENT AND PAYMENT

Excavation and backfill around any structure will not be paid for directly, but shall be considered subsidiary to other bid items in the contract.

S-4 AB-3 OVERLAND PARK MODIFIED

S-4.1 DESCRIPTION

AB-3 Overland Park Modified shall be supplied in accordance with Section 1104 of the Standard Specifications, except as otherwise modified herein.

S-4.2 MATERIALS

Paragraph 1104.2(a) composition shall be modified so that the AB-3 Overland Park modified shall consist of 100% limestone or dolomite produced by mechanical crushing.

Table 1104-1: Gradation and Plasticity of Aggregates for Aggregate Base Construction shall be modified so that the AB-3 Overland Park modified shall have the gradation shown on line AB-3; however, the P.I. shall be between 0 and 5 and the liquid limit shall be 25 maximum.

The material shall be mixed with water in a stationary plant, before delivery to the project site, to obtain the moisture content as directed by the City Engineer.

S-4.3 CERTIFICATION OF THE MATERIAL

The Contractor shall submit with the delivery of the material to the project, a certificate indicating the gradation, plasticity index, and the moisture-density relationships of the material using ASTM D698 complies with the above material specification.

S-5 CONCRETE CONSTRUCTION

S-5.1 DESCRIPTION

All concrete construction shall meet the requirements of Section 401 of the Standard Specifications except as otherwise modified herein.

S-5.2 MATERIALS

S-5.2.1 Mix Designs

The mix designs shall be approved by the Kansas City Metro Materials Board as meeting the designation "KCMMB 4K "

S-5.2.2 Ready-mixed Concrete

Ready-mixed concrete shall be mixed and placed in accordance with the requirements of the Standard Specifications, except that ready-mixed concrete shall be transported with agitation, and such concrete shall not be used when the cement has been in contact with the water more than one hour before it is placed. All concrete shall meet the slump requirements specified. Any addition of water shall be in accordance with the KCMMB specification and prior approval of the Engineer. A diligent effort shall be made by the Contractor and the ready-mix concrete producer to deliver concrete at regular intervals, and to maintain a uniform mix throughout each concrete pour. Concrete shall be delivered at intervals frequent enough to prevent any cold joints.

S-5.2.3 Structural Concrete Construction

All concrete used in construction of reinforced box culverts, concrete bridges, retaining walls, and headwalls shall be classified as KCMMB 5K. The actual mixed proportions of cement, aggregates and water shall be determined by the Contractor.

S-5.2.4 KCMMB 4K Construction

All concrete used in construction of concrete pavement and driveways, curbs and gutters, storm sewer inlets and junction boxes, concrete inverts, aprons, collars, sidewalks, integral sidewalk retaining walls, concrete ditch liner, and median noses shall be classified as KCMMB 4K. The actual mixed proportions of cement, aggregates and water shall be determined by the Contractor.

S-5.2.5 High Early Strength KCMMB 4K Concrete

High Early Strength KCMMB 4K shall conform to the requirements of KCMMB 4K Concrete, except that it shall have a minimum compressive strength of 3,000 pounds per square inch in 24 hours. Early strength may be achieved by the addition of non-chloride accelerating admixture.

S-5.2.6 Curing

Wet covering and waterproof covering shall conform to KDOT Sections 1405- 1407 of the Standard Specifications. Provide liquid membrane forming compound that complies with as specified in AASHTO M148 for Type 1-D, clear or translucent with fugitive dye, or Type 2, White Pigmented Compound.

S-5.2.7 Reinforcing Steel

S-5.2.7.1 Reinforcing bars shall be in accordance with "Reinforcing Steel".

S-5.2.7.2 Welded wire fabric shall conform to the requirements of ASTM A 185, Grade 60 and shall be supplied in sheets. Rolls shall not be used.

S-5.2.8 Water

Water shall be clean and free from deleterious substances.

S-5.3 CONSTRUCTION REQUIREMENTS

S-5.3.1 Placement and Curing

The Contractor shall provide 24 hours notice of his intention to place concrete to allow for adequate supervision.

Table 710-1 of the Standard Specifications shall be modified to require a minimum curing period of 5 days for Other Formed Surfaces.

S-5.3.2 Admixtures

KCMMB Concrete shall not be supplied with any admixtures designated as (Optional) in the Mix Design Testing Data without prior approval of the City Engineer.

Concrete admixtures will not be added to concrete after leaving the batch plant without approval of the City Engineer.

S-5.3.3 Forms

Forms shall be of steel or wood, free from warp and shall be sufficiently strong and rigid and securely staked and braced to obtain a finished product correct to the dimensions, lines and grades required. All forms must be cleaned and oiled before each use. In no case shall forms obstruct the waterways of the storm sewer system.

S-5.3.4 Special Weather Conditions

S-5.3.4.1 Cold Weather

The Contractor shall comply fully with the provisions of ACI 306.1-90 as modified below:

5.3.4.1.1 Average daily temperatures as defined in ACI 306.1-90 will be determined and recorded by the City Engineer.

5.3.4.1.2 Concrete temperatures will be determined through the use of high-low thermometers placed and operated by the City below insulated blankets, or where the concrete is uncovered, by checking air temperatures. Uncovered concrete, which has been subjected to freezing temperatures of any duration during the first 24 hours will be considered "frozen," and shall be rejected.

5.3.4.1.3 The months of December, January and February will be considered "Cold Weather" and will require concrete protection, regardless of temperature.

5.3.4.1.4 Concrete shall reach 75% of its design strength prior to backfilling. This strength can be determined through the use of field-cured cylinders, made and tested at contractor's expense. Concrete must have 5 days where the average daily temperature is above 50 degrees F prior to backfilling unless field cured cylinders are taken. These days do not need to be consecutive.

S-5.3.4.2 Concrete operations in hot weather shall conform to Section 402.07 (a) of the Standard Specifications.

S-5.3.5 Backfill

Backfill of concrete structures shall be in accordance with Section 204.3.f of the Standard Specifications.

S-5.3.6 Strength Acceptance Requirements

Cylinders used for determination of concrete strength shall be sampled and field cured in accordance with KT-22, and tested in accordance with ASTM C39. Testing frequency shall be in accordance with the City Sampling and Testing Frequency Chart. All KCMMB 4K concrete shall have a minimum compressive strength of 4000 psi at 28 days. Concrete not meeting these strength requirements as determined by ACI 318-11 Section 5.6.3.3 shall be removed and replaced at the contractor's expense.

S-5.4 MEASUREMENT AND PAYMENT

The Engineer will measure the KCMMB 4K structural concrete construction by the cubic yard.

No direct payment will be made for KCMMB 4K construction as it shall be considered subsidiary to other bid items. For these items payment for "KCMMB 4K Concrete" at the contract unit price bid is full compensation for the specified work.

S-6 SAWING

S-6.1 MEASUREMENT AND PAYMENT

All required sawing including curb and gutter, removal and replacement, and any other sawing shall be subsidiary to other bid items.

S-7 PORTLAND CEMENT CONCRETE PAVEMENT

S-7.1 SUMMARY

This section includes the construction of Portland cement concrete pavement. This work shall be performed in accordance with Section 502 of the Standard Specifications as modified by KDOT Special Provision 07-05003, latest revision, except as otherwise modified herein.

S-7.2 MATERIALS

S-7.2.1 Concrete

Concrete shall conform to the specifications for Kansas City Metro Materials Board (KCMMB) 4K Concrete.

S-7.2.2 Entrained Air Content

Air entrainment shall be accomplished by addition of an approved air entraining agent.

Air content shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. The intended content of finished concrete is 6.0% and the "target" air content in front of the paver shall be determined to account for air loss during consolidation of concrete during slip form paving. The difference between the before and after paver air contents for a given location shall be considered the "air loss".

On the first day of paving, the "air loss" and "target" air content shall be established. Samples shall be taken at the point of acceptance (behind the paver) by the Contractor. The air loss shall be determined at a minimum of two locations. The air loss from both locations shall be averaged and added to 6.0% to establish the target air content, rounded to the next higher 0.5%. After the air loss has been established, the air content before the paver shall be the target air content plus 1.5% or minus 1.0%.

Once the target air content and air loss has been established, the air content shall be tested before the paver and shall be the target air content plus 1.5% or minus 1.0%. The air loss shall be checked at intervals determined by the City Engineer. A new target air content shall be established if the average air loss from two consecutive tests deviates by more than 0.5% from the air loss.

All testing required to establish and maintain the target air content is the responsibility and at the expense of the Contractor. No separate payment will be make for any Contractor testing required.

S-7.2.3 Forms

All forms shall be in good condition, clean, and free from imperfections. Each form shall not vary more than 1/8 inch in horizontal and vertical alignment for each 10 feet of length.

S-7.2.3.1 Material & Size

Forms shall be made of metal and shall have a height equal to or greater than the prescribed edge thickness of the pavement slab.

S-7.2.3.2 Strength

Forms shall be of such cross-section and strength, and so secured as to resist the pressure of the concrete when struck off, vibrated, and finished, and the impact and vibration of any equipment that they may support.

S-7.2.4 Reinforcement

S-7.2.4.1 Steel Bars

Steel bars for concrete reinforcement shall conform to Subsection 1601 of the Standard Specifications as modified by KDOT Special Provision 07-16001-R01. Epoxy coated deformed steel bars for concrete reinforcement shall conform to Subsection 1602 of the Standard Specifications as modified by KDOT Special Provision 07-16006.

S-7.2.4.2 Welded Steel Wire

Welded steel wire fabric shall conform to Subsection 1603 of the Standard Specifications.

S-7.2.4.3 Supporting Elements

Representative samples of supporting elements shall be submitted and approved by the City Engineer prior to their use in the project. Supporting elements shall be epoxy coated.

S-7.2.5 Expansion Joint Fillers

Expansion joint fillers shall conform to ASTM D 1752-04a, Section 4.1. Expansion joint material shall be compatible with hot-poured joint sealing compounds.

S-7.2.6 Joint Sealing Compounds

Hot-poured joint sealing compounds shall conform to Subsection 1501 of the Standard Specifications.

S-7.2.7 Curing Membrane

All material to be used or employed in curing Portland cement concrete must be approved by the City Engineer prior to its use. It shall be of the liquid membrane type and shall conform to ASTM C 309, Type II, Class B.

S-7.3 CONSTRUCTION REQUIREMENTS

Portland cement concrete pavement shall be constructed to the configuration, and to the lines and grades shown on the plans.

S-7.3.1 Grading and Subgrade Preparation

All excavation or embankment shall be as defined in the specifications. If areas of the subgrade are below the lines and grades shown on the plans, they shall be brought to the proper line and grade by additional fill material placed in accordance with "Compaction of Earthwork". When forms are used, the top surface of the subgrade shall be checked with a template riding on the forms to assure full thickness of pavement.

S-7.3.2 Forms

S-7.3.2.1 Installation

Forms shall be set true to line and grade, supported through their length and, joined neatly in such a manner that the joints are free from movement in any direction.

S-7.3.2.2 Preparation

Forms shall be cleaned and lubricated prior to each use and shall be so designed to permit their removal without damage to the new concrete.

S-7.3.3 Joints

Joints shall be formed at right angles to the true alignment of the pavement and to the depths and configuration specified by the appropriate standard or as modified by the plans and specifications. The required material shall be furnished and placed by the Contractor. Sufficient fastenings shall be used to insure joint assemblies and materials remaining in position during the entire period of concrete placing, striking off, vibrating and finishing.

S-7.3.3.1 Expansion joints

Expansion joints shall be placed at all locations where shown on the plans and standards or as directed by the City Engineer.

Expansion joints shall extend the entire width of the pavement and extend from the subgrade. The material will have a suitable tear strip or removable expansion board cap provided to allow for the application of the joint sealer.

Under no circumstances shall any concrete be left across the expansion joint at any point.

7.3.3.1.1 Material

Expansion joints shall be formed by a one piece, 1 inch thick preformed joint filler cut to the configuration of the correct pavement section.

7.3.3.1.2 Stability

Expansion joints shall be secured in such a manner that they will not be disturbed during the placement, consolidation and finishing of the concrete.

7.3.3.1.3 Dowels

Expansion joints that are specified to be equipped with dowels shall have dowels of the size and type specified, and shall be firmly supported in place, by means of a dowel basket that shall remain in place. One half of each dowel shall be lightly painted or lubricated with a product approved by the City Engineer. All dowels shall be epoxy coated meeting the requirements of ASTM A934. Epoxy coating shall have a minimum 10 mil thickness.

S-7.3.3.2 Contraction joints

Contraction joints shall be placed where indicated and to the depth indicated by the plans, specifications and standards.

7.3.3.2.1 Method

Longitudinal and transverse contraction joints shall be sawed. When sawing joints, the contractor shall begin as soon as the concrete hardens sufficiently to prevent excessive raveling along the saw cut and shall finish before conditions induce uncontrolled cracks, regardless of the time or weather. The cut shall be approximately 1/4 inch wide, and the depth shall be one-third the thickness of the slab (minimum) or as shown in the plans.

7.3.3.2.2 Dowels

Dowels for contraction joints shall be of the size and type specified and shall be firmly supported in place and accurately aligned parallel to the pavement line and grade with an allowable tolerance of 1/8 inch. All dowels shall be epoxy coated meeting the requirements of ASTM A934 with a minimum of 10 mil thickness.

S-7.3.3.3 Longitudinal and Construction joints

Longitudinal joints or construction joints shall be placed as shown on the plans or where the Contractor's construction procedure may require them to be placed. Longitudinal construction joints (joints between construction lanes) shall be tied joints of the dimensions shown on the plans or standards.

Keyways shall not be allowed.

All construction joint tie bars shall be drilled and epoxy coated.

S-7.3.3.4 Center joints

Longitudinal center joints shall be constructed using the methods specified in "Contraction joints."

S-7.3.3.5 Transverse Construction joints

Transverse construction joints of the type shown on the plans or standards shall be placed wherever concrete placement is suspended for more than 30 minutes. The joint shall be placed in a location consistent with a planned contraction or expansion joint.

S-7.3.3.6 Tie bars

Tie bars shall be of epoxy coated deformed steel of the dimensions specified by the plans or standards. Tie bars shall be installed at the specified spacing and secured firmly so as not to be disturbed by the construction procedure.

Tie bars shall be evenly spaced along the length of the slab and no tie bar shall be within 2 feet of a contraction joint. Tie bars shall be supported in the proper position by chairs driven into the subgrade, or may be placed by approved mechanical methods into the plastic concrete within the limits of the finishing screed. Tie bars shall NOT be inserted by driving (or “poking”) them into the finished consolidated concrete.

S-7.3.3.7 Plastic Filler

After the pavement has been properly cured all open joints including expansion joints, construction joints, and the joints between the pavement and other structures, if any, shall be cleaned and poured full of a hot-poured joint sealing compound. The joint sealing compound shall be heated in a

heater specifically manufactured for this purpose. The heat shall be controlled to within 20° F of the manufacturers recommended application temperature by a thermostat and the compound shall not be permitted to come in contact with the open flame which shall be contained in an oil bath. The compound shall be agitated to prevent segregation. The melted compound shall be poured so that the joint is filled to the level of the adjacent concrete pavement surface.

Joints shall be clean and dry before seal is poured.

S-7.3.4 Placing, Finishing, Curing, and Protection

Concrete shall be furnished in quantities required for immediate use and shall be placed in accordance with the requirements of the Standard Specifications. Prior to commencing construction, the contractor shall furnish a concrete delivery plan which includes at a minimum the number of trucks which will be dedicated to the project, the location of the concrete plant, the route and distance from the plant to the job site, and the anticipated rate of concrete usage. It is essential that concrete be delivered in sufficient quantities to prevent stoppage of the paving operation.

The concrete supplier shall have a representative on-site at all times for concrete placement operations over 200 cubic yards.

S-7.3.4.1 Concrete Placement

The concrete shall be deposited on the subgrade to the required depth and width of the construction lane in successive batches and in a continuous operation without the use of intermediate forms or bulkheads. The subgrade shall be moistened prior to the placement of concrete. The concrete shall be placed as uniformly as possible in order to minimize the amount of additional spreading necessary. While being placed, the concrete shall be vibrated and compacted with suitable tools so that the formation of voids or honeycomb pockets is prevented.

When it is necessary to drop concrete a distance of more than three feet, troughs, pipes, or chutes shall be used as aids in placing concrete and shall be arranged and used in such a manner that ingredients of the concrete shall not be separated. Where steep slopes are required, the chutes shall be equipped with baffle boards or short lengths that reverse the direction of movement. All chutes, troughs and pipes and reinforcing steel shall be kept clean and free from coatings of hardened concrete. All troughs and chutes shall be either metal or metal lined and shall extend as nearly as possible to the point of deposit. Depositing in a large quantity at any point and running or working it along the forms in a manner which will cause segregation or separation will not be permitted. At no time shall concrete be dropped freely a distance of more than three feet.

The concrete shall be well vibrated and tamped against the forms and along all joints. Care shall be taken in the distribution of the concrete to deposit a sufficient volume along the outside form lines so that the curb section can be consolidated and finished simultaneously with the slab.

No concrete shall be placed around manholes or other structures until they have been brought to the required grade, alignment, and cross slope.

Concrete shall not be allowed to extrude below the forms.

S-7.3.4.2 Concrete Finishing Methods

The pavement shall be struck off and consolidated with a mechanical finishing machine. Hand finishing methods may be used for small or irregular areas. Furnish paving and finishing equipment applicable to the type of construction as follows:

7.3.4.2.1 Slip-form Machines

A self-propelled slip form paving machine shall be used for all mainline Portland Cement Concrete Paving operations where the design speed is 40 mph or above. The slip form paver shall meet the requirements set forth in Section 154.5 of the Standard Specifications and be capable of paving at least a 24 feet wide section in a single pass.

7.3.4.2.2 Self-Propelled Form-Riding Machines

Shall not be used without approval of the City Engineer.

7.3.4.2.3 Manual Fixed-Form Paving Machines

Shall not be used without approval of the City Engineer.

7.3.4.2.4 Hand Methods

If hand operated equipment is used, the concrete pavement shall be struck off with a vibratory screed, cut to the crown of the pavement and weighing not less than fifteen pounds per linear foot. The screed shall rest on the side forms and be drawn forward with a sawing motion. A depth of at least two inches of concrete shall be carried in front of the strike-off screed for the full width of the slab, whenever the screed is being drawn forward. In hand finishing, the vibrating shall be so executed that all voids in a body of the concrete are closed and porous places on the surface of the concrete eliminated. Additional concrete shall be added to the remaining low places and porous spots, and the concrete restock and revibrated. The striking and compacting shall continue until the entire pavement has a uniform, even surface that is free from porous or rough spots, waves or depressions, has the required crown, and is at the specified grade.

The system and methods of vibrating shall be subject to approval of the City Engineer. Vibrating equipment shall, under no circumstances, be used as a tool for moving concrete laterally on the grade.

The concrete pavement shall be uniform in appearance, composition, density and strength. All strike boards shall be straight, free from warp, shod on the striking surface with a strip of steel, and have the required crown. They shall be not less than two feet longer than the width of the pavement unit under construction and they shall be equipped with handles so constructed that the workmen can easily manipulate them in the manner required. All strike boards and templates shall be kept well-oiled and protected so that they will not warp or twist.

S-7.3.4.3 Concrete Finishing

7.3.4.3.1 Floating

All surfaces shall be consolidated and floated within 15 minutes of initial concrete placement and prior to final surface finish.

7.3.4.3.2 Straight edging

Straight edging in conformance with the specifications shall be used when the optional smoothness section is not used.

7.3.4.3.3 Surface Tolerance

After the longitudinal floating has been completed and the excess water has been removed, and while the concrete is still plastic, the slab shall be tested for trueness with a highway straightedge. The highway straightedge shall be held in successive positions parallel to the road centerline in contact with the surface and the whole area worked from one side of the slab to the other as necessary. Advancement along the pavement shall be in successive stages of not more than one half the length of the highway straightedge. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. The surface shall be checked longitudinally while concrete is still plastic; correcting any surface deviations greater than 1/8 inch in 10 feet.

7.3.4.3.4 Edging

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be finished to 1/8 inch radius, or that shown on the plans or standards by the paving equipment, or with hand edging tools.

7.3.4.3.5 Final Surface Finish

7.3.4.3.6 Dragged Surface Treatment

Burlap shall be dragged longitudinally over the finished surface to produce a tight, uniform, textured surface, and the edges shall be rounded in a workmanlike manner for roadways with a design speed of 45 MPH or to be posted 45 MPH or less. The texture achieved by the burlap drag shall be tested by the Contractor in accordance with ASTM E 965, "Test Method for Measuring Surface Macrotexture Depth Using a Sand Volumetric Technique", to ensure the texture is adequate for skid resistance when this surface treatment is used for roadways to be posted 50 MPH or more. The City Engineer will determine test locations. The results of ASTM E 965 shall show an average texture depth of any lot, as defined below, shall have a minimum value of 0.032 inch. Any lot showing an average of less than 0.032 inch but equal to or greater than 0.024 inch will be accepted as substantial compliance but the contractor shall amend their operation to achieve the required 0.032 inch minimum depth. (It is not the intention of this tolerance to allow the contractor to continuously pave with an average texture depth of less than

0.032 inch). Any lot showing an average texture depth of less than 0.024 inch shall require diamond grinding of the pavement represented by this lot to attain the necessary texture. Any individual test showing a texture depth of less than 0.020 inch shall require diamond grinding of the pavement represented by this lot to attain the necessary texture. Limits of any failing individual test shall be determined by running additional tests at 100 foot intervals before and after the failing test location. All testing of the surface texture shall be completed no later than the day following pavement placement.

7.3.4.3.7 Curing

As soon as practical after the concrete is finished it shall be cured with liquid curing membrane applied in accordance with the manufacturer's directions.

7.3.4.3.8 Method of Applying Curing Membrane

A nozzle producing a uniform fan pattern will be used on all spray equipment when applying the liquid curing membrane. The curing compound should be applied after final finishing operations have been completed, and immediately after the free water has left the surface of the concrete. Two smooth coats shall be used to ensure complete coverage and effective protection, with each coat applied at an application rate not less than 300 square feet per gallon.

7.3.4.3.9 Curing Formed Surfaces

If the forms are removed from finished concrete pavement within a period of 72 hours or if a slip form paving machine has been used, these surfaces shall also be cured. The Contractor shall repair curing membrane damaged by joint sawing operations as directed by the City Engineer.

S-7.3.4.4 Protection

The Contractor shall, at his own expense, protect the concrete work against damage or defacement of any kind until the City Engineer has accepted it.

All vehicular traffic shall be prohibited from using the new concrete pavement until it has attained strength in accordance with Section 502 of the Standard Specifications with the following revision:

Delete Section 502.3.i.(3).(a) and replace with:

(a) Construction Traffic Only

The compressive strength of the pavement shall meet or exceed 2800 psi. Compressive strength shall be determined by testing in accordance with ASTM C39, or by the use of calibrated maturity meters. If testing is not done, a four (4) day curing period shall be observed before motorized traffic is allowed on the pavement. All costs associated with calibration of the maturity meter testing required for opening pavement to traffic shall be subsidiary to other bid items.

The Contractor shall submit a maturity testing proposal to the City Engineer and receive approval at least 30 days prior to any concrete paving. Maturity meter readings shall be taken with the Owner's representative present.

The compressive strength of the pavement shall meet or exceed 4000 psi at 28 days of cure. The compressive strength shall be determined by testing in accordance with ASTM C39.

Provide protection to keep foreign material out of the unsealed joints by an approved method.

Concrete pavement that is not acceptable to the City Engineer because of damage or defacement, shall be removed and replaced, or repaired to the satisfaction of the City Engineer, at the expense of the Contractor.

S-7.3.4.5 Diamond Grinding

Grind the riding surface to reduce or eliminate the irregularities.

Use a self-propelled grinding machine with diamond blades mounted on a multi-blade arbor. Avoid using equipment that causes excessive ravels, aggregate fractures, or spalls. Provide uniform texture the full width of the lane. Transverse grooving will not be required.

Use vacuum equipment or other continuous methods to remove grinding slurry and residue. Prevent the grinding slurry from flowing across lanes being used by traffic.

After corrections have been made to the riding surface, test the pavement for smoothness using the same technique used to determine smoothness originally. Furnish and operate the smoothness measurement equipment, and evaluate the results as specified.

Where smoothness is determined through the use of a profilograph, run two traces in each lane that has been corrected. Run one trace three feet from the longitudinal joint between the lanes, and another trace three feet from the shoulder or curb edge of the lane. Assure that a trained and certified operator performs the profilograph testing and evaluation. Within two days after the corrections to the riding surface are made, furnish the City Engineer with the profilogram and its evaluation.

Evaluate the profilogram of the corrected riding surface in 250 foot sections per lane. The required profile index per trace is 15 inches per mile.

Perform additional grinding as required to attain the required profile index. Correct all deviations (in excess of 1/2 inch in a length of 25 feet) within each section regardless of the profile index value.

S-7.3.4.6 Temperature Limitation

Concrete work shall be in accordance with the requirements of Concrete Construction specification.

S-7.3.5 Backfill

A minimum of 24 hours shall elapse before forms are removed and 5 days shall elapse, or the concrete must have attained 75% of its 28-day compressive strength, before pavement is backfilled unless otherwise approved by the City Engineer. Backfill shall be accomplished in accordance with the specifications.

The Contractor shall be responsible for the repair of any existing street pavement damaged by the construction to the satisfaction of the City Engineer.

S-7.3.6 Joint Sealing and Cleanup

All joints shall be sealed with an approved joint sealer meeting the requirements of the Standard Specifications applied in accordance with the manufacturer's directions within 7 days of the placement of the concrete and prior to the opening of the pavement to traffic.

The Contractor shall be responsible for the removal of excess dirt, rock, broken concrete, concrete splatters, and over spray from the area of the construction.

S-7.3.7 Pavement Smoothness and Surface Defects

Concrete pavement smoothness shall be in conformance with Section 502 of the Standard Specifications except as modified herein.

Average profile index shall be 710 mm/km or less per 0.1 km section.

No price adjustments will be made based on profilograph results.

S-7.3.8 Repairing Defects

Contractor shall develop and submit a plan to the City Engineer for approval of repair methods prior to beginning any corrective work. The repair methods should at a minimum meet the requirements of 502.3.k.

S-7.4 MEASUREMENT AND PAYMENT

The Engineer will measure portland cement concrete pavement by square yard or tenth part thereof for the specified depth.

Payment for portland cement “Concrete Pavement” of the specified thickness and type at the unit price bid is full compensation for the specified work. No additional payment will be made for concrete pavement smoothness; this shall be subsidiary to “Concrete Pavement”.

S-8 CURB CONSTRUCTION

S-8.1 DESCRIPTION

Concrete curb shall be installed, or removed and replaced as shown on the plans and in accordance with the requirements of the ”Concrete Construction” specification and Section 825 of the Standard Specifications except as otherwise modified herein.

S-8.2 MATERIALS

S-8.2.1 Reinforcing Steel

Reinforcement for curb and gutter shall be three No. 4 bars in accordance with “Reinforcing Steel”.

S-8.2.2 Concrete

Concrete for curb and gutter shall be in accordance with “Concrete Construction”.

S-8.3 CONSTRUCTION REQUIREMENTS

S-8.3.1 Concrete Placement

A slip form curb machine, with electronic control, shall be required on all continuous curb construction of lengths greater than 100 feet.

The concrete shall not be placed until the subgrade has been inspected for compaction and moisture. The concrete shall be consolidated with an approved internal type vibrator. The surface shall be shaped by use of a steel tool to produce the sections shown on the drawings. The edges shall be rounded with edgers to form the radii indicated on the drawings.

The surfaces shall be finished with a wooden or metallic float and brushed. All concrete shall be cured in accordance with the ”Concrete Construction” specification.

S-8.3.2 Reinforcement

No reinforcement shall be required when curb and gutter is laid on four inches or more of asphaltic concrete base.

S-8.3.3 Joints

All joints shall be formed at right angles to the alignment of the curbing.

S-8.3.3.1 Expansion Joints

Expansion joints shall be placed at points of curvature, curb returns, curb inlet transitions, and at intervals not to exceed 250 feet. The expansion joints shall consist of one-half inch premoulded bituminous, nonextruding and resilient expansion joint material cut to the configuration of the curb section. The material shall extend through the full curb section. The edges of the joints shall be rounded with an edging tool of one-quarter inch radius.

After curing, the joints shall be sealed with urethane sealant meeting ASTM C 920. The sealant shall be Class 35 (±35% Joint Movement), Type S and Grade NS.

S-8.3.3.2 Contraction Joints

Curbing shall have contraction joints formed at 15 feet intervals. They shall extend across the entire curb section. The cut shall be approximately 1/4 inch wide, and the depth shall be one-third the thickness of the curb (minimum) or as shown in the plans. The contraction joints may be formed by any approved method. If sawing joints, the contractor shall begin as soon as the concrete hardens sufficiently to prevent excessive raveling along the saw cut and shall finish before conditions induce uncontrolled cracks, regardless of the time or weather.

S-8.3.4 Line and Grade

The new concrete curb and gutter shall be accurately placed in accordance with the line and grade as established by the Engineer. Curbs shall be formed to the cross section as shown on the drawings with a mule; or templates supported on the side forms and with a float not less than 4 feet in length, for hand placed curb.

The finished surface of the curb and gutter shall be checked for no more than 1/4 inch deviation, by the use of a 10 foot straightedge, and corrected if necessary. Where grades are flat and while the concrete is still plastic, the drainage of the gutter should be checked with a 4 foot carpenter’s level.

S-8.3.5 Finish

The surfaces of curb and gutter shall be finished with a wooden or steel float and broomed. Brooming shall be perpendicular to the curb line. The brooming operation shall be so executed that the marks will be uniform in appearance and not more than one-sixteenth inch in depth. Brooming shall be completed before the concrete is in such condition that it will be torn or unduly roughened and before the concrete has attained its initial set.

S-8.3.6 Curing and Backfilling

S-8.3.6.1 Curing

Concrete curbs and gutters shall be cured in accordance with “Concrete Construction”.

S-8.3.6.2 Backfilling

Backfilling operations shall not commence prior to the completion of the curing period, or until the concrete attains 75% design strength, as shown by compressive tests of field cured cylinders. All backfill material shall consist of soil suitable for vegetation. The area shall be prepared such that sod can be placed on bare soil.

S-8.3.7 Removal and Replacement

S-8.3.7.1 Removal

Excavation, removal of concrete, concrete curbing, sidewalks, pavement material, or any other items required to be removed for the completion of this project shall be removed from the construction site and disposed of by the Contractor. The pavement shall be saw cut full depth in a true line a minimum of 2 inches in front of the section of curb marked to be removed. The concrete curb shall be sawed at each end of the section of curb marked to be removed. The curb shall be removed as not to disturb the adjacent pavement and adjacent curb. The Contractor will be responsible for repairing all damage to the pavement and curb and gutter resulting from his operations beyond the limits marked for repair.

S-8.3.7.2 Replacement

The subgrade shall be compacted as required by the plans and specifications, but not less than Type AA (MR-5), clean of any foreign material, and moistened prior to placing concrete. If additional fill is required for subgrade, aggregate designated as AB-3 shall be used in accordance with Section 1104 of the Standard Specifications, or as approved by the Engineer, and 95% compacted. The Contractor shall have available adequate hand or mechanical compaction equipment to accomplish the compaction as set forth in these Specifications. Concrete, as a base material, shall be placed in front of the new curb and shall have obtained 75% design strength, as shown by compressive tests of field cured cylinders, prior to placement of asphalt surface. The concrete shall be left below the existing surface by the surface thickness, and an asphaltic concrete surface shall be placed over the concrete and compacted. Concrete and asphalt in front of the new curb shall not be paid for directly but shall be considered subsidiary to the contract price bid per linear foot of the concrete curb type.

S-8.4 MEASUREMENT AND PAYMENT

The Engineer will measure the curb and gutter of the specified type by linear foot along the back of curb.

Payment for “Curb and Gutter, Combined” and “Curb” at the contract unit prices bid is full compensation for the specified work. Curb in front of sidewalk ramps, curb transitions, Type C curbs, and other locations not a standard width or section, will be paid for as "Curb and Gutter, Combined" of the more prevalent type unless otherwise specified.

Curbs constructed in front of existing inlets shall be paid for at the contract unit price bid per linear foot of concrete curb. (See Standard Curb Inlet Detail).

No direct payment shall be made for sawing as it shall be considered subsidiary to “Curb Replacement”

S-9 CONCRETE SIDEWALK CONSTRUCTION

S-9.1 DESCRIPTION

All sidewalk construction shall be constructed to the lines and grades shown on the Drawings or established by the City Engineer.

S-9.2 MATERIALS

All sidewalks shall be constructed using Portland Cement Concrete or concrete paver brick. Portland Cement Concrete and concrete paver brick shall conform to "Concrete Construction" and "Concrete Paver Stones", respectively.

All concrete used in construction of sidewalks shall be classified as KCMMB 4K.

S-9.3 CONSTRUCTION REQUIREMENTS

All sidewalks shall be constructed in compliance with the American with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

S-9.3.1 Location

All public sidewalks constructed within the City shall be located in the public right-of-way or within a public sidewalk easement. The standard location shall be one foot from the right-of-way or easement line, except when a ditch section is used in RE Districts where they shall be one foot from the shoulder. Sidewalks shall be constructed to allow access to all pedestrian signal actuation devices.

S-9.3.2 Dimensions

The width of any sidewalk repair shall be the same as that being replaced. The width of new sidewalk construction shall be as indicated on the plans. The minimum width of public sidewalks shall be four feet with a five foot square passing space every 200 feet. The minimum width of public sidewalks along thoroughfare corridors shall be five feet. The minimum allowable thickness shall be four inches, except within a driveway approach area, where the minimum allowable thickness shall be six inches. Sidewalks constructed with concrete paver brick shall meet the following specifications: Four inches of concrete shall be used as a base plus one inch of bedding sand for the pavers. Edge restraint must be provided in any case to confine the paved section to the design dimensions.

S-9.3.3 Grades and Slopes

The grade or slope along the length of the walk shall be as near parallel to the street gradient as practical. The maximum longitudinal slope shall be one inch per foot, except where a variance from street grade has been approved by the City Engineer. The cross slope shown on the Overland Park Standard Details is one foot per 100 feet or 1%; with the intention of enforcing a 2% maximum with absolutely no tolerance for exceeding 2%, due to Federal requirements. This maximum cross slope standard also applies when the walk crosses drives and shall slope toward the street, except in RE Districts where a ditch section is used. The finish grade of the sidewalk shall be such that the slope of the finish grade between the curb and the sidewalk will not exceed one-half inch per foot and will not be less than one-quarter inch per foot and shall slope toward the street, except in RE Districts where a ditch section is used.

S-9.3.4 Subgrade Preparation

The subgrade shall be uniformly compacted to a Type B density of 90% with a moisture range of MR-90. The subgrade shall be evenly graded to the required subgrade elevation. All loose or extraneous material shall be removed from the subgrade and soft spots shall be uniformly recompacted prior to placement of concrete. Sidewalk concrete material shall not be placed on frozen subgrade. The Contractor shall have available adequate hand or mechanical compaction equipment to accomplish the compaction as set forth in these specifications. The subgrade shall be properly moistened prior to placing concrete.

S-9.3.5 Forms

All forms shall be sufficiently strong and rigid and securely staked and braced to obtain a finished product correct to the dimensions, lines and grades required. Forms may be of steel or wood at the option of the contractor.

Each form shall not vary more than one-quarter inch in longitudinal and vertical alignment for each ten feet in length. All forms must be cleaned and oiled before each use. A slip-form machine, equipped with electronics, may be used in lieu of forms. The machine shall be equipped with mechanical internal vibrators and shall be capable of placing the finished sidewalk to the correct cross section, line and grade as required in this section. Adjustments of the string line and/or slip-form machine shall be made to give a smooth and accurate line and grade.

S-9.3.6 Reinforcing

Reinforcing of sidewalks will not be required except in unusual conditions where the City Engineer may require reinforcing or welded wire fabric. When welded wire fabric is used it shall be placed two inches (2”) from the finished surface of the sidewalk. The reinforcement shall be supported using set spacing such that between the supports, the reinforcement does not deflect or sag excessively. There will be no direct payment for this item, and it shall be subsidiary to the unit price bid for sidewalk replacement.

S-9.3.7 Placing and Finishing Concrete

The contractor shall provide adequate tools and equipment to produce quality workmanship in placing and finishing concrete. The sidewalk and ramps shall be finished to the top of the forms and the surface finished with a wood or steel float and surface texture shall be a course broom finish transverse to the slope of the sidewalk or ramp. No “plastering” of the surface shall be permitted.

S-9.3.7.1 Contraction Joints

The sidewalk surface shall be marked off into nominal squares of dimensions equal to the width of the sidewalk with a maximum distance between joints of seven feet.

All joints in formed concrete sidewalks shall be tooled, except for Sidewalk Construction (5”). Joints shall be tooled after brooming to provide a "picture frame" appearance. A standard joint tool having a width of one-eighth inch and one inch deep having a lip radius of one-eighth inch to one-quarter inch shall be used in forming the joints. All joints for Sidewalk Construction (5”) shall be sawed per the jointing plan in the plans.

All joints in slip-formed concrete sidewalks shall be sawed. If sawing joints, the contractor shall begin as soon as the concrete hardens sufficiently to prevent excessive raveling along the saw cut and shall finish before conditions induce uncontrolled cracks, regardless of the time or weather.

S-9.3.7.2 Expansion Joints

Expansion joints shall be constructed at locations where the sidewalk abuts existing concrete curbs, driveways, and similar structures, and every two hundred fifty feet and as shown on approved plans. Expansion joints shall be formed with one-half inch prefabricated non-extruding filler and shall extend the full depth of the slab.

S-9.3.7.3 Mock-up for Sidewalk Construction (5”)

Construct a mock-up on location at the jobsite, selected by the Owner’s Representative. Size of the mock-up will be relevant to the scope of the project and show all the different patterns and finishes to be used in the final project. Construct mock-up using processes, materials and techniques intended for use on permanent work, including curing and finish procedures. Include samples of control, construction, and expansion joints in sample panels. Mock-up shall be produced by the individual workers who will perform the work for the project.

- Mock-ups shall remain through completion of work for use as a quality standard for finished work.
- Approved mock-up may be incorporated as part of the final work.

S-9.3.8 Curing Concrete

Sidewalk slabs shall be cured either by wet covering, waterproof covering, or liquid membrane-forming compound in accordance with "Concrete Construction". The curing period shall be a minimum of five days. Curing shall be commenced as soon as possible after the finishing operation and when the concrete has set sufficiently so that it will not be damaged in the process.

S-9.3.9 Backfilling Concrete

Backfilling operations shall not commence prior to the completion of the five day curing period, or until the concrete attains 75% of design strength. All backfill material shall consist of soil suitable for vegetation. The area shall be prepared such that sod can be placed on bare soil.

S-9.4 MEASUREMENT AND PAYMENT

The Engineer will measure the sidewalk construction by the square foot of exposed surface of specified thickness.

Payment for "Sidewalk Construction (4") and Sidewalk Construction (5") at the contract unit price bid is full compensation for the specified work.

S-10 SIDEWALK RAMPS

S-10.1 DESCRIPTION

This work shall be constructed in accordance with the lines and grades shown on the Drawings.

S-10.2 CONSTRUCTION REQUIREMENTS

S-10.2.1 Curb Return Verification

After the construction of the adjacent curb and gutter section, and not less than one week prior to the construction of all wheelchair ramps, the contractor shall verify that the curb return elevations and the location of the depressed section is constructed in conformance with the design drawings. If the absolute elevation of any of the control points shown in sidewalk ramp drawings is not within .5 inches, or if the relative difference between any two control points is not within .125 inches, or if the depression location is not within 1" of the design drawings, the contractor shall either 1) remove and replace the non-compliant curb, or 2) submit a shop drawing showing how the ramp can be constructed to be ADA compliant. In the event that the original design drawings showed a ramp with elements that were not ADA compliant, the shop drawing shall show that the proposed element is as or more ADA complaint than the original design drawing. If this cannot be accomplished, the curb shall be removed and replaced.

S-10.3 MEASUREMENT AND PAYMENT

The Engineer will measure sidewalk ramps by the square foot of final exposed area of the entire ramp minus any detectable warning area.

The Engineer will measure sidewalk ramps with a detectable warning surface by the square foot of final exposed area of the entire ramp including any detectable warning areas.

The Engineer will measure the detectable warning surface by the square foot of final exposed area. Final exposed area shall be that area exposed after installation of detectable warning surfaces and backfill operations are complete.

Payment for "Sidewalk Ramp (6"), Sidewalk Ramp with Detectable Warning Surface, and "Detectable Warning Surface" at the contract unit prices bid is full compensation for the specified work.

S-11 RED PAINT FOR CURB

S-1.1 DESCRIPTION

Prepare the concrete surfaces and apply a curb marking paint to the concrete curbs designated on the Plans or as directed by the Engineer.

S-1.2 MATERIALS

Provide a curb marking paint that complies with Kelly Moore Paints 1473 Curb Marking Paint Waterborne Semi Gloss or approved equal.

S-1.2.1 Color

The color shall be Kelly Moore 132 Red or approved equal.

S-1.3 APPLICATION

The paint shall be applied following the manufactures directions. Spraying will not be allowed. Adjacent concrete or asphalt pavement shall be protected using a masking method that prevents paint from being applied to the adjacent pavements.

S-1.4 MEASUREMENT AND PAYMENT

The Engineer will measure Red Paint for Curb by the square yard of final exposed surface.

Payment for "Red Paint for curb" at the contract unit price bid is full compensation for the specified work.

S-12 SODDING

S-12.1 DESCRIPTION

This work shall consist of furnishing and placing sod at those locations indicated on the plans or as designated by the Engineer in accordance with Section 906 of the Standard Specifications except as modified herein.

S-12.2 MATERIALS

S-12.2.1 Sod Types

The type of sod to be used will be Turf Type Fescue sod, . In the case of mixtures of Bluegrass and Zoysia sod, Zoysia shall be used unless otherwise directed by the Engineer.

S-12.2.2 Sod Material

All materials shall conform to the requirements of these Specifications and to Section 2104 of the Standard Specifications. The Contractor shall retain a person knowledgeable of the different types of sod to ascertain prior to bidding, the location and types of existing sods. Sod shall be of best quality Bluegrass, Zoysia, or Turf Type Fescue, not more than two years old, shall conform to the quality standards of Nursery Grown Sod as defined by the American Sod Producers Association, and shall meet the following standards:

S-12.2.2.1 Thickness of Cut: Sod shall be machine cut at a uniform soil thickness of 5/8 inch, plus or minus 1/4 inch, at the time of cutting. Measurement for thickness shall exclude top growth and thatch.

S-12.2.2.2 Pad Size: Individual pieces of sod shall be cut to the suppliers's standard width and length as approved by the Engineer. Maximum allowable deviation from standard widths and lengths shall be plus or minus 1/2 inch on width and plus or minus 5 percent on length. Broken pads and torn or uneven ends will not be acceptable.

S-12.2.2.3 Strength of Sod Sections: Standard size sections of sod shall be strong enough to support their own weight and should retain their size and shape when suspended vertically from a firm grasp on the upper 10 percent of the section.

S-12.2.2.4 Moisture Content: Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) will adversely affect its survival.

S-12.2.2.5 Mowing Height: Before stripping, sod shall be mowed uniformly at a height of 2 to 3 inches.

S-12.2.2.6 Thatch: Sod shall be relatively free of thatch, up to 1/2 inch allowable (uncompressed).

S-12.2.2.7 Diseases, Nematodes, and Insects: Sod shall be reasonably free of diseases, nematodes, and soil-borne insects. State nursery and/or plant materials' laws require that all sod entering inter-state commerce be inspected and approved for sale. The same applies to sod being shipped intra-state. The inspections and approval must be made by the state agricultural department, office of the state entomologist.

S-12.2.2.8 Weeds: Sod shall be free of objectionable grassy and broad leaf weeds. Sod shall be considered free of such weeds if less than 5 such plants are found per 200 square feet of area. Sod will not be acceptable if it contains any of the following weeds: quackgrass, Johnson grass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, wild garlic, ground ivy, perennial sorrel, bromegrass, bentgrass, and Bermuda grass.

S-12.2.3 Fertilizer

Fertilizer shall be of an approved commercial brand composed of "slow release nitrogen", 4-1-2 formula or similar, such as 18-5-9, for Kentucky Bluegrass and Fescue, 25-5-10 for Zoysia, shall conform to the State fertilizer laws, and shall conform to Section 2108 of the Standard Specifications.

Furnishing and placing fertilizer shall be in accordance with Section 902 of the Standard Specifications. Fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted. Fertilizer shall be placed prior to sodding at not less than 1 lb. of pure nitrogen per 1000 square feet of sodding area. Fertilizer shall be subsidiary to sodding bid items.

S-12.3 CONSTRUCTION REQUIREMENTS

S-12.3.1 Sod Season

Bluegrass and Fescue sod may be planted during the periods of March 1 to May 15 and September 1 to November 15. Bluegrass and Fescue sod may be planted during the period, November 15 to March 1, when the soil and sod is workable and with the approval of the Engineer. If sod is planted between November 15 and March 1, the Contractor will maintain the sod until 20 days after the beginning of the spring sodding season. The Engineer reserves the right to delay the sodding of all types of sod or to vary the permissible sodding seasons, due to weather, soil conditions, or for other causes.

Zoysia sod may be planted during the period April 1 to October 15.

S-12.3.2 Bed Preparation and Moisture Requirements

Where the width of the disturbed area to be sodded exceeds 18 inches, the area shall be widened to a uniform size by removing enough existing turf from behind the disturbed area, creating an area whose width is a multiple of 18 inches (width of sod roll). A clean edge should be established at the outer limits of the area to be sodded, so that good contact can be made between the new sod and the established turf.

Where the width of the disturbed area is less than 18 inches, enough existing turf shall be removed to create an area of uniform width, no less than six (6) inches.

All backfill shall consist of soil suitable for vegetation. The area shall be prepared such that sodding can be placed on bare soil. This will consist of cultivating, smoothing, removing of clods, surface stones 1 inch in diameter or larger, and weeds. All backfilling shall be subsidiary to other bid items.

Area to be sodded shall consist a minimum of 6 to 8 inches of top soil, free from clods, rocks, trash, and other debris. If the area has been severely compacted by heavy trucks or other equipment, it shall be cultivated to a depth of 6 to 8 inches by tilling or disking. Backfill areas shall be compacted to a sufficient density to prevent excessive settling after placement of sod. If footprints left by an adult walking across the area are more than 1/2 inch deep, the compaction is not sufficient.

Grade of the area shall be approximately 1 inch below desired final grade, to allow for the thickness of the sod.

S-12.3.3 Water

Water used in this work shall be furnished by the Contractor and will be suitable for irrigation and free from ingredients harmful to plant life. All watering equipment required for the work shall be furnished by the Contractor. Under no circumstances shall the Contractor use water except that metered from adjacent fire hydrants or public water lines.

S-12.3.4 Placing Sod

Sod strips shall be laid parallel with the ends staggered in a running bond pattern. Each successively laid strip shall be pressed firmly up against the one next to it or up against the edge of the existing turf, to ensure good contact with no overlapping. Sod shall be staked in places where the slope exceeds 3:1. Sod shall be staked with a minimum of two to four stakes per square yard or roll, as

determined by the Engineer. Stakes shall be of lath or similar materials and shall be driven six inches into the ground, leaving approximately 1/2 inch of the top above the sod line.

After placing sod, the area shall be tamped with a hand tamp or rolled with a lawn roller half filled with water. Rolling shall be done in a direction perpendicular to the direction in which the sod lengths were laid.

S-12.3.5 Sod Watering and Maintenance

After each days sod is placed, it shall be watered sufficiently to wet the sod pads and at least 2 inches of the sod bed. Thereafter in the absence of adequate rainfall, watering shall be performed daily and as often as necessary to keep the sod pads moist at all times. Watering by the Contractor shall continue until the roots of the sod are anchored in placed, and the sod is growing and accepted.

All sodded areas shall be mowed immediately prior to the Engineer's inspection for acceptance. Mowing is required to facilitate visual assessment and acceptability of the work. Mowing shall not be attempted until the sod is firmly rooted and secure in place. Not more than 1/3 of the grass leaf shall be removed. Any debris that would interfere with mowing shall be collected and removed.

S-12.3.6 Sod Acceptance

All sodded areas shall be kept free of weeds until the sod has been accepted.

All sodded areas shall be kept thoroughly watered by the Contractor for a period of 20 days after laying and as often as required thereafter, until completion of all other items of work in the contract. If sodding is the last item of work to be performed, the Contractor shall continue watering until all sod is growing and accepted.

The Contractor shall be fully responsible for the condition of the sod work until written notification that his obligation to maintain the sod is terminated, and the sod has been accepted. At that time the property owners shall be notified by the Engineer that further maintenance of the sod is their responsibility.

S-12.4 MEASUREMENT AND PAYMENT

The Engineer will measure sod of specified type by the square yard.

Payment for “Sod” at the contract unit price bid is full compensation for the specified work, including bed preparation, transporting, placing, firming, watering, cultivating, and maintaining the sod.

S-13 PIPE UNDERDRAIN

S-13.1 DESCRIPTION

At the locations determined by the engineer, underdrain shall be constructed in accordance with the plans and Section 822 of the Standard Specifications except as otherwise modified herein. All materials shall meet the requirements of Section 1907 of the Standard Specifications, except as otherwise modified herein. Under no circumstance shall Type H Pipe be installed within the same underdrain system as Type L Pipe.

S-13.2 MATERIALS

S-13.2.1 Pipe Underdrain

Pipe underdrain shall be Type H, PVC Corrugated Sewer Pipe with smooth interior and fittings in accordance with ASTM F 949, or, Type L, Corrugated Polyethylene Drainage Pipe in accordance with AASHTO M252, Type SP.

S-13.2.2 Outlet Pipe

Outlet pipe shall be Type K, PVC Corrugated Sewer Pipe with smooth interior and fittings in accordance with ASTM F 949, or, Type E, Corrugated Polyethylene Drainage Pipe in accordance with AASHTO M252, Type S.

S-13.2.3 Joints

All joints shall be installed in accordance with the manufacturer's instructions. The contractor shall submit certified test results that the mechanical joints with elastomeric seals meet the requirements of ASTM D 3212 and ASTM F 477.

S-13.2.4 Perforations

Type H pipe shall be perforated in accordance with ASTM F 949. Type L pipe shall be perforated in accordance with AASHTO M252, Type SP with Class 2 perforations.

S-13.3 MEASUREMENT AND PAYMENT

The Engineer will measure pipe underdrains and outlet pipes of the specified type and size by the linear foot.

Payment for ”Pipe Underdrain” and “Outlet Pipe” at the contract unit prices bid is full compensation for the specified work. No measurement shall be made of excavation, disposal of surplus excavated materials, aggregate for underdrain, geotextile, or connections to structures. Such work shall be considered subsidiary to "Pipe Underdrain" and “Outlet Pipe”.

S-14 TOPSOIL

S-14.1 DESCRIPTION

Topsoil shall be furnished and placed at the locations shown on the plans, or as directed by the Engineer. Topsoil shall consist of suitable surface soil as stipulated in Section 2101 of the Standard Specifications and as approved by the Engineer. Furnishing topsoil shall be in accordance with Section 905 of the Standard Specifications and placing topsoil shall be in accordance with Section 206 of the Standard Specifications except as otherwise modified herein.

S-14.2 CONSTRUCTION REQUIREMENTS

The Contractor shall make every reasonable effort to stockpile existing top soil prior to deep excavations and reuse it in the same general locations. No payment will be made for topsoil furnishing and placement necessary due to excessive hauling off of existing top soil on the project site.

All areas to be seeded or sodded shall consist of a minimum of 6 inches - 8 inches of topsoil, free from clods, rocks, trash, and other debris. If the area has been severely compacted by heavy trucks or other equipment, it shall be cultivated to a depth of 6 inches - 8 inches by tilling or disking. At locations where excavation to final grade results in material unsuitable for vegetation, as determined by the Engineer, the Contractor shall undercut and remove the material and place topsoil.

S-14.3 MEASUREMENT AND PAYMENT

The Engineer will measure topsoil by the cubic yard.

No measurement of topsoil obtained onsite will be taken.

Payment for “Topsoil” at the contract unit price bid is full compensation for the specified work, including hauling, stockpiling if required, removing unsuitable soils, scarifying if required, and placement.

No payment will be made for offsite topsoil acquisition and placement that was not specifically authorized and directed by the Engineer. This item does not include any topsoil that is obtained at the project site and reused, pertaining only to any additional soil furnished by the Contractor at the specific request of the Project Engineer.

No direct payment shall be made for undercutting and removing unsuitable materials in cut sections to the required depth of topsoil, or stockpiling and placement of topsoil obtained from the project site, as this work shall be considered subsidiary to other bid items.

S-15 CONTRACTOR CONSTRUCTION STAKING

S-15.1 DESCRIPTION

This work shall be performed in accordance with Section 802 of the Standard Specifications as amended herein. The Contractor shall set construction stakes establishing all lines, slopes, continuous profile-grades, centerlines, and benchmarks necessary to control and perform the work.

S-15.2 CONSTRUCTION REQUIREMENTS

S-15.2.1 Vertical Control

Prior to construction Johnson County Bench Marks that will be damaged or removed by construction shall be replaced by a benchmark outside of construction area. New benchmarks shall be an aluminum cap (caps will be furnished by the County) set in a rigid concrete structure. A hole shall be drilled into concrete and the cap grouted into place. The preferred locations are traffic signal bases, culvert headwalls and bridge handrails. A standard monument record sheet shall be completed for each permanent benchmark. Elevations shall be determined with a double rod level run using digital level and bar code rods and shall tie into Johnson County vertical control network at each end of the level run. Level runs shall close within 0.1 ft. per 4 miles. Level run data shall be furnished in digital and paper format. Mapping grade state plane coordinates shall also be provided. This effort shall be coordinated with the Johnson County Public Works Department County Surveyor.

S-15.2.2 Horizontal Control

Prior to construction Section Corner and quarter section corners shall be referenced to points outside construction and a Land Corner Endangerment Report submitted to the Kansas State Historical Society and the County Engineer within 30 days of the survey as required by state law. During construction the surveyor will coordinate with contractor on the placement of the monument box. After construction the surveyor shall use his previous reference ties and preliminarily mark the aluminum cap. This location shall be checked with coordinates from the design survey to insure that the ties match the previous coordinates. If within tolerance the aluminum cap shall be punched at the proper location. New Land Corner Reference Reports with updated references shall be submitted to the Kansas State Historical Society and the County Engineer within 30 days of the survey as required by state law.

S-15.2.3 Property Corners

The Contractor shall locate all existing property corners within the project limits prior to commencing construction. All existing property corners shall be marked and protected. Property corners anticipated to be disturbed during construction shall be located by ties and shall be reset by the Contractor at the termination of construction activities. All property surveying shall be performed by a qualified land surveyor registered in the State of Kansas.

S-15.2.4 KCP&L Conduits

A stamped sealed survey shall be provided by the Contactor for all conduit installed as part of the contract.

S-15.2.5 Swale Staking

The Contractor shall set cut stakes for all rough swale grading and shall maintain or reset such stakes for checking of the grade as required by the Engineer. Final grade for the swales and berms shall be established by "blue top" surveying or other approved method, and grade devices shall be maintained for inspection by the Engineer prior to sodding.

S-15.3 MEASUREMENT AND PAYMENT

The Engineer will measure contractor construction staking by the lump sum.

Payment for “Contractor Construction Staking” at the contract lump sum price bid is full compensation for the specified work, which shall include all staking, establishing vertical and horizontal control points and property corner resetting.

PUBLIC IMPROVEMENT PLANS FOR
SYLVESTER POWELL COMMUNITY CENTER
SIDEWALK REPLACEMENT PROJECT
CITY OF MISSION, KANSAS
JOHNSON COUNTY, KANSAS

LEGEND

CTL	SURVEY CONTROL POINT	TS	TRAFFIC SIGNAL BOX
	SURVEY BENCHMARK		TRAFFIC SIGNAL MANHOLE
TBM	SURVEY TEMPORARY BEMCHMARK		TRAFFIC SIGNAL POLE W/ ARM
GM	GAS METER		TRAFFIC SIGNAL POLE
GAR	GAS RISER	TC	TRAFFIC SIGNAL CONTROL BOX
	GAS MANHOLE	TS	TRAFFIC SIGNAL PEDESTAL
GR	GAS REGULATOR		ELECTRIC MANHOLE
TVP	TELEVISION PEDESTAL	EM	ELECTRIC METER
F	FIBER BOX	ER	ELECTRIC RISER
	FIBER PEDESTAL	E	ELECTRIC BOX
C	CABLE BOX		ELECTRIC CABINET
CV	CABLE VAULT		ELECTRIC JUNCTION BOX
TP	TELEPHONE PEDESTAL	SPH	SPRINKLER HEAD
	STORM MANHOLE	SCV	SPRINKLER CONTROL VALVE
	STORM GRATE		WATER METER PIT
	SANITARY MANHOLE		FIRE HYDRANT
YL	YARD LIGHT	WM	WATER METER
LTP	LIGHT POLE	WV	WATER VALVE
	POWER POLE	FP	FLAG POLE
LPPP	POWER POLE W/ LIGHT		SIGN
	GUY WIRE		BOLLARD
BU	STUMP		WOOD POST
	BUSH		STEEL POST
	EVERGREEN TREE	COL	COLUMN
	DECIDUOUS TREE		BORE HOLE

	SECTION LINE
PL	PROPERTY LINE
	CENTER LINE
	PROPOSED ROW LINE
	EXISTING ROW LINE
	UTILITY EASEMENT
1371	EXISTING MAJOR CONTOUR
1371	EXISTING MINOR CONTOUR
1371	PROPOSED MAJOR CONTOUR
1371	PROPOSED MINOR CONTOUR
TEL	EXISTING TELEPHONE LINE
SS	EXISTING SANITARY LINE
	EXISTING STORM LINE
GAS GAS	EXISTING GAS LINE
W	EXISTING WATER LINE
	EXISTING CHAIN LINK FENCE
OHE	EXISTING OVERHEAD ELECTRIC
P	EXISTING PIPE LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED CHAIN LINK FENCE
	PROPOSED WOOD PRIVACY FENCE
	EXISTING TREELINE
	CONSTRUCTION LIMITS
	UNDERDRAIN
	CONCRETE

ABBREVIATION TABLE

MG	MATCH GRADE
P	PAVEMENT
TC	TOP OF CURB
BC	BACK OF CURB
EP	EDGE OF PAVEMENT
R/W	RIGHT-OF-WAY
TCE	TEMPORARY CONSTRUCTION EASEMENT
PROP.	PROPOSED
EXIST.	EXISTING
TYP.	TYPICAL
(R)	REMOVAL
CONST.	CONSTRUCT
TBM	TEMPORARY BENCMARK
C.G.	CONTROL POINT
D.N.D.	DO NOT DISTURB
U.I.P.	USE IN PLACE
ADJ.	ADJUST
EL.	ELEVATION
ESMT.	EASEMENT
B-B	BACK OF CURB TO BACK OF CURB DIMENSION

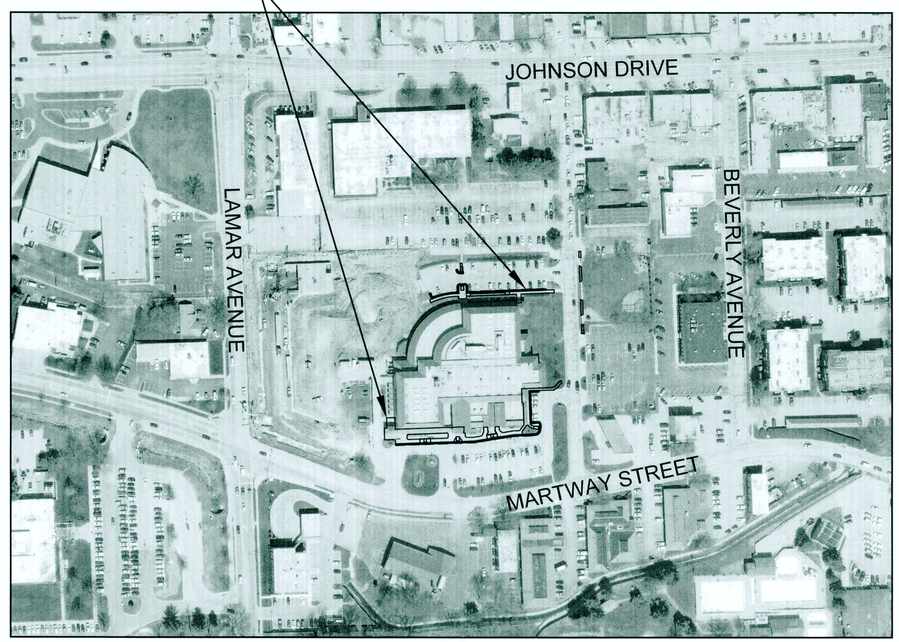
CALL BEFORE YOU DIG

1-800-344-7233
STATEWIDE (DIG SAFE)

KANSAS ONE-CALL SYSTEM, INC.

KANSAS CALL BEFORE YOU DIG:
1-800-DIG-SAFE (1-800-344-7233)

PROJECT LOCATION



N

N.T.S.

LOCATION MAP

NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	GENERAL LAYOUT, TYPICAL SECTION & SURVEY CONTROL
3	GENERAL NOTES & SUMMARY OF QUANTITIES
4	DEMOLITION & REMOVAL PLANS
5	PLAN SHEET
6-9	GRADING PLANS
10-11	SIDEWALK JOINTING PLANS
12	SIDEWALK RAMP LAYOUTS
13-19	STANDARD DETAILS

PREPARED & SUBMITTED BY:
OLSSON ASSOCIATES
7301 W. 133RD STREET, SUITE 200
OVERLAND PARK, KANSAS 66213

PAUL B. MOORE — DATE 8-12-16

I CERTIFY THESE PLANS WERE PREPARED BY ME OR UNDER MY IMMEDIATE PERSONAL SUPERVISION.

APPROVED BY:
CITY OF MISSION, KANSAS

PUBLIC WORKS DIRECTOR — DATE 8-15-16

OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE LICENSED 16507 KANSAS PROFESSIONAL ENGINEER 8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

TITLE SHEET

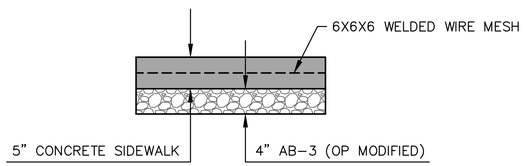
SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

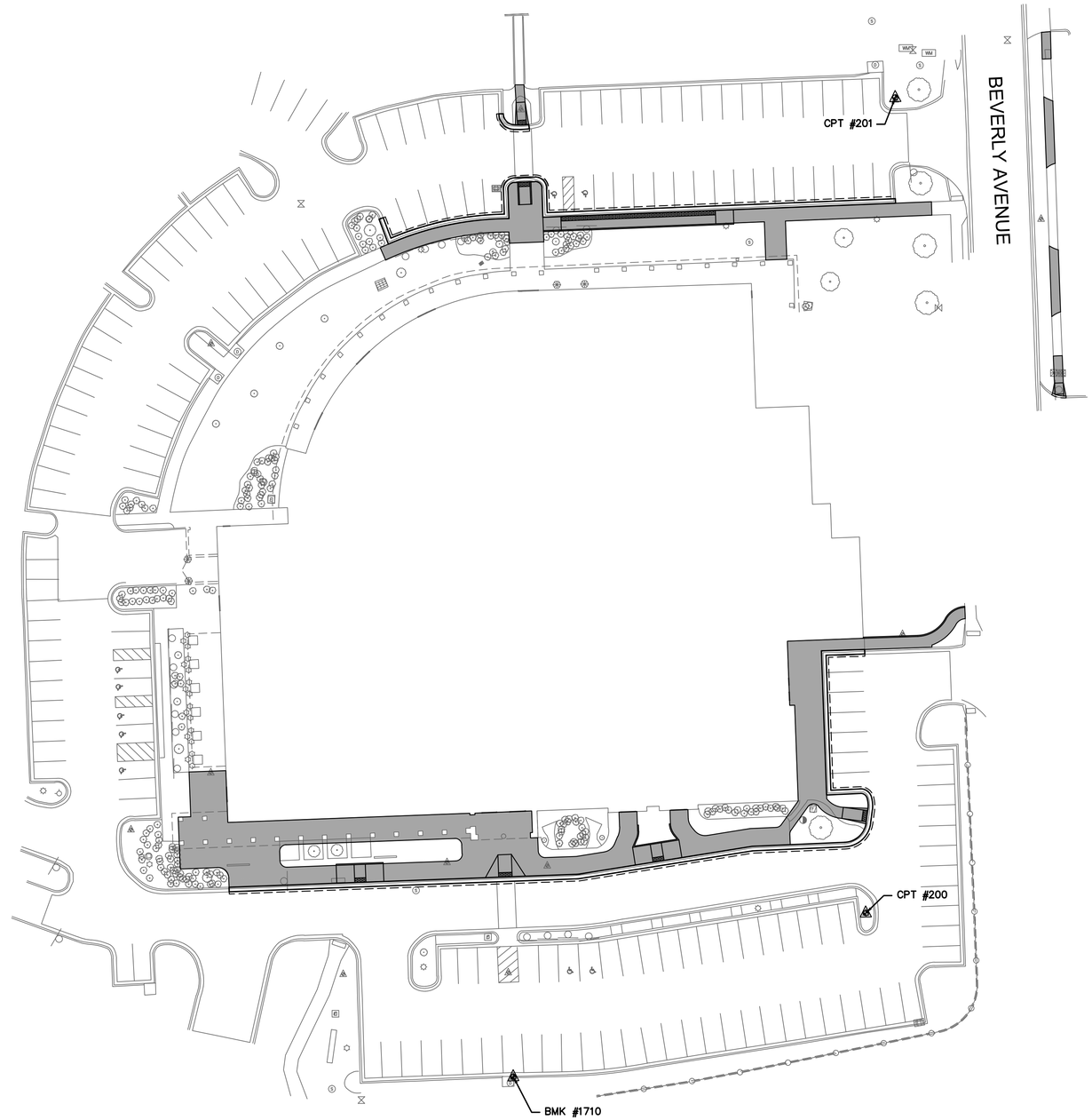
2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_TTL_170_43299
date:	8/12/2016

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\GENERAL\T_TTL_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 8:54am XREFS: T_PTBLK_170_43299 T_PBASE_170_43299 T_AERL_170_43299



TYPICAL SECTION
5" CONCRETE SIDEWALK



Control: Horizontal & Vertical Control is based on the Kansas Coordinate System 1983, North Zone.

Coordinate Datum: Modified State Plane Ground, US Survey Feet

CPT #200: Set 3/8" Rebar in Grass in East End of Island in Southeast Parking Lot of 6200 Martway

1. Found Back of Curb	3.6' East
2. Found Back of Curb	2.8' West
3. Found Southeast Corner of Decorative Brick in Island	8.5' Northwest

N: 267649.91
E: 2262122.63

CPT #201: Set 3/8" Rebar in Grass on North side of Northeast Entrance to 6200 Martway

1. Found Center of Sanitary Sewer Manhole	18.8' Northeast
2. Found Back of Curb	4.1' South
3. Found Back of Curb	5.1' West
4. Found Southeast Corner of Curb Inlet	13.4' Northwest

N: 268012.44
E: 2262135.79

Elevations Datum: NAVD 1988

Bench Mark #1710: Chiseled "X" Cut on Northeast Corner of Curb Inlet Northeast of Powell Center Westbound Bus Stop On North Side of Martway Street at 6200 Martway
Elevation=964.99'

N

0' 15' 30' 60'
SCALE IN FEET

OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
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PAUL B. MOORE
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER
8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

GENERAL LAYOUT, TYPICAL SECTION AND SURVEY CONTROL

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_LAY_170_43299
date:	8/12/2016

SHEET
2 of 19

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\GENERAL\T_LAY_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:20pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299 V_TOPO_43299 T_PHATCH_170_43299

General Notes:

1. Borrow Areas Provided By The Contractor Shall Be Approved By The Engineer As To Suitability Of Material And Location. Special Care Shall Be Taken In This Approval To Minimize The Increase Of Siltation And Turbidity Of Streams, Lakes And Reservoirs And To Avoid Interference With The Movement Of Migratory Fish. Areas Which, In The Opinion Of The Engineer, May Leave An Unsightly Appearance To The Project Will Not Be Approved.

2. All Borrow Area Locations Shall Be Submitted To The Engineer For Clearance From The Kansas Historical Society And The Kansas Department Of Wildlife And Parks Prior To Any Excavation.

3. It Shall Be The Responsibility Of The Contractor To Restore, Seed And / Or Complete Other Operations Noted In The Agreement With The Land Owner, Approved By The Engineer, On All Disturbed Areas Used To Provide Borrow Areas For Common Excavation (contractor Furnished).

4. All Disposal Sites Must Be Approved By The Kansas Department Of Health And Environment. Material Either Stockpiled Or Disposed Of In A Flood Plain Would Require A Kansas State Board Of Agriculture Permit. Any Material Dumped In Waters Of The United States Of Wetlands Is Subject To U.s. Corps Of Engineers Permitting Regulations.

5. Any Material Buried Or Stockpiled Beyond Approved Construction Limits Would Require Additional Archeological Investigations Unless Buried In A Previously Approved Borrow Location.

6. All excavation shall be unclassified. No separate or additional payment will be made for any rock excavation required for these improvements. Trench excavation shall be subsidiary to other items of work.

7. The Contractor shall thoroughly review and become familiar with the Specifications and Special Conditions of the Contract Documents prior to beginning construction on this project.

8. All workmanship and materials shall be subject to the inspection and approval by City personnel.

9. The Traffic Control Requirements Shown On These Plans. In No Way Do The Requirements Shown On These Plans Relieve The Contractor Of His Responsibility For Selecting The Proper Traffic Control Devices And Implementation Procedures That Will Insure The Safety Of Motorists, Pedestrians, And Workers At All Times. All Traffic Control Shall Be In Conformance With The Current Edition Of The Manual On Uniform Traffic Control Devices (mutcd).

10. The Contractor Is Responsible For The Protection Of All Property Corners And Section Corners. Any Property Corner And/or Section Corner Disturbed Or Damaged By Construction Activities Shall Be Reset By A Registered Land Surveyor Licensed In The State Of Kansas, At The Contractor's Expense, Unless Otherwise Noted.

11. The Contractor Shall Be Responsible For The Restoration Of Right-of-way And For Damaged Improvements Such As Curbs, Sidewalks, Driveways, Street Light And Traffic Signal Boxes, Traffic Signal Loop Lead-ins, Signal Poles, Etc. Damaged Improvements Shall Be Repaired In Conformance With The Latest City Standards And To The City's Satisfaction At The Contractor's Expense.

12. The Contractor Shall Be Responsible For Maintaining And, If Damaged, Restoring Mailboxes, Driveway Markers, Yard Lights, Basement Drains, Roof Drains, Sprinkler Systems, Utility Service Line Connections And Septic Systems To A Condition Equal To That Before Damage Occurred.

13. The Contractor is responsible for providing berms, silt fences, or other approved means to prevent eroded materials from entering streets open to traffic, the storm sewer systems, or properties adjacent to the project. In the event the preventative measures are not effective, the Contractor shall remove any debris, silt, or mud and restore the effected area to its original or better condition.

14. All concrete used in this work shall meet the requirements of the OPMC. KCMMB Concrete shall be used throughout, unless otherwise noted. The Contractor shall, at the Contractor's expense, submit and receive approval of a concrete mix design by the City Engineer prior to placement of any concrete. The mix design shall include certified test results by an independent laboratory for the aggregate tests required by the Overland Park Municipal Code. All ready-mix concrete delivered to the job site shall be so certified. Any reference(s) made to JCCB shall be hereto revised to KCMMB.

15. All reinforced concrete pipe shall be Class III, unless otherwise noted on the plans. All RCP shall use rubber gasket joints that conform to the OPMC.

16. All repairs, adjustments, encasement, or modifications to the sanitary sewer lines or structures shall be performed by a contractor who is pre-qualified with the Johnson County Wastewater District (JCW). Requests for pre-qualification shall be directed to the office of the JCW. All contractors, desiring pre-qualification, will be required to complete a u and submit a financial report. The Contractor must demonstrate to the satisfaction of JCW that he has sufficient equipment and experience to complete the work involved. The contractor shall contact JCW for inspection prior to any sanitary work. All adjustments of facilities are subject to the approval of JCW and shall be done in accordance with the JCW's "Construction and Material Specification for Sanitary Sewers, KDHE No.20969", and the JCW's Standard Detail Sheet. Inspection of all repairs, modifications, or adjustments by JCW is required.

17. The Contractor Shall Install Lighting Conduit And Signal Conduit Prior To Constructing Pavement. All Non-evasive Loops Shall Be Trenched In And Backfilled With Flowable Fill Prior To Installation Of Subgrade. Boring Of Loops Will Not Be Allowed After Subgrade Has Been Installed.

18. All existing property signs shall be removed and reset by the Contractor at his own expense.

19. Any existing signs removed by the Contractor for construction purposes other than stop signs, yield signs, and street name signs shall be stockpiled in one location for pick up by the City sign crews. Stop signs, yield signs, and street name signs removed shall be temporarily erected in reflectorized drums (no less than 7' from grade) until City sign crews can be notified and re-installation is accomplished. Any temporary stop or yield sign installation to be left in place overnight will require prior approval from the Engineer. Contact John Belger at 913-676-8381 to arrange pick up of stockpiled signs.

20. All Trees To Be Grubbed Are Marked Thus "x". Spare All Trees That Are Marked (SAVE) Or Any Trees Not Marked At All. Exceptionally Good Trees Shall Be Spared By Adjusting Backslope Lines During Construction, As Directed By The Engineer. All Trees Within The Construction Limits To Be Saved Shall Have Their Trunks Physically Protected Prior To Construction Operations By Methods Approved By The Engineer.

21. The Contractor Shall Remove And Dispose Of All Unsuitable Material From Existing Roadside Ditches And Other Locations As Noted Or As Directed By The Engineer.

22. All utility valves, and meter pits shall be adjusted or rebuilt to grade as required and set in concrete if in roadway for field adjustment. This work shall be subsidiary to all other bid items unless otherwise noted.

23. Connections Of Storm Sewer Pipe To New Or Existing Inlets, Manholes, Culverts And Existing Pipes Shall Be Considered Subsidiary To Other Bid Items Unless Otherwise Stated in the Plans.

24. Saw Cuts Shall Be Full Depth. This Shall Be Subsidiary To Paving Items.

25. All Existing Structures Within The Construction Limits Shall Be Removed, Unless Otherwise Noted On The Plans. This Work Shall Be Paid For Under The Bid Item "Removal Of Existing Structures".

26. All Work Shall Be Confined Within The Easements And/or Construction Limits As Directed By The Engineer. All Construction Limits Shown Are Approximate And May Be Extended Or Reduced At The Direction Of The Engineer.

27. The Contractor Shall Notify All Property Owners A Minimum 2 Days In Advance Of All Work Pertaining To Their Entrances.

28. Police, Fire, Med-act And School Bus Companies Shall Be Notified Prior To Closing Of Any Street With Approval Of The City Engineer.

29. The Contractor Shall Sod All Disturbed Areas Within The Project Limits, Unless Noted Otherwise On The Plans.

30. The Information Shown On These Plans Concerning The Type And Location Of Underground Utilities Is Not Guaranteed To Be Accurate Or All Inclusive. The Contractor Is Responsible For Contacting All Utility Companies For Field Location Of All Underground Utility Lines Prior To Any Excavation And For Making His Own Verification As To The Type And Location Of Underground Utilities As May Be Necessary To Avoid Damage Thereto.

31. Public And Private Utility Facilities Shall Be Moved Or Adjusted As Necessary By The Owners To Fit The New Construction, Unless Otherwise Noted On The Plans.

32. Any existing and/or temporary storm sewer pipes or culverts to be abandoned in place shall be completely filled using a flowable fill mixture. The flowable fill mixture of cement, fine aggregate, forming agents and water shall be approved by the Engineer and shall possess adequate flow characteristics to completely fill all voids. The cost of flowable fill shall be considered subsidiary to other items of work.

33. Flowable Fill (low Strength) Shall Be Used To Backfill Around All Storm Sewer Structures (within 2' Of Finish Grade) And Any Trenches Under Pavement Areas.

34. The Contractor Shall At No Time Leave Equipment, Materials Or Debris At Locations That Could Obstruct Intersection Sight Distance, Obstruct Any Existing Capacity Of Storm Sewer System, Or Cause Flooding Or Erosion To Residences.

35. The Contractor Shall Pothole And Survey All Utility Crossings Prior To Construction Of Any Portion Of Storm Sewer, Underdrains, Conduit, And Any Other Subsurface Elements Of The Project. This Survey Information Shall Be Forwarded To The Project Engineer For Review. The Contractor Shall Not Begin Construction On Any Subsurface Element On The Project Without The Approval Of The Project Engineer. This Item Shall Be Subsidiary To Other Bid Items.

36. Upon removal of a section of sidewalk the Contractor shall be placing new sidewalk in the section within 48 hours of the removal.

RECAPITULATION OF QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	Force Account (Set)	Lump Sum	1
2	Unclassified Excavation	Cu. Yd.	307
3	Aggregate for Base (AB-3 O.P. Modified)	Ton	190
4	Sidewalk Construction (4")	Sq. Ft.	639
5	Sidewalk Construction (5")	Sq. Ft.	7,308
6	Remove & Replace Curb & Gutter (Type B)	Lin. Ft.	687
7	Sidewalk Ramp (6")	Sq. Ft.	1,026
8	Sidewalk Ramp With Detectable Warning Surface	Sq. Ft.	208
9	Detectable Warning Surface	Sq. Ft.	198
10	Red Paint for Curb	Sq. Yd.	33
11	Sod (Fescue)	Sq. Yd.	313
12	Remove & Relocate Existing Sign	Each	9
13	4" PVC Underdrain	Ft.	50
14	Contractor Construction Staking	Lump Sum	1
15	Topsoil	Cu. Yd.	52

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REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

GENERAL NOTES AND SUMMARY OF QUANTITIES

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no.: T_GEN_170_43299
date: 8/12/2016

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DATE: Aug 12, 2016 12:21pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299

LEGEND

DEMOLITION AND REMOVAL

SAWCUT

REMOVE AND RELOCATE EXISTING ADA SIGNS

SAWCUT

SAWCUT

D.N.D. EXISTING LIGHT POLES

REMOVE 6 EXISTING ADA SIGNS AND
RELOCATE TO THE EAST IN NEW ADA STALLS

REMOVE AND RELOCATE EXISTING SIGNS
(BY OTHERS)

SAWCUT

BEVERLY AVENUE

SAWCUT

REMOVE LIGHTS IN CONCRETE

REMOVE EXISTING BIKE RACKS

REMOVE TREES

SAWCUT

REMOVE AND RESET EXISTING STOP SIGN

N

0' 10' 20' 40'
SCALE IN FEET

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8-12-16

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DEMOLITION & REMOVALS

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_DEM_170_43299
date:	8/12/2016

SHEET
4 of 19

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\DEMOLITION & REMOVALS\T_DEM_170_43299.dwg USER: cjcarroll
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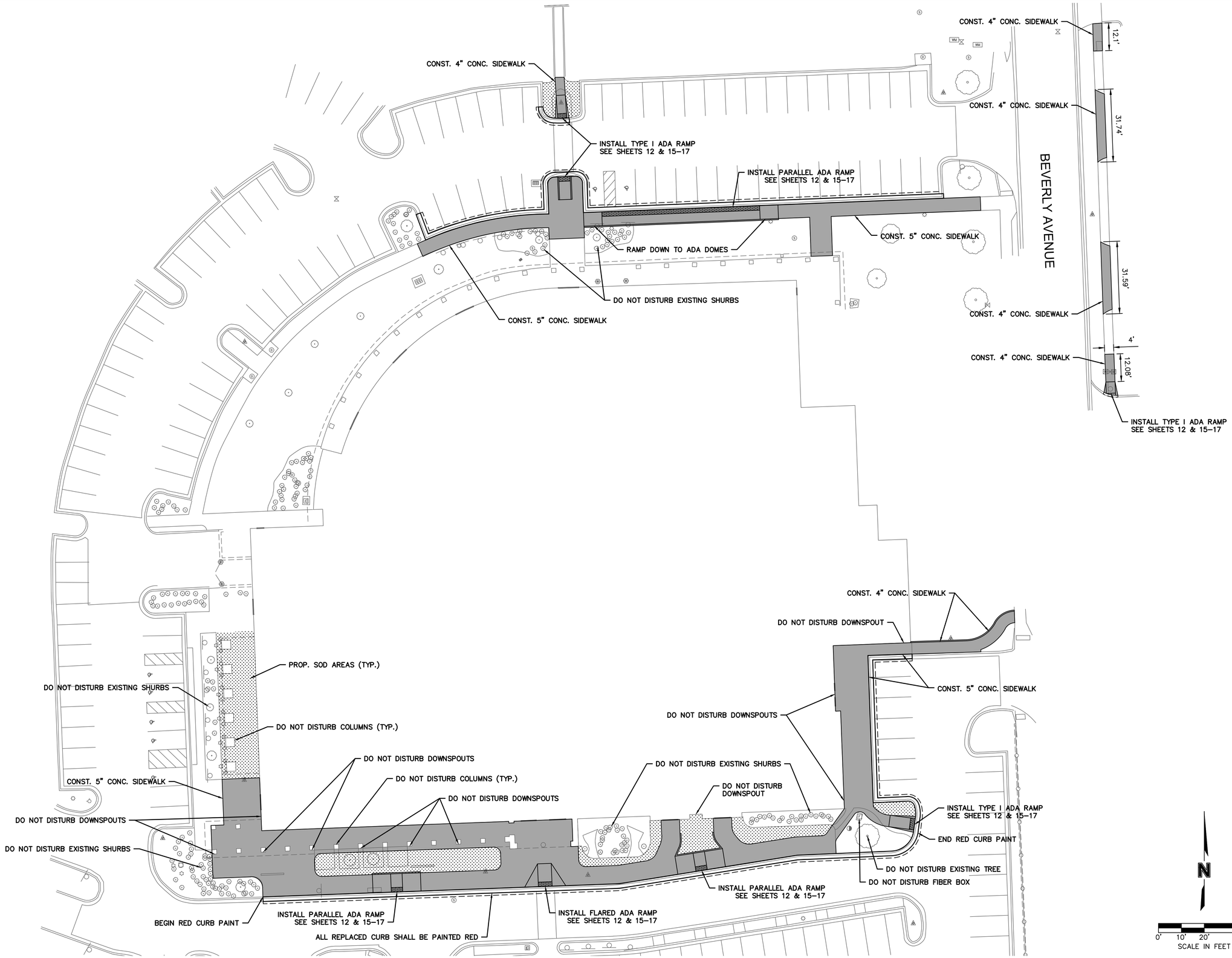

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REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

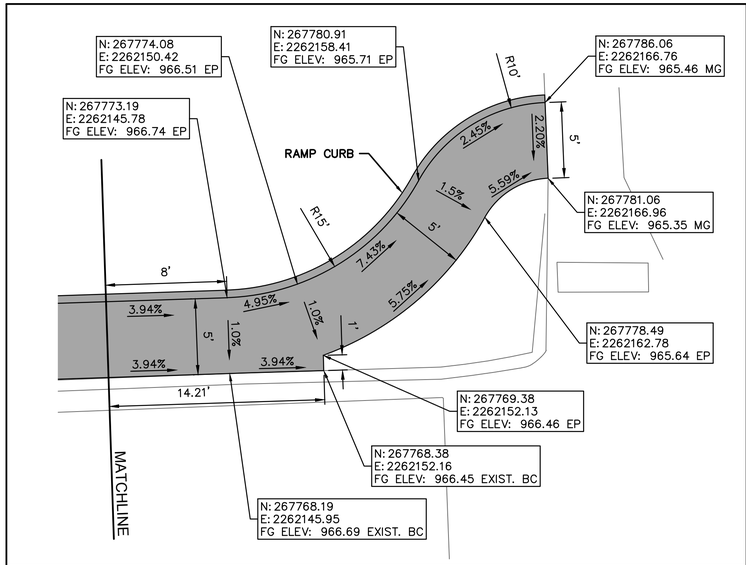
PLAN SHEET

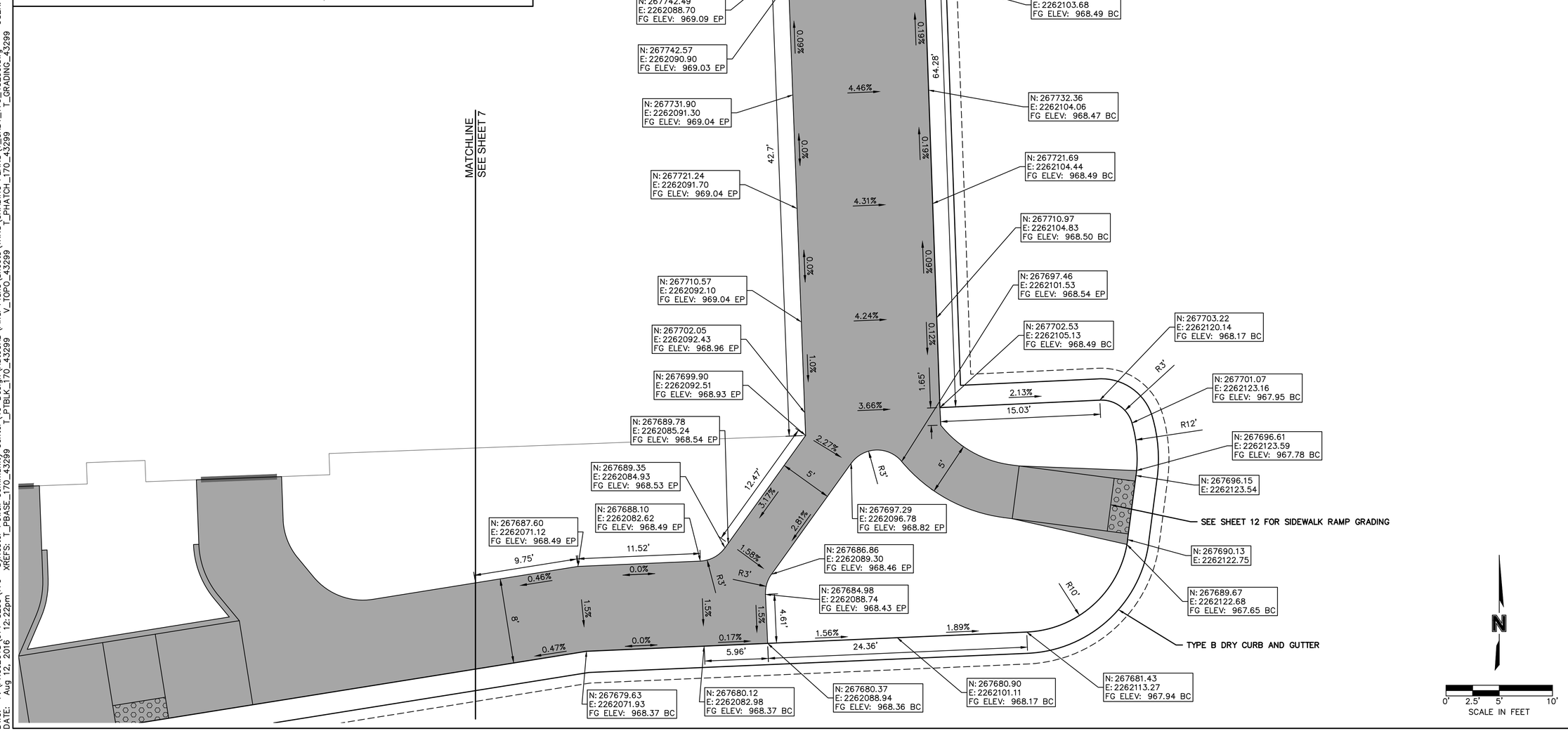
SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_PP1_170_43299
date:	8/12/2016





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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

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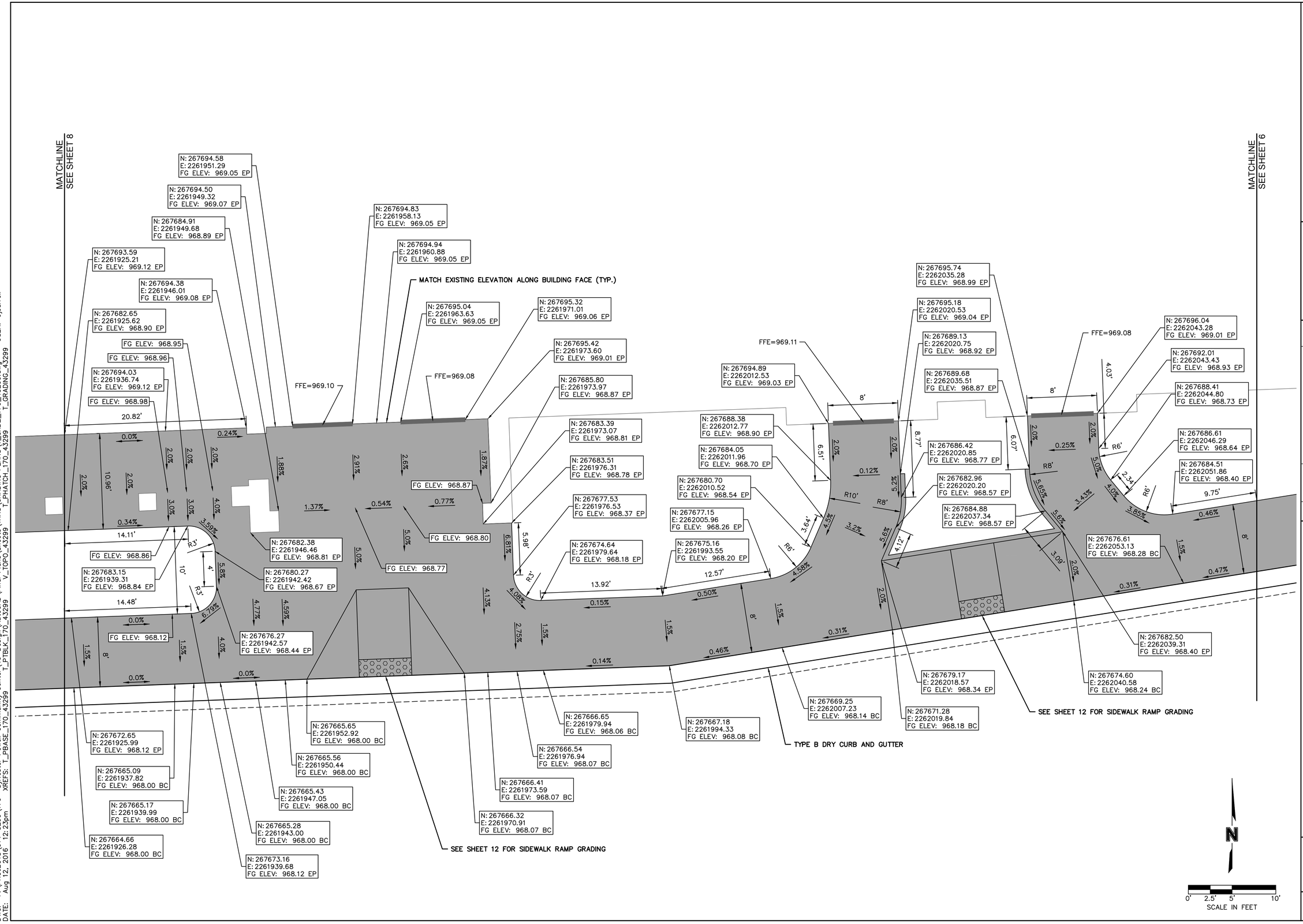

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

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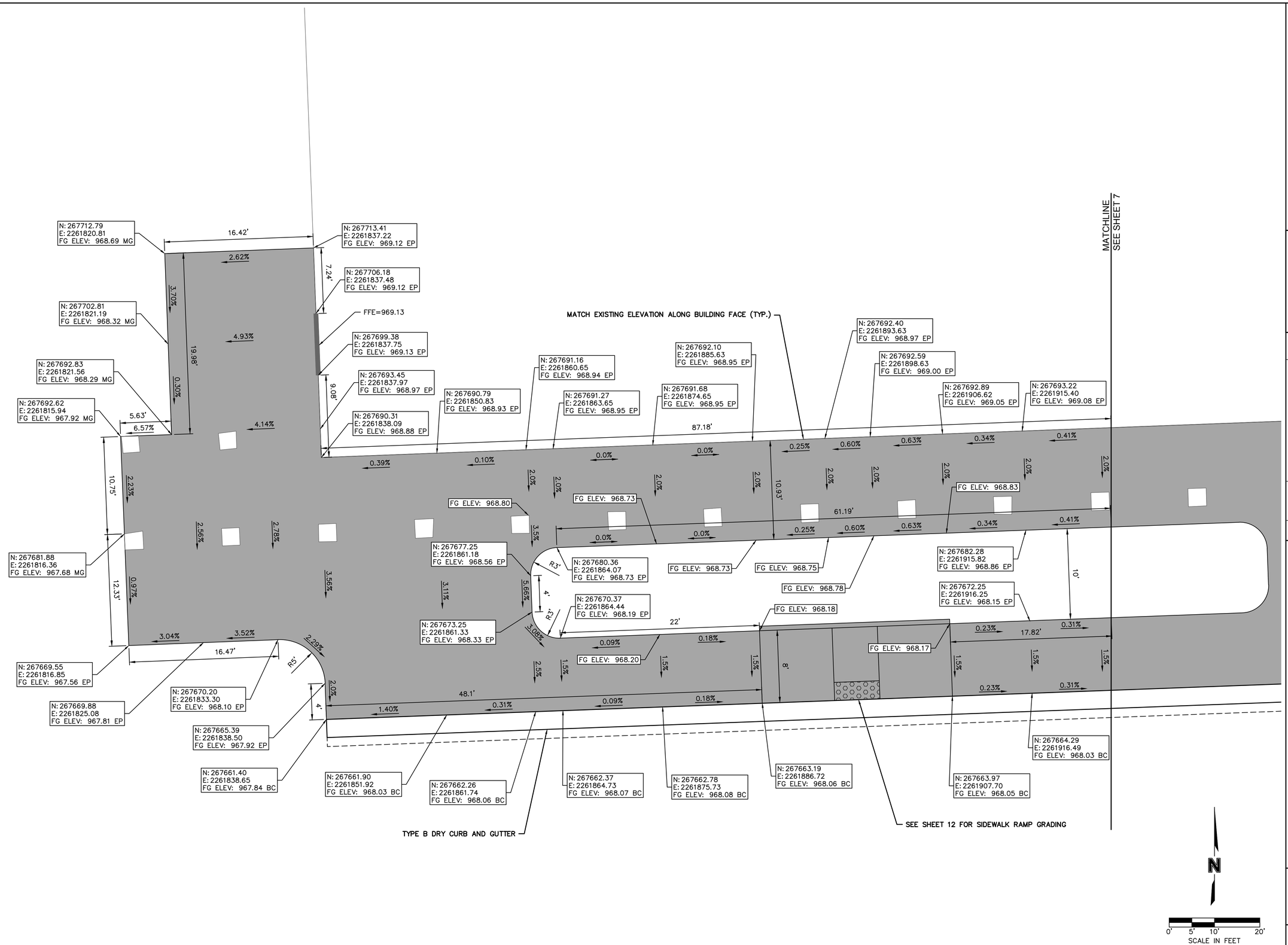

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
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project no.:	014-3299
drawing no.:	T_GRD3_170_43299
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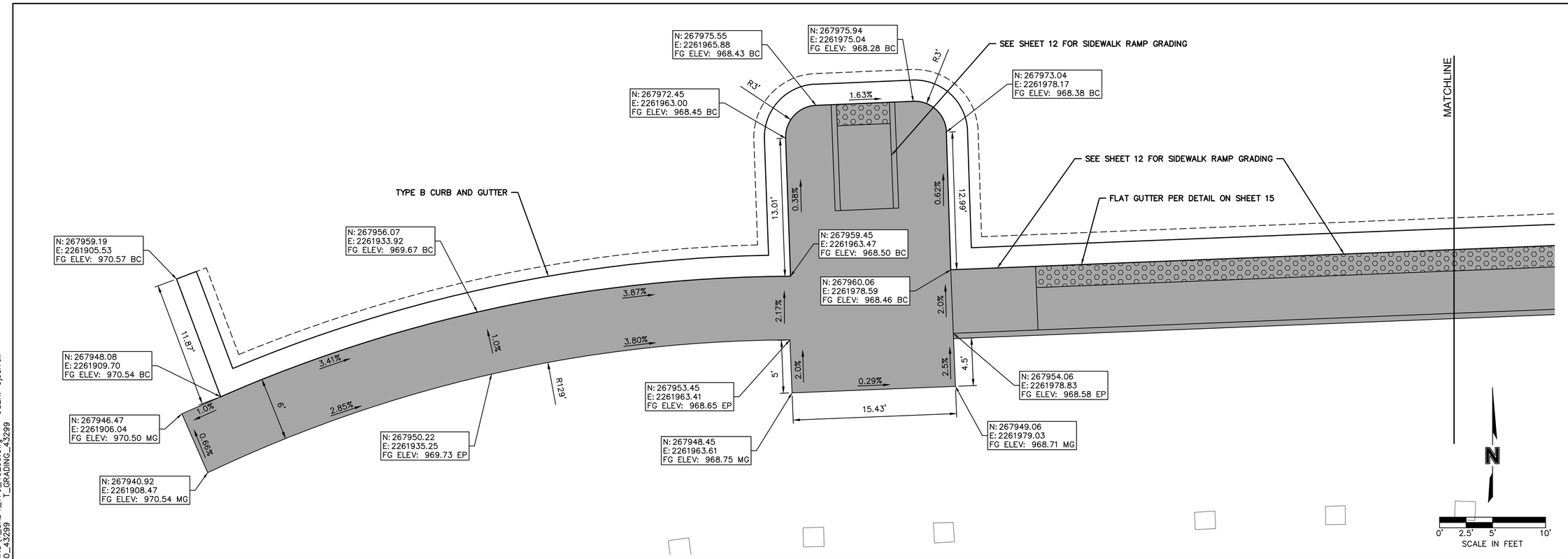

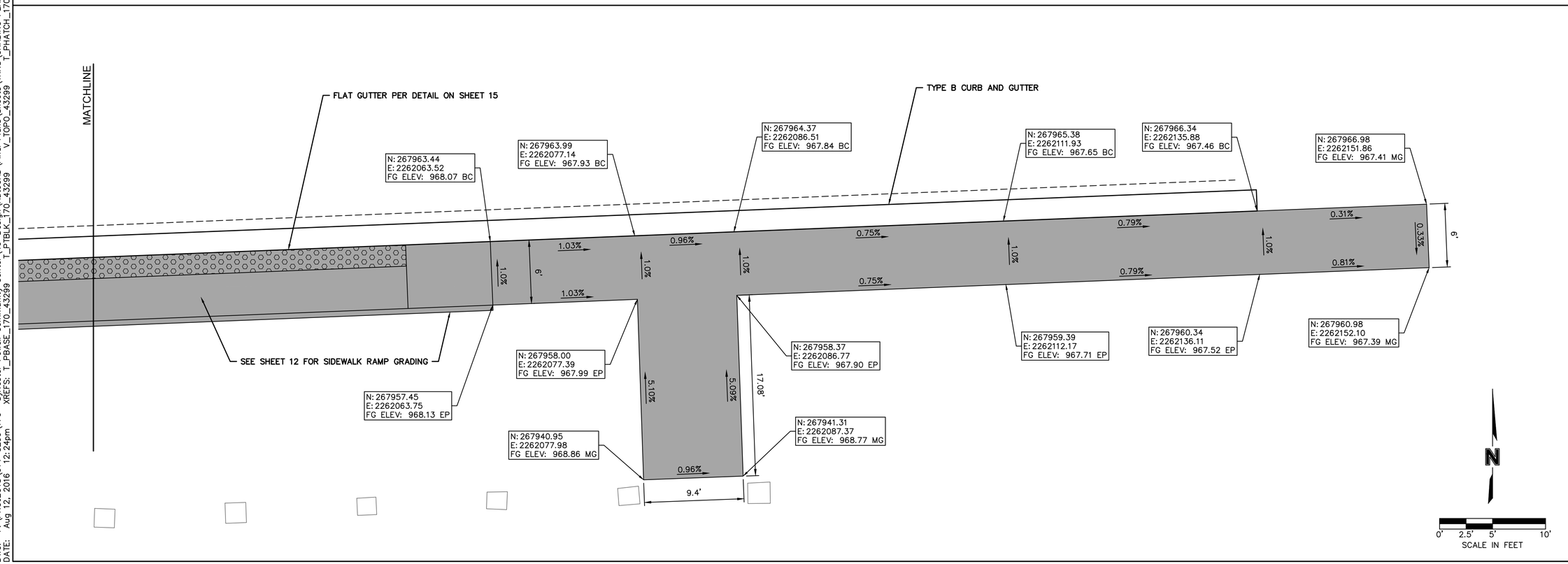

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GRADING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no.: T_GRD4_170_43299
date: 8/12/2016

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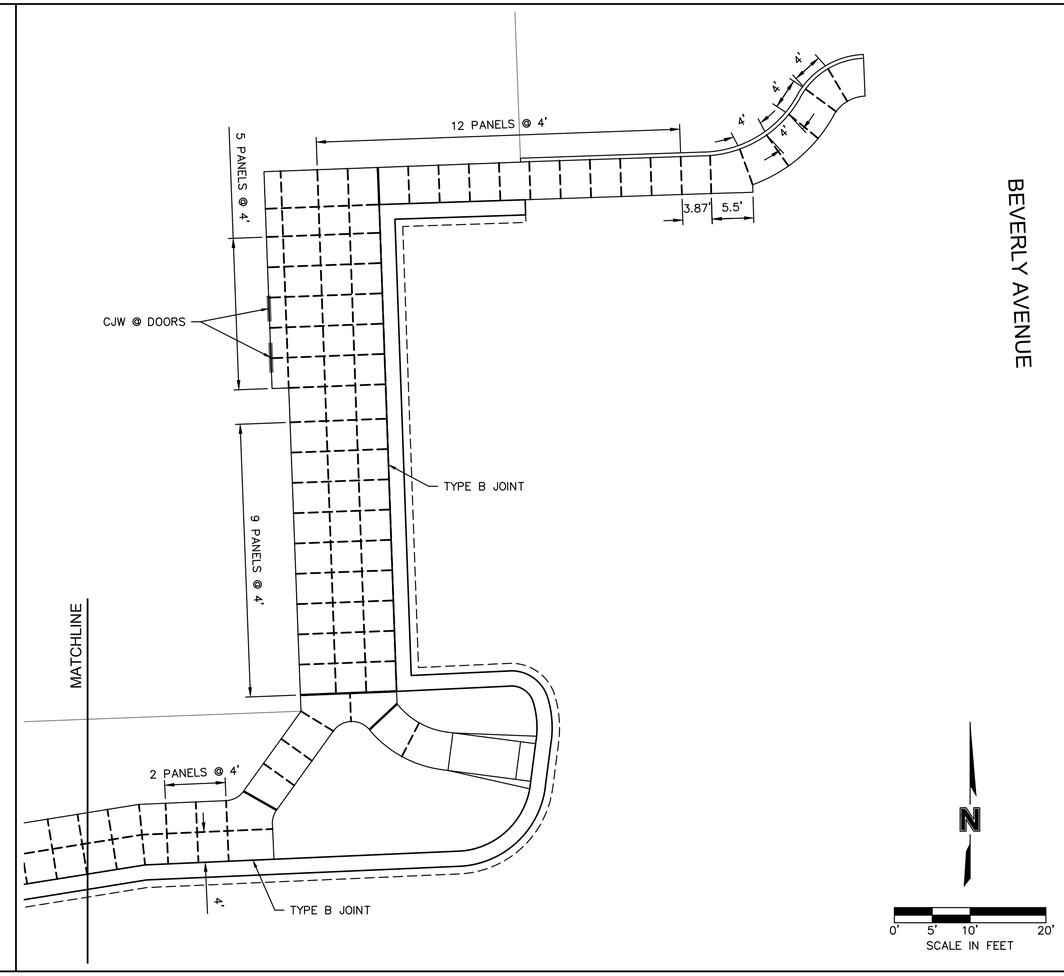
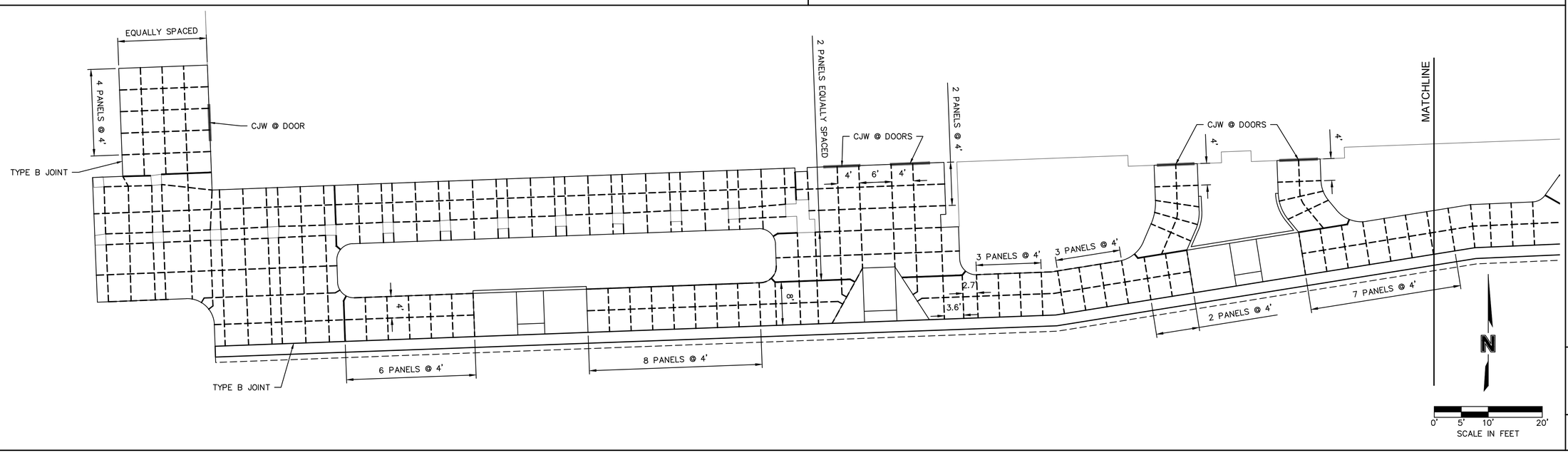
LEGEND

- - - - - - - - - - - - -	TRANSVERSE CONTRACTION JOINTS
— — — — — — — —	LONGITUDINAL JOINTS
————————	ISOLATION JOINTS
CJWO	CONSTRUCTION JOINT WITHOUT JOINT REINFORCEMENT
CJW	CONSTRUCTION JOINT WITH JOINT REINFORCEMENT





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SIDEWALK JOINTING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_JNT1_170_43299
date:	8/12/2016

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10 of 19

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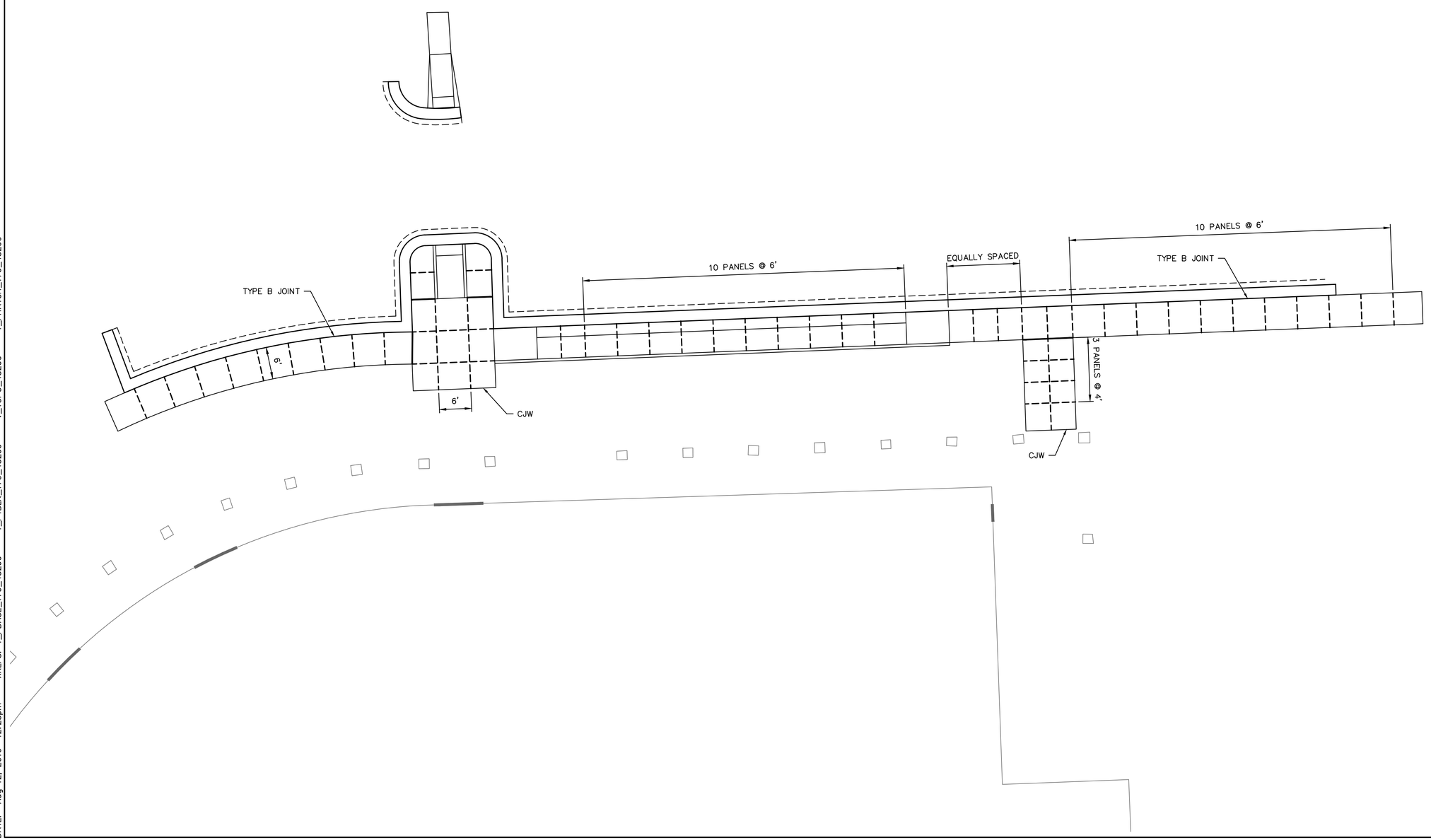
LEGEND

- - - - - - - - - - - -	TRANSVERSE CONTRACTION JOINTS
— — — — — — — —	LONGITUDINAL JOINTS
————————	ISOLATION JOINTS
CJWO	CONSTRUCTION JOINT WITHOUT JOINT REINFORCEMENT
CJW	CONSTRUCTION JOINT WITH JOINT REINFORCEMENT



BEVERLY AVENUE

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8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

SIDEWALK JOINTING PLAN

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_JNT1_170_43299
date:	8/12/2016

SHEET
11 of 19

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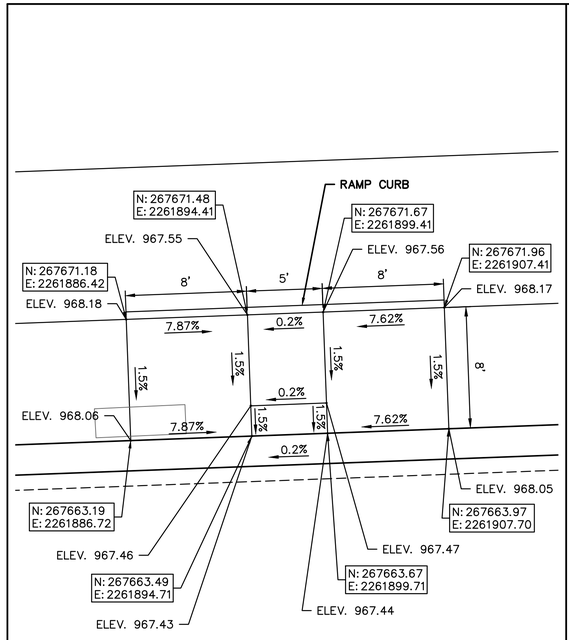
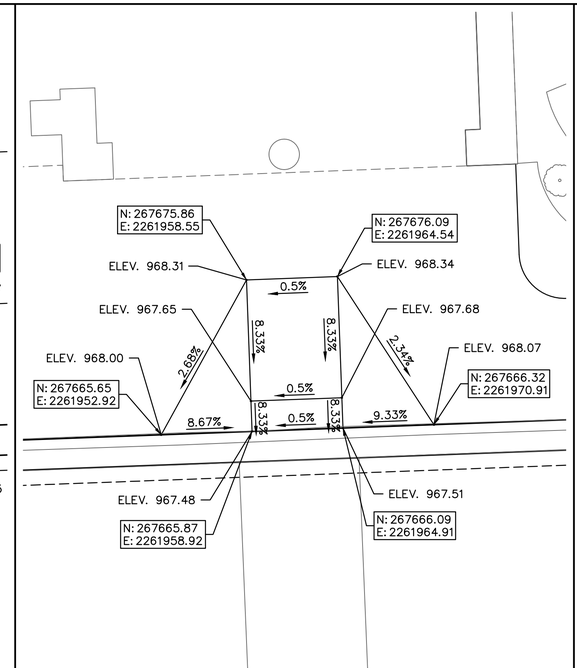
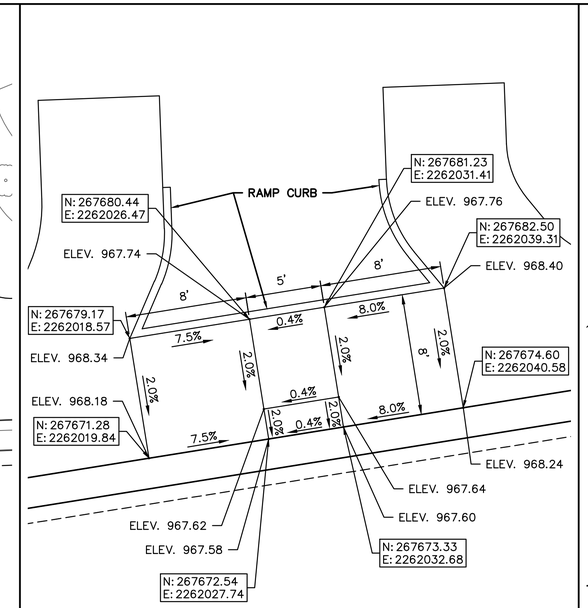
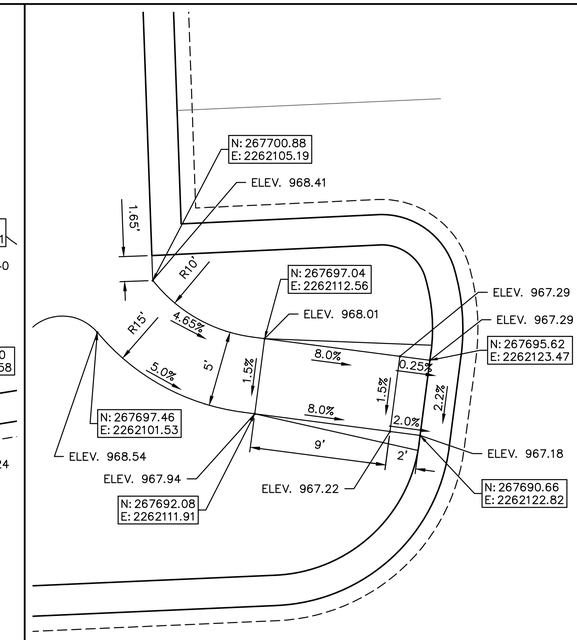
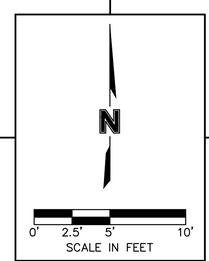


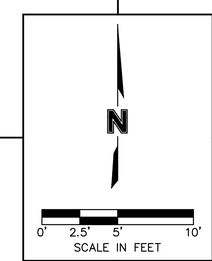


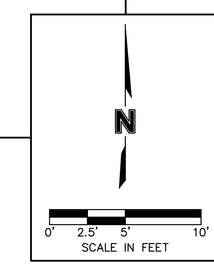
MAIN SOUTH ENTRANCE



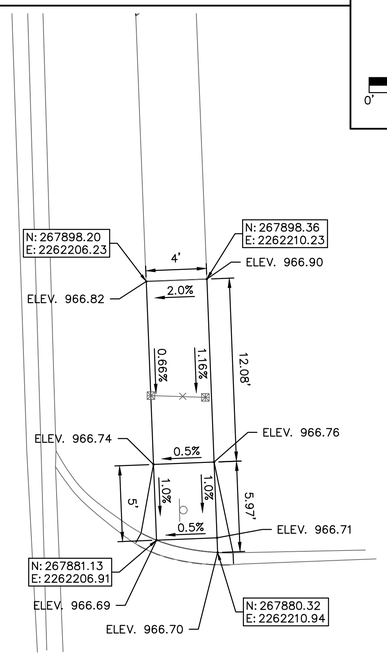




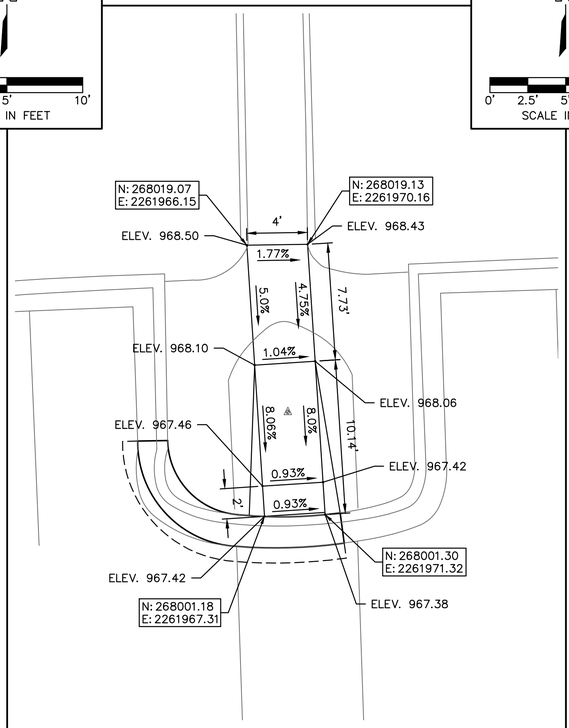




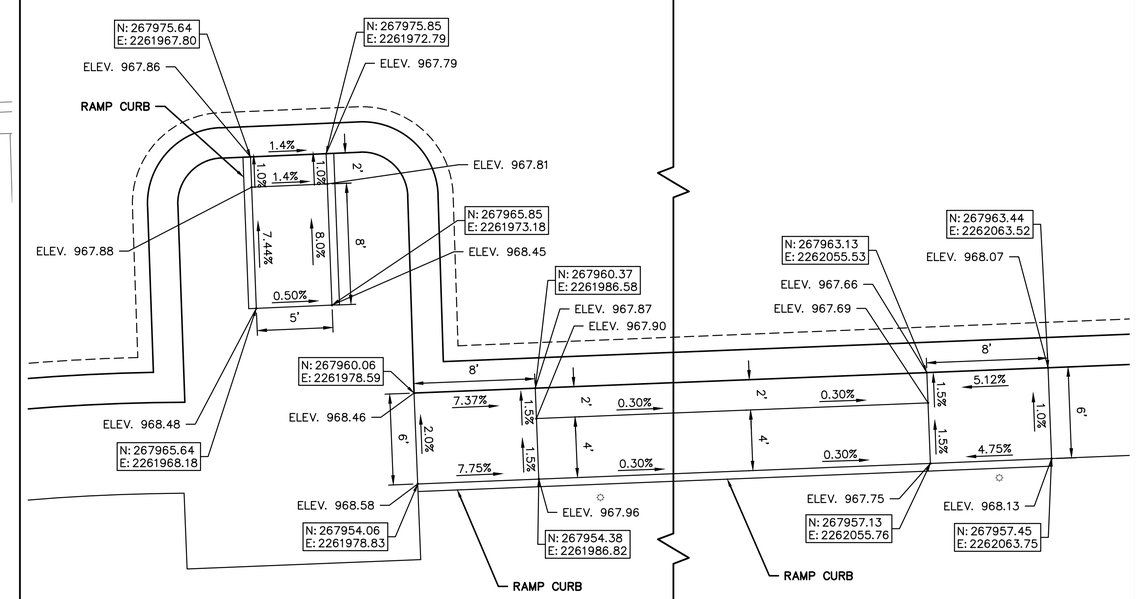
BEVERLY AVENUE



COMMERCIAL DRIVE ENTRANCE



NORTH PARKING LOT



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REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

SIDEWALK RAMP LAYOUTS

SYLVESTER POWELL COMMUNITY CENTER

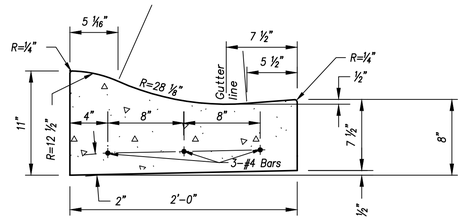
MISSION, KANSAS

2016

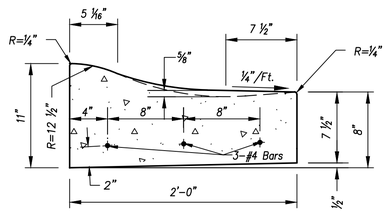
drawn by:	CJC
checked by:	RBC
approved by:	PBM
QA/QC by:	JAF
project no.:	014-3299
drawing no.:	T_SWK1_170_43299
date:	8/12/2016

SHEET
12 of 19

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\SIDEWALK RAMPS\T_SWK1_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:25pm XREFS: T_PBASE_170_43299 T_PTBLK_170_43299 V_TOPO_43299 T_PHATCH_170_43299



Standard Type "A" Curb



Type "A – Dry" Curb

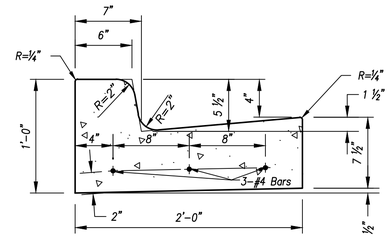
NOTE: in transitions, water shall flow from the gutter of Type "A" curb to the lip of Type "A–Dry" curb at 0.5% min. slope.

Curb & Gutter Notes:

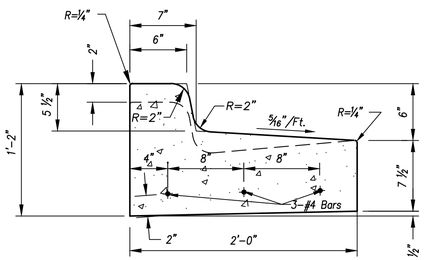
1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



Standard Type "B" Curb



Type "B – Dry" Curb

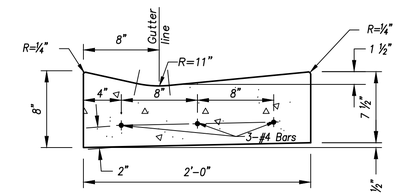
NOTE: in transitions, water shall flow from the gutter of Type "B" curb to the lip of Type "B–Dry" curb at 0.5% min. slope.

Curb & Gutter Notes:

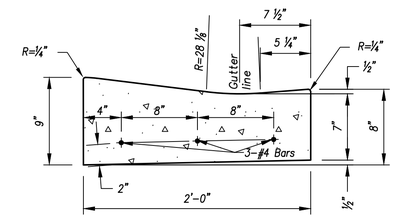
1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



Standard Type "C" Curb*



Type "C–1" Curb *

(Use w/ type "A" curb)

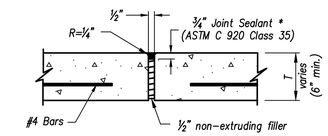
* Use for commercial entrances

Curb & Gutter Notes:

1. The Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.
3. All concrete used in this work shall meet the requirements of the OPMC. KCMMB4K Concrete shall be used throughout.
4. For hand–formed curb all reinforcing steel shall be supported on fabricated steel bar supports @ 3'–0" maximum spacing, or as directed by the City Engineer.
5. See sidewalk ramp details for typical sidewalk ramp curb & gutter sections.

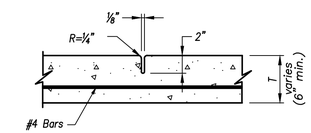
CONCRETE CURB & GUTTER

Not to Scale
(2015 Edition)



* – Joint Sealant shall be installed within 48 Hours of curb placement

Expansion Joint



Contraction Joint

JOINT DETAILS

Not to Scale

Year 2015 Edition

REVISIONS:	
07/01/03	Concrete Mix Designation;
Jan. 2006	Notes
Feb. 2008	OPMC Reference
RELATED ORDINANCES:	
OPMC Title 13	

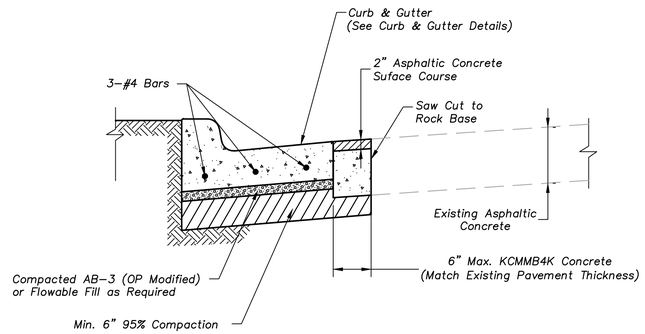
OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

CONCRETE CURB & GUTTER
WITH ASPHALT PAVEMENT

DATE: 09/28/99 SHEET: 13

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\curb_asphalt.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



Curb Replacement Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.

2. ½" premolded expansion joints shall be placed at points of curvature, curb returns, curb inlets, and at 250' centers. The expansion joints, except @ curb returns and curb inlets, shall be sealed in accordance with OPDCSM. Contraction joints shall be 2" deep, and placed at 15' intervals equally spaced between expansion joints.

3. Concrete used in this work shall be KCMMB4K and shall meet the requirements of the OPMC.

CURB REPLACEMENT DETAIL

Not to Scale
(2015 Edition)

Year 2015 Edition

REVISIONS:	
05/20/03	Notes;
07/01/03	Concrete Mix Designation;
Jan. 2006	Miscellaneous;
Feb. 2008	OPMC Reference
RELATED ORDINANCES:	
OPMC Title 13	

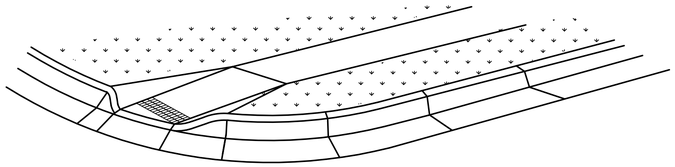
OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

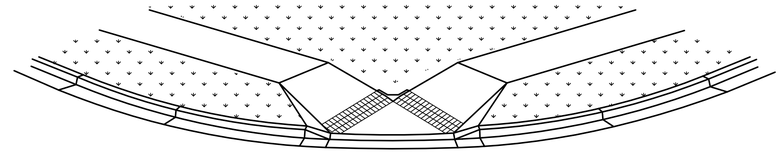
CURB REPLACEMENT DETAIL

DATE: 09/28/99 SHEET: 14

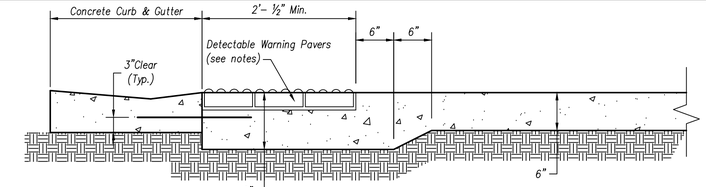
DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\curb-rep.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



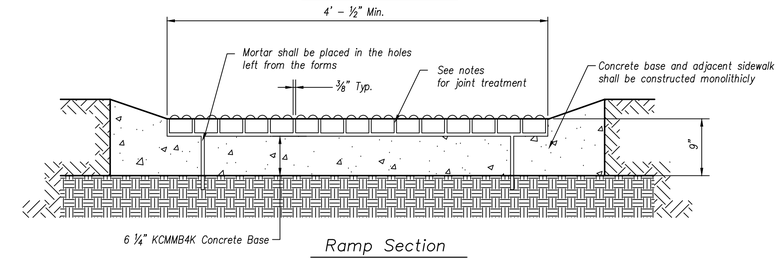
3–D View Type A
Sidewalk Ramp



3–D View Type B
Sidewalk Ramp

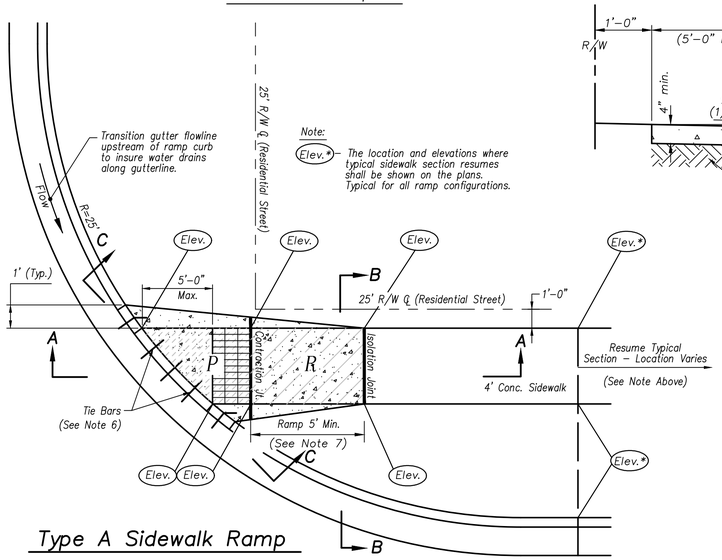


Ramp Profile



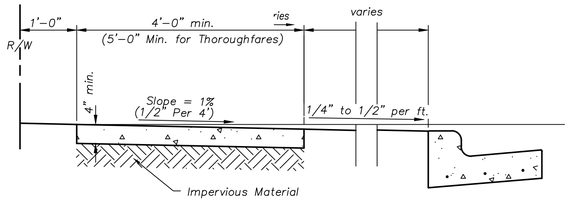
Ramp Section

Brick Installation Detail

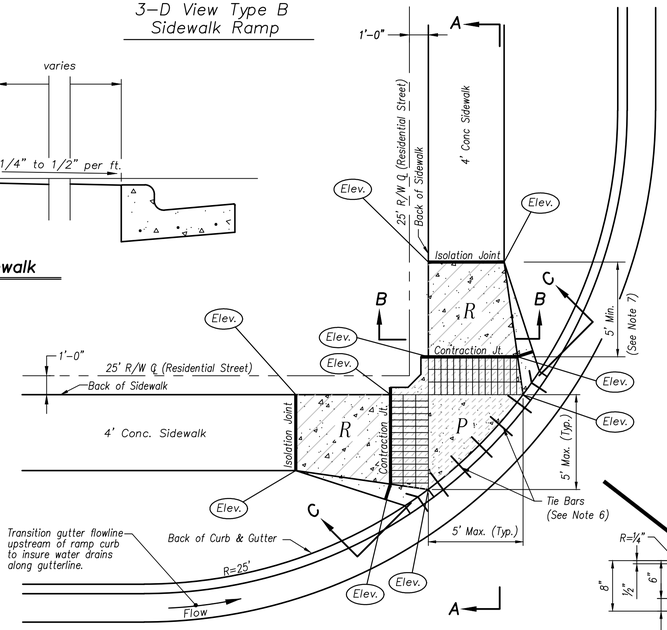


Note:
Elev.* – The location and elevations where typical sidewalk section resumes shall be shown on the plans. Typical for all ramp configurations.

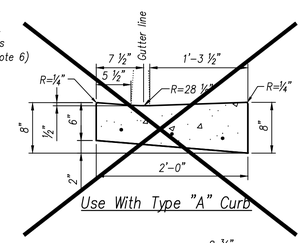
Type A Sidewalk Ramp



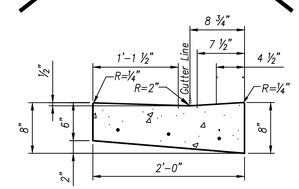
Standard Sidewalk



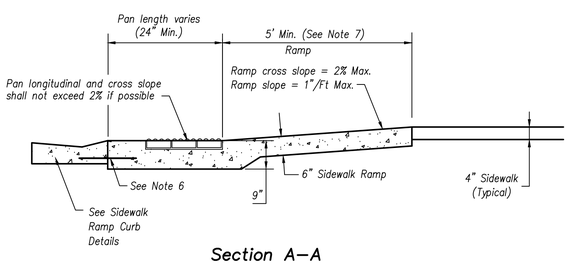
Type B Sidewalk Ramp



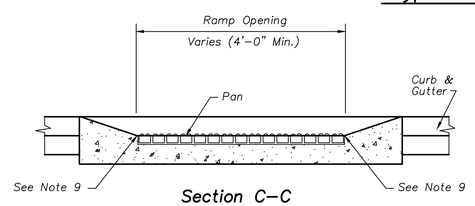
Use With Type "A" Curb



Use With Type "B" Curb



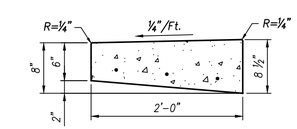
Section A–A
Type A & B Sidewalk Ramp
(Type B Shown)



Section C–C
Type A & B Sidewalk Ramp
(Type B Shown)

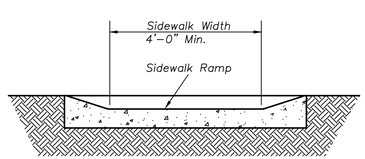
Legend:

- R – Ramp
- P – Pan
- Detectable Warning Surface (Soldier Course Pattern)

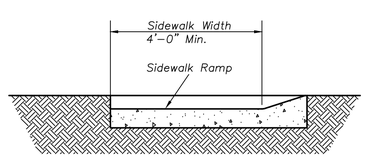


Use with Type "A – Dry"
or Type "B – Dry" Curb

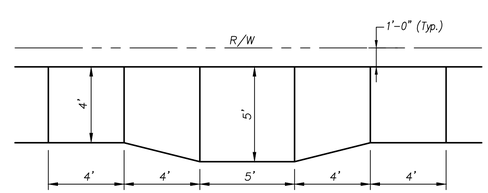
Street Curb Detail at Ramp
Note: See Standard Curb Detail for additional requirements



Section B–B
Type A Sidewalk Ramp

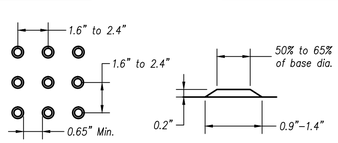


Section B–B
Type B Sidewalk Ramp

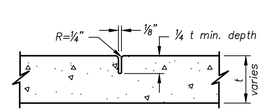


Wheelchair Passing Space

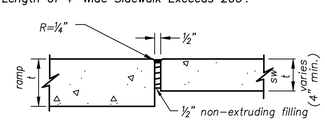
Wheelchair Passing Space to be Constructed where Length of 4' Wide Sidewalk Exceeds 200'.



Truncated Dome Dimensions

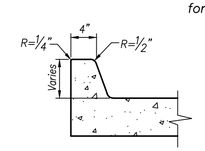


Contraction Joint



Isolation Joint

Joint Details



Ramp Curb Detail

Sidewalk & Sidewalk Ramp Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted. KCMMB4K Concrete shall be used throughout.
2. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb & gutter.
3. ADA compliance will be measured at points labeled (Elev.). Slope between these points shall be calculated and shown on the plans. Chord distance from PC & PT to fully depressed curb section of curb return shall be shown on the plans.
4. Longitudinal joint spacing and Landing length to match width of sidewalk (4' Min.).
5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
6. Install 18" tie bars #4 epoxy coated @ 18" o.c. and through wings as shown.
7. Sidewalk Ramp shall be lengthened to provide ADA compliant slope but need not exceed 15' regardless of resulting slope.
8. ADA maximum ramp slope = 1"/Ft. ADA maximum cross slope = 2%.
9. Curb depression at ramp opening shall be staked prior to curb construction.
10. See Curb Replacement Details for additional requirements.
11. No casting or utility boxes shall be allowed in ramps, landings or pans.
12. Do not scale these drawings for dimensions.

Paver Brick Notes:

13. Paving Brick shall be 2 ¼" x 3 ⅝" x 7 ⅝" and shall meet the requirements of ASTM C902 for Class SX Type 1 Brick and ASTM C1272. See Approved Materials List for pre–approved products.
14. The bricks shall be placed in a Soldier Course pattern on Type A ramps or in Herringbone or Soldier Course pattern on Type B ramps as shown.
15. The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick. Any partial truncated dome shall be removed.
16. Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
17. Detectable warning surface to extend a minimum of 2 ft. in direction of travel. Domes shall be aligned w/direction of travel.

Year 2015 Edition

REVISIONS:	
Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance
Dec. 2006	ADA Compliance
RELATED ORDINANCES:	
OPMC Title 13	

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

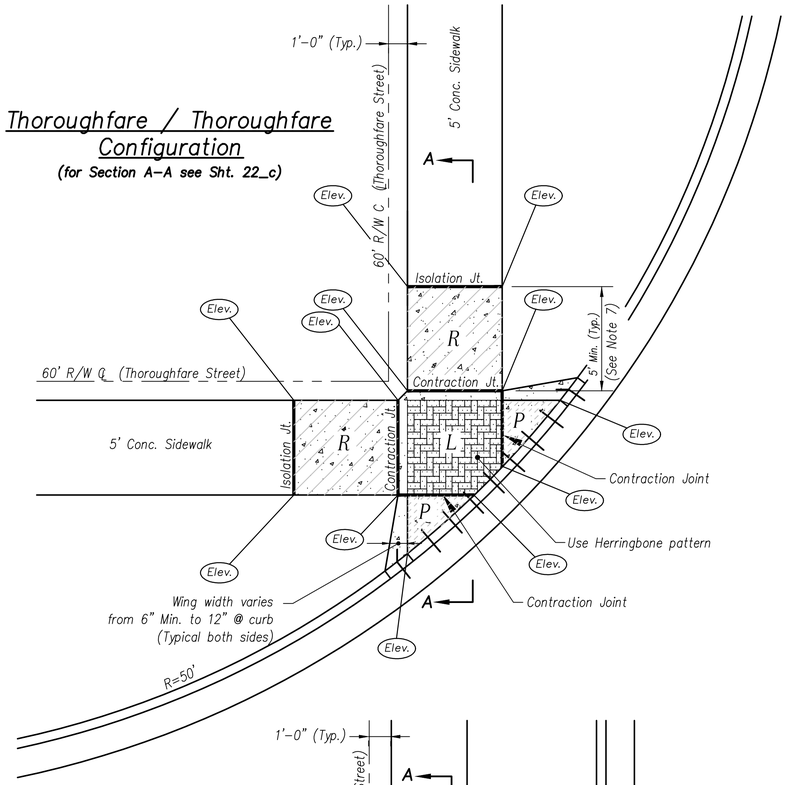
SIDEWALK & SIDEWALK RAMP DETAILS

DATE: 01/20/04 SHEET: 15

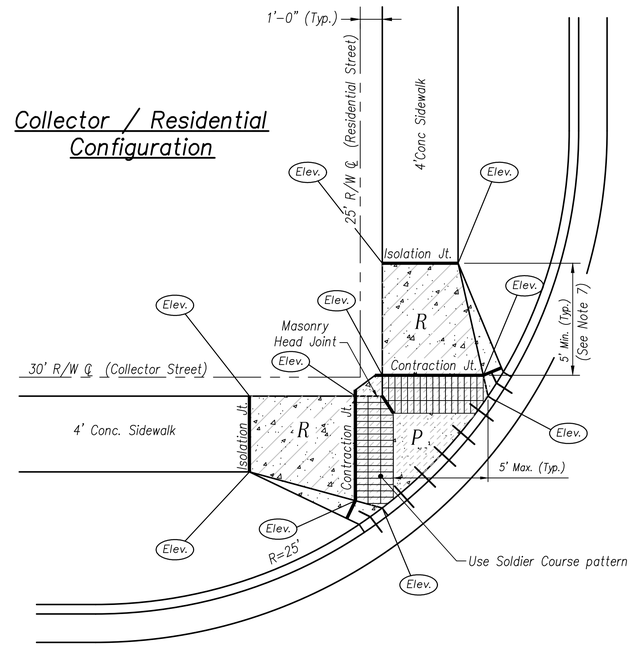
DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Thoroughfare / Thoroughfare Configuration

(for Section A–A see Sht. 22_c)

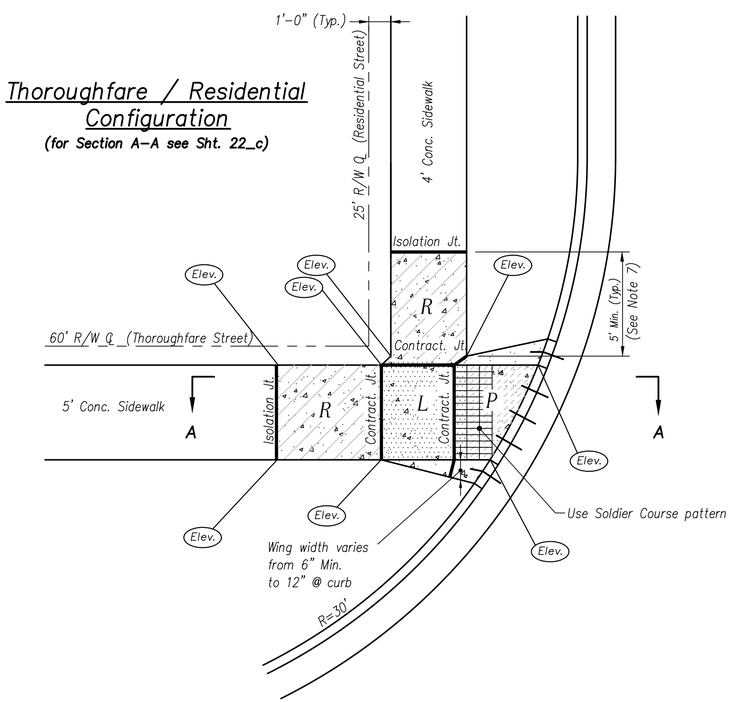


Collector / Residential Configuration



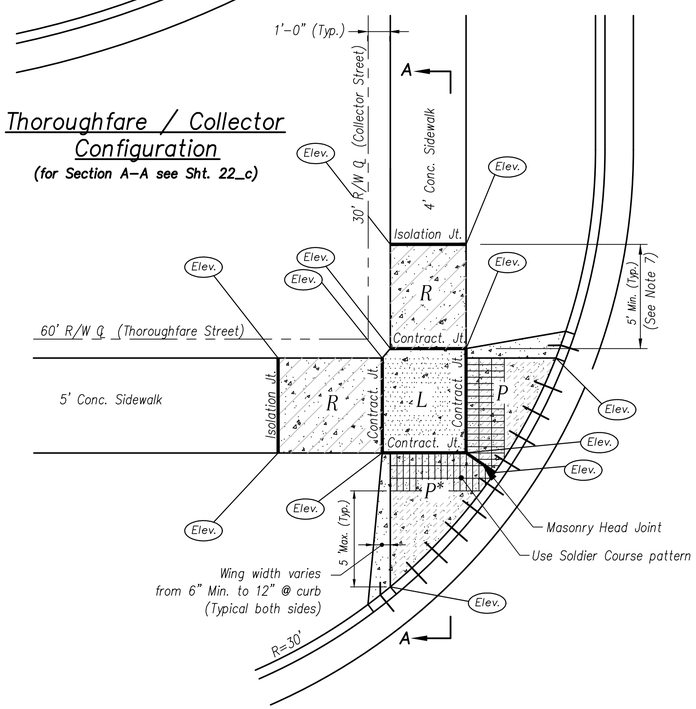
Thoroughfare / Residential Configuration

(for Section A–A see Sht. 22_c)

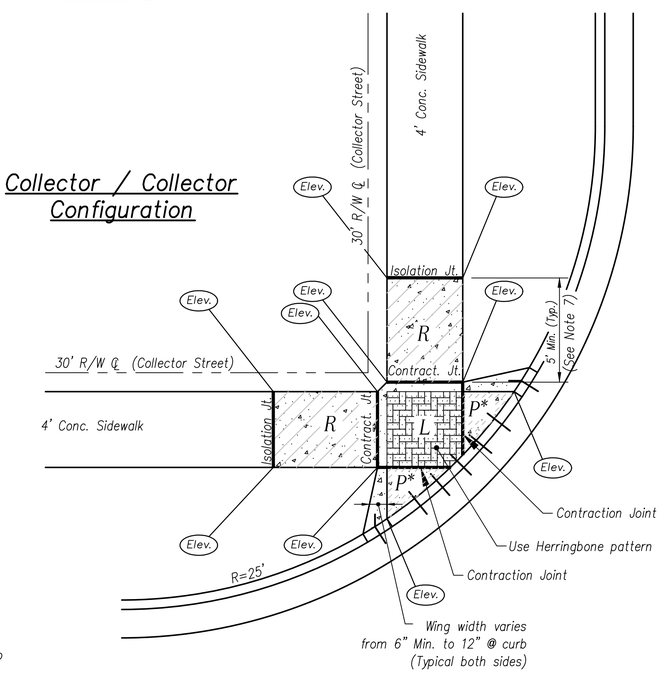


Thoroughfare / Collector Configuration

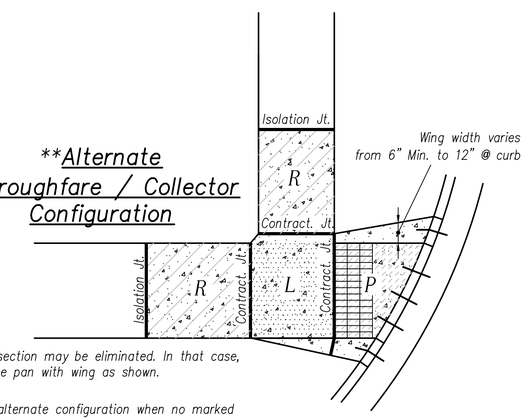
(for Section A–A see Sht. 22_c)



Collector / Collector Configuration



**Alternate Thoroughfare / Collector Configuration



P* – Pan section may be eliminated. In that case, replace pan with wing as shown.

** – Use alternate configuration when no marked sidewalk exists across thoroughfare.

Legend:

- R — Ramp
- L — Landing
- P — Pan
- Detectable Warning Surface (Soldier Course Pattern)
- Detectable Warning Surface (Herringbone Pattern)

Type B Sidewalk Ramp Typical Configurations

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Year 2015 Edition

REVISIONS:

Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance

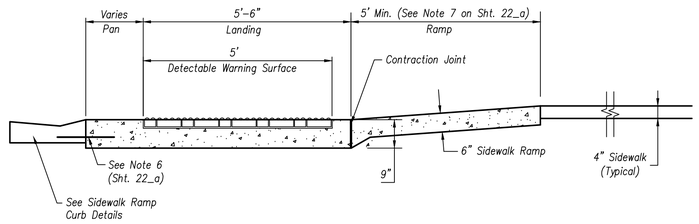
RELATED ORDINANCES:
OPMC Title 13

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

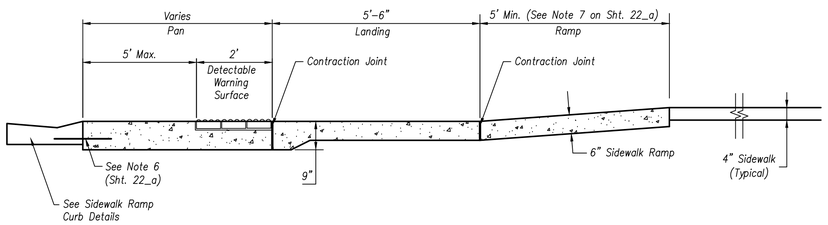
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

SIDEWALK & SIDEWALK RAMP DETAILS

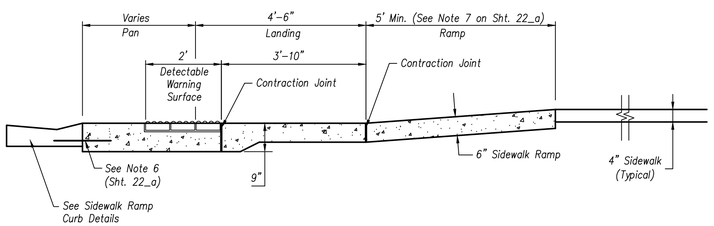
DATE: 01/20/04 SHEET: 16



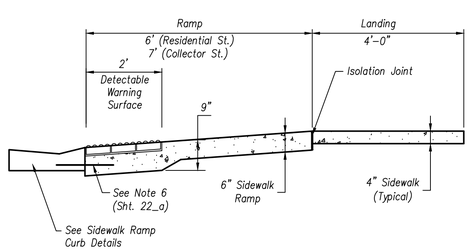
Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Thoroughfare Configuration)



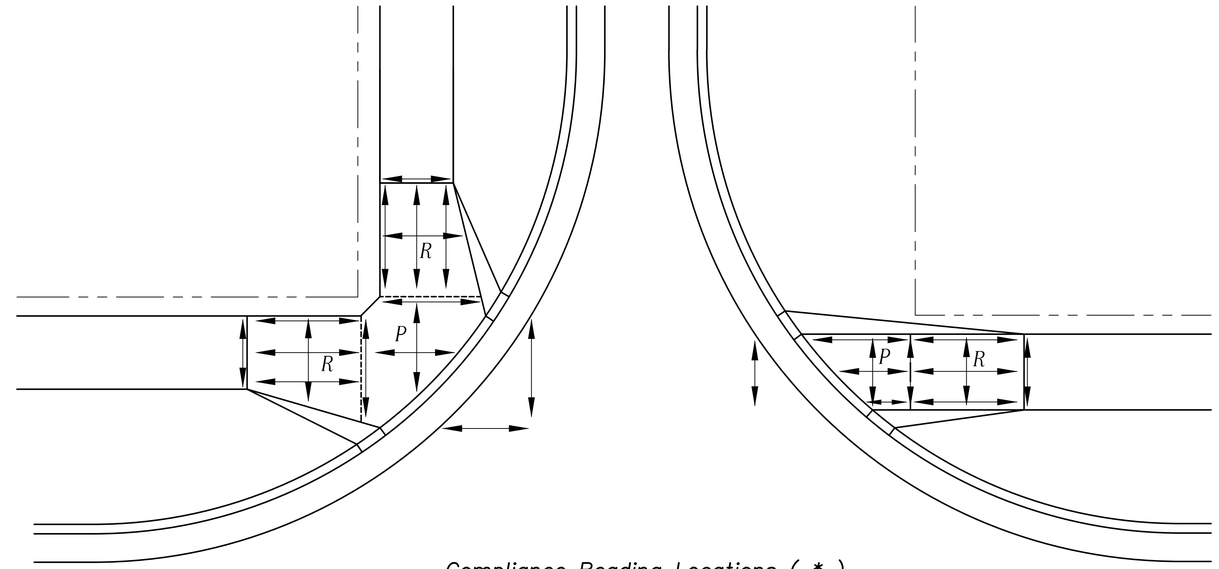
Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Collector Configuration)



Section A–A
Type B Sidewalk Ramp
(Thoroughfare/Residential Configuration)

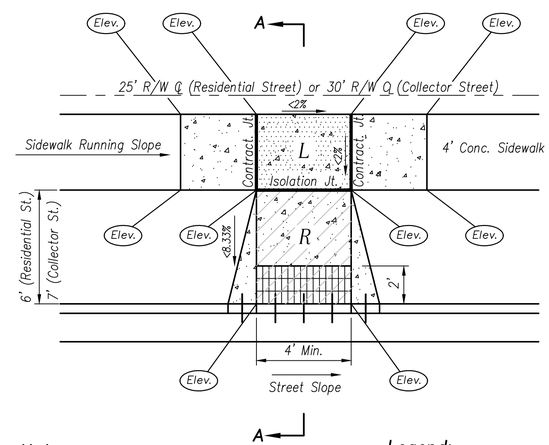


Section A–A
Type B Sidewalk Ramp
(Mid–Block Ramp Detail)



Compliance Reading Locations (*)

* – Measurements shall be taken in accordance with current PROWAG requirements.



Notes:

1. Ramp cross slope will transition from street slope to 2% or less at landing.
2. Landing elevation will be set to limit maximum ramp slope 1"/ft.
3. If sidewalk running slope is 6% or less, use 1 square on either side of landing to transition from running slope to landing slope.

Legend:

- R — Ramp
- L — Landing
- P — Pan
- Detectable Warning Surface (Soldier Course Pattern)

Mid–block Ramp Detail

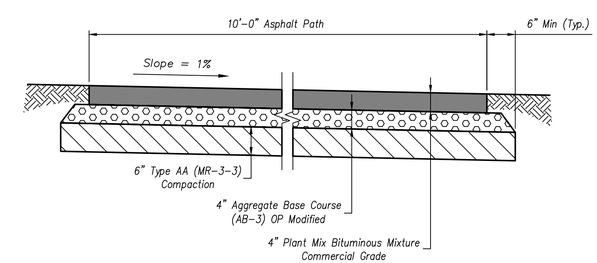
Sidewalk Ramp Elements General Requirements.

RAMP (Required to transition elevation): Max Longitudinal Slope – 8.33%
Max Cross Slope – 2%
Min Width – 4'
Min Length – 5'

LANDING (Required to change direction of travel): Max Longitudinal Slope – 2%
Max Cross Slope – 2%
Min Width – 4'

PAN: Max Longitudinal Slope – 2% (where possible)
Max Cross Slope – 2% (where possible)

DETECTABLE WARNING SURFACE: Width equals Ramp Opening Width @ Curb
Min Length – 2'
Domes should be aligned with direction of travel.



Standard Asphalt Bike/Hike Path

Year 2015 Edition

REVISIONS:	
Jan. 2004	ADA Compliance
Feb. 2005	Miscellaneous
Jan. 2006	ADA Compliance

RELATED ORDINANCES:
OPMC Title 13

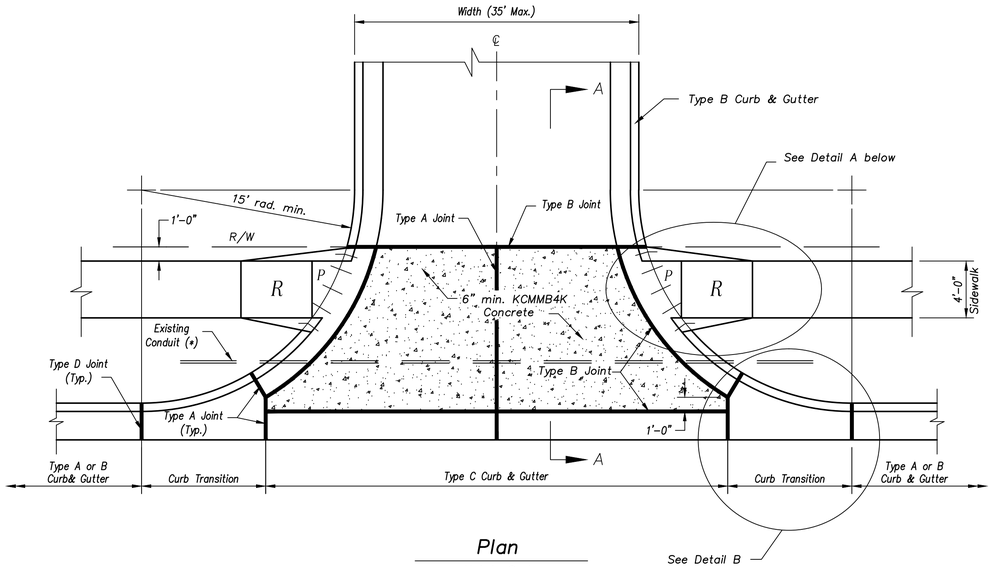
OVERLAND PARK
KANSAS
ABOVE AND BEYOND. BY DESIGN.

DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

SIDEWALK & SIDEWALK RAMP DETAILS

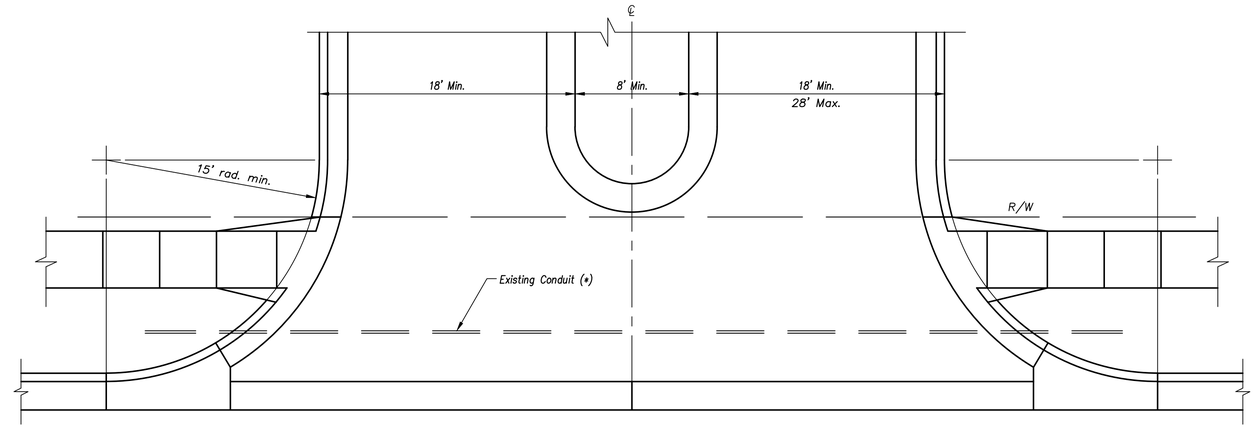
DATE: 01/20/04 SHEET: 17

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\sw-ramp.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details



Plan

Not to Scale

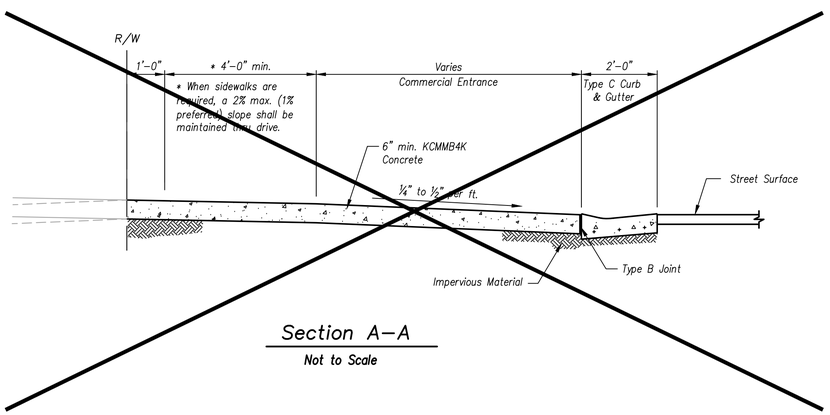


(*) When installing a commercial drive across existing direct buried streetlight cable, the contractor shall install 2" HDPE Conduit (gray) from streetlight appurtenance to streetlight appurtenance and new 3-1c #4 electrical cable. Contractor shall connect new cable to existing cable with new fused and unfused electrical connectors if in the base of a streetlight pole.

Plan

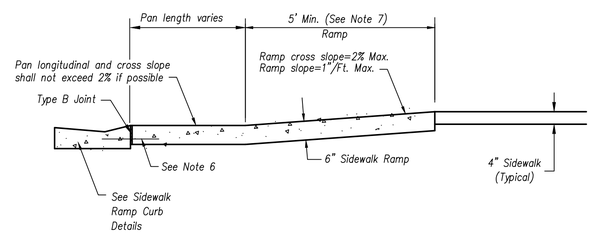
Not to Scale

COMMERCIAL ENTRANCE WITH MEDIAN



Section A–A

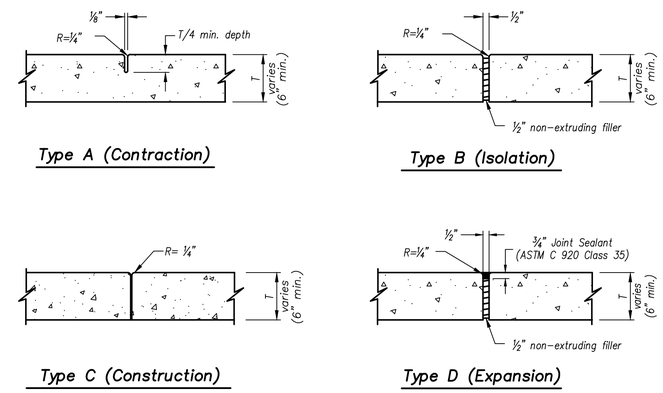
Not to Scale



Section B–B (*)

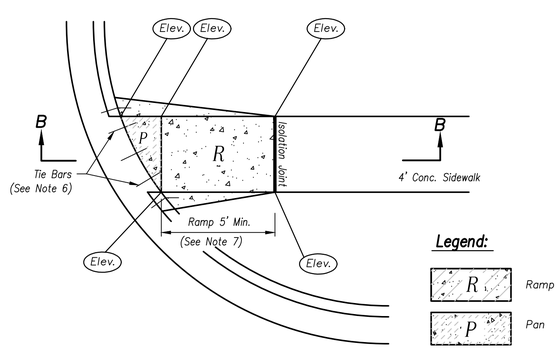
(* – See Note 4 for application of Detectable Warning Surface)

Not to Scale



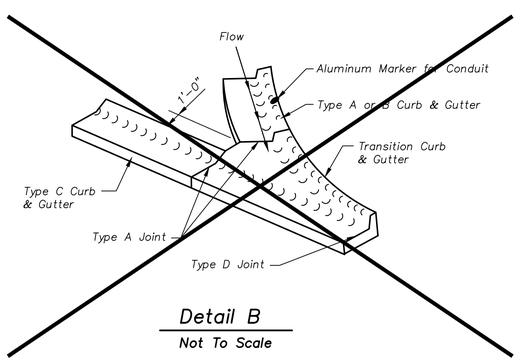
JOINT DETAILS

Not to Scale



Detail A

Not to Scale



Detail B

Not To Scale

COMMERCIAL ENTRANCE DETAIL

(2015 Edition)

Commercial Drive Notes:

1. Overland Park Municipal Code (OPMC) and Overland Park Design and Construction Standards Manual (OPDCSM) are incorporated, except as otherwise noted.
2. KCMMB4K Concrete shall be used throughout.
3. Concrete pavement shall be jointed with Type A joints. No jointed slab shall exceed 12' x 12'.
4. Detectable warning surfaces are not allowed at non-signalized entrances. For signalized entrances use Type A ramp as shown on "Sidewalk and Sidewalk Ramp Details".
5. ADA compliance will be measured at points labeled (Elev.).
6. Install 18" tie bars #4 epoxy coated @ 18" o.c. and through wings as shown.
7. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15'.
8. ADA maximum ramp slope = 1"/Ft. ADA maximum cross slope = 2%
9. Top of curb elevations shall be shown at quarter points and curb returns.
10. Any additional steel reinforcement shall be approved by the City Engineer.
11. See Curb Replacement Detail for additional requirements.

DRAWING NAME: K:\Details_Specs\Detail_Drawings\details_english\revision_15\drive-c.dwg
WEB SITE ADDRESS: http://www.opkansas.org/Doing-Business/Construction-Details

Year 2015 Edition

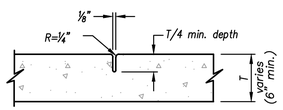
REVISIONS:	
07/01/03	Concrete Mix Designation;
Jan. 2005	ADA Compliance;
Feb. 2008	Miscellaneous;
Jan. 2009	Joint Locations; Miscellaneous;
RELATED ORDINANCES:	
OPMC Title 13	

OVERLAND PARK KANSAS
ABOVE AND BEYOND. BY DESIGN.

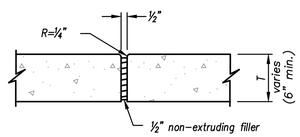
DEPARTMENT OF PUBLIC WORKS
STANDARD DETAILS

COMMERCIAL ENTRANCE DETAIL

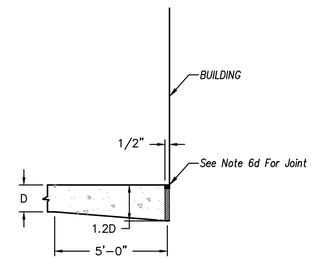
DATE: 08/10/98 | SHEET: 18



Type A (Contraction)

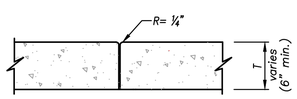


Type B (Isolation)

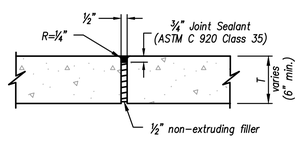


Type B (Isolation)

Against a Building



Type C (Construction)



Type D (Expansion)

JOINT DETAILS

Not to Scale

HARDSCAPE NOTES

1. ALL SITE FURNISHINGS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS, IN THE LOCATIONS SPECIFIED WITHIN THESE PLANS.
2. CONTRACTION JOINTS SHALL BE 1/4 OF SLAB THICKNESS. ALL CONTRACTION JOINTS SHALL BE SAWED.
3. ALL SIDEWALK CONCRETE SHALL HAVE A LIGHT BROOM FINISH. THE CONTRACTOR SHALL PROVIDE A MOCK UP ON SITE FOR APPROVAL BY THE ENGINEER AND LANDSCAPE ARCHITECT BEFORE CONCRETE WORK BEGINS.
4. A DOWELED EXPANSION JOINT SHALL BE PROVIDED IN ALL LOCATIONS WHERE THE CONCRETE HARDSCAPE IS CONNECTING TO THE CONCRETE ENTRY IN FRONT OF EACH EXISTING DOOR. DOWEL TO BE #4 BAR 2' LONG (12" INTO CONCRETE PAVING), 18" O.C. ACROSS A DISTANCE TWO FEET EITHER SIDE OF THE DOORWAY MIN.
5. 6X6X6 WELDED WIRE MESH IS TO BE USED IN ALL 5" CONCRETE PAVEMENT. THE WELDED WIRE MESH SHALL BE SUPPORTED BY BAR CHAIRS TO SUSPEND THE MESH THAT ALLOWS WORKERS TO STAND ON THE MESH WHILE PLACING THE CONCRETE WITHOUT DEFORMING THE MESH.
6. CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS SHOWN ON PLANS WITH A MINIMUM SPACING AS FOLLOWS:
   a. LONGITUDINAL CONSTRUCTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 12 FEET, TOOLED TO 1/4 THE SLAB THICKNESS AND OF THE KEYED (TOUNGE AND GROOVE) TYPE.
   b. TRANSVERSE CONSTRUCTION JOINTS AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE AND OF THE KEYED TYPE.
   c. TRANSVERSE CONSTRUCTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 6 FEET FOR 5" PAVEMENT SHOULD BE TOOLED TO 1/4 OF THE SLAB THICKNESS.
   d. ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES, BOLLARDS, LIGHT POLES, STAIRS AND OTHER FIXED STRUCTURES, CONSTRUCTED WITH A 3/4" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
   e. ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL ABUTTING EDGES TO BE THICKENED AS DESCRIBED IN "D".
7. CONTRACTOR TO RESET FLUSH ALL MANHOLE COVERS, VALVE BOX LIDS, AND ANY OTHER LIKE ITEMS THAT ARE TO REMAIN IN THE PAVED AREAS.

OLSSON ASSOCIATES®
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonassociates.com

PAUL B. MOORE
LICENSED
16507
KANSAS
PROFESSIONAL ENGINEER
8-12-16

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

HARDSCAPE DETAILS

SYLVESTER POWELL COMMUNITY CENTER

MISSION, KANSAS

2016

drawn by: CJC
checked by: RBC
approved by: PBM
QA/QC by: JAF
project no.: 014-3299
drawing no. T_DET-HSC_170_43299
date: 8/12/2016

DWG: F:\PROJECTS\014-3299\170 -Sylvester Powell Community Center\40-Design\AutoCAD\Final Plans\Sheets\TRNS\DETAILS\T_DET-HSC_170_43299.dwg USER: cjcarroll
DATE: Aug 12, 2016 12:26pm XREFS: T_PTBLK_170_43299

CITY OF MISSION
KANSAS

Invitation to Bid
for
Sylvester Powell, Jr. Community Center

Sidewalk Replacement

Pre-Bid Meeting:
Wednesday, August 24, 2016, 9 a.m.

Bids Due and Opened:
Wednesday, August 31, 2016, 2 p.m.

The City of Mission, Kansas is accepting bids to reconstruct sidewalks, ADA ramps, and other concrete surrounding the City's Sylvester Powell, Jr. Community Center. Bids shall be submitted in according with the Bidding Documents, available from the City's website (**www.missionks.org**) or by contacting the City Clerk at (913) 676-8355.

Bids are due no later than Wednesday, August 31, 2016 at 2 p.m.
Received bids will be read aloud in the City Council Chambers at that time.

Contact John Belger, Public Works Director,
with questions via e-mail at **jbelger@missionks.org**.

City of Mission	Item Number:	8a.
ACTION ITEM SUMMARY	Date:	September 21, 2016
Public Works	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: GBA Task Order - 62nd Street Stormwater Repair

RECOMMENDATION: Approve the task order from GBA for survey, design, and bid phase services for repairs to the storm drainage infrastructure failure at 6419 W 62nd Street in an amount not to exceed $11,100.00.

DETAILS: Due to significant amounts of rainfall this year, a number of stormwater infrastructure failures have occurred. Sinkholes have formed adjacent to these failures causing unsafe conditions for the public.

At the September Community Development Committee meeting, Council considered a task order for three stormwater infrastructure repairs at various locations citywide. Two additional failures were noted at the meeting, one at City Hall and the other at 6419 W 62nd Street, and were going to be brought back before the Council for future consideration.

Since that time, the failure at City Hall was repaired by Public Works staff. This task order covers repairs to the failure adjacent to the property at 6419 W 62nd Street. The scope and fees identified in the memo from GBA includes surveying, site investigation, and development of plans for repairs this location. Project administration and bid phase services are included in the proposal also.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	22-61-207-93 Engineering/Architect Services
Available Budget:	$193,400

GBA
architects
engineers

September 21, 2016

John Belger
Public Works Director
4775 Lamar Ave
Mission, KS 66202

SUBJECT: Mission Emergency Storm Repairs – 6419 W 62nd Street
Authorization of Services

creating remarkable solutions
for a higher quality of life

John,

Per your direction, please review the scope of services below:

SCOPE OF SERVICES

This project consists of assisting the City of Mission, Kansas (Mission) with survey, design, and bid phase services for addressing storm system repair issues related to a pipe at 6419 W 62nd Street which was damaged in a recent storm event. GBA will provide design, easement research, and survey services to assist Mission with reviewing storm system issues, recommending and discussing courses of action, preparing repair drawings, preparing specifications for bidding, and assisting with bid review.

9801 Renner Boulevard
Lenexa, Kansas
66219-9745

913.492.0400
913.577.8200 fax

GBA Companies
Lenexa, KS
Kansas City, MO
O'Fallon, MO
Chesterfield, MO
Omaha, NE
Rock Island, IL
Broomfield, CO

www.gbateam.com

Task 1 Project Administration

$800

a. Invoices. Prepare and submit an invoice for the completed work.

b. Project Management. Manage and administer project including invoicing, and allocate resources to complete the project within schedule and budget limitations. Project meetings will be limited to a maximum of 2 project meetings. It is assumed that all project related meetings will take place at the Mission Public Works facility. In the event there is consideration to change the scope of the project, the Consultant shall develop and present the potential scope adjustment to Mission on all anticipated cost and schedule impacts on the Consultant's work.

Task 2 6419 W 62nd Street

$8,000

a. Gather Mission provided CCTV of existing system and reports of system problems and review for potential design solutions.

b. Site visit of repair location to confirm and validate design solutions.

c. Survey of project area for flowline information of existing system, roadway limits, sidewalks, landscaping, and any other existing surface conditions which may affect the construction cost of the repair.

d. Preparation of drawings and repair details on 11x17 sheets. Maximum of 3 sheets.

e. Assist Mission with notification to affected residents where repairs will either affect the use of resident's property or where repairs fall outside of typical roadway right-of-ways.

f. Obtain ownership and encumbrance information for affected parcels to verify storm location and notify Mission if storm repairs will fall outside of easement or right-of-way conditions.

Task 3 Bid Phase Services

$2000

a. Provide special conditions, measurement and payment, bid form, and opinion of probable cost.

b. Assist Mission with the distribution of plans to a select number of bidders. Answer questions from bidders and provide an addendum as necessary.

c. Assist Mission with the review of the bids, development of bid tabulation, and make a recommendation of award.

Expenses Ownership and Encumbrances, Mileage, and Printing

$300

PROPOSED FEE = $11,100

ASSUMPTIONS AND EXCLUSIONS

1. Scope and fee assumes that all projects will be bid separately form other projects.

2. No easement document preparation is included. If repairs are determined, through the O&E research, to be outside of easements or right of ways a scope adjustment will be necessary.

3. Mission shall provide, or provide access to, all necessary CCTV, reports, as-builts, and existing maps of existing pipe segments as needed for GBA to review to aid in design of plans.

4. No pre-bid meeting anticipated.

5. Hydrologic and hydraulic analysis shall be limited to the rational method and headwater to depth calculations for storm sewer conveyance at defined problem areas.

6. Contractor shall coordinate site access issues, utilities, and develop traffic control plans, as necessary.

7. Utility coordination during design development has not been included as part of this scope of work.

8. No permitting or assistance to obtain permits will be done as part of this project.

SCHEDULE

Anticipated schedule: September 26th through November 18th, 2016.

BASIS OF PAYMENT

GBA will complete the work tasks described in the above listed Scope of Services on an hourly rate plus expenses basis. Invoices will be submitted for all work completed during each previous month, including an itemized task summary as required by the City staff, and will become due and payable within thirty (30) days.

We appreciate the opportunity to serve you on this important project. If you agree with the project scope, schedule, and fee, please sign the following project authorization form and mail the original back to GBA at our attention.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.

G. Cory Clark, P.E.
Sr. Associate / Municipal Group Leader

Doug Carpenter, CPESC
Project Manager

GBA
architects
engineers

I hereby authorize George Butler Associates, Inc. (GBA) to perform the tasks in the above listed Scope of Services. I acknowledge and agree with the listed project schedule and fee. I further agree to pay the monthly invoices from GBA for the services provided within thirty days of receipt.

Authorized by: _____

Title: _____

Date: _____