

City of Mission
Regular Meeting Agenda
Wednesday, November 19, 2014
7:00 p.m.
Mission City Hall, 6090 Woodson

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

- Proposed Herald Corner (TIF) Redevelopment District

1. SPECIAL PRESENTATIONS

- Safehome Presentation - "No Shave November"
- Recognition of Citizen's Academy Graduates

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 requests, an item may be removed from the consent agenda for further consideration and separate motion.

CONSENT AGENDA - GENERAL

- 3a. [Minutes of the October 15 City Council Meeting](#) and [October 29, 2014 Special City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 11-5-14](#)
[Finance & Administration Committee Meeting Minutes 11-5-14](#)

- 3b. 2015 Employee Benefit Renewals
3c. 2015 Human Service Fund Recommendations
3d. Resolution Declaring Surplus Property

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 11-5-14](#)
[Community Development Committee Meeting Minutes 11-5-14](#)

- 3e. Ordinance Amending Chapter 320: Parking Regulations
3f. Operation Greenlight Interlocal Agreement

COMMUNITY COMMITTEE REPORTS

We have included available minutes for each Community Committee in your packets. If you have questions about these committees, you may bring them up under New Business.

Mission Convention & Visitors Bureau
Mission Arts Council
Mission Tree Board
Sustainability Commission
Parks and Recreation Commission

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Amy Miller

[Finance & Administration Committee Meeting Packet 11-5-14](#)

[Finance & Administration Committee Meeting Minutes 11-5-14](#)

Community Development, Steven Lucas

[Community Development Committee Meeting Packet 11-5-14](#)

[Community Development Committee Meeting Minutes 11-5-14](#)

6a. Herald Corner TIF District

6b. 7080 Martway Building Demolition Contract

6c. Resolution Accepting Johnson Drive Parking Task Force Recommendations

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. MAYOR'S REPORT

Appointments

Parks & Recreation Commission

- Nathan Dormer, Ward III
- Erin Beaslin, Ward IV

Mission Convention & Visitors Bureau

- Jarvis Rhone, Ward II

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
DISCUSSION ITEM SUMMARY	Date:	10/31/2014
Community Development Department	From:	Martin Rivarola

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

RE: Tax Increment Financing Application - Ordinance Creating Redevelopment District

RECOMMENDATION: Approve an Ordinance making certain findings with respect to the establishment of a redevelopment district in the City of Mission and establishing a redevelopment district (Herald Corner Project Redevelopment) pursuant to K.S.A. 12-1770, et. seq., as amended, in the area generally bounded by Metcalf Avenue, Johnson Drive, Broadmoor Street, and Martway Street and described as 7080 Martway Street.

DETAILS: The City Council has adopted a Purchase and Predevelopment Agreement (Agreement) with Brinshore Development. This Agreement would execute the sale of city-owned property at 7080 Martway Street for redevelopment into an affordable senior housing project. The sale of land is contingent on a number of factors, including 1) award of Low Income Housing Tax Credits (LIHTC) by the Kansas Housing Resources Corporation (KHRC); 2) approval of city incentives such as Tax Increment Financing (TIF) and Industrial Revenue Bonds (IRBs); and, 3) approval of development plans.

The Agreement contemplates consideration of TIF by the City. Award of TIF involves a two step process. The first step is the establishment of the physical boundaries of the TIF district, and the second step provides for approval of a specific project plan within the established district. Both processes have a sequence of events, notices, and public hearings prescribed by State Law and Mission's TIF policy. Brinshore has now submitted application for creation of a TIF District and is in the process of preparing a Development Plan which would meet the City's Zoning Regulations and contain the findings required by City TIF policy for consideration by the City Council.

According to State Statutes, certain criteria must be met, at a minimum, in order to qualify as a TIF District. Staff and the City's legal team have reviewed the TIF Application and supporting documentation (attached and excerpted below), and substantially concur with the findings regarding eligibility for creation of a Redevelopment TIF District at this location (See additional Staff comments at end of this Action Item Summary). A Public Hearing is set for this matter, and is scheduled for November 19, 2014. (Criteria for Establishment of Conservation Area are also included at end of this Action Item Summary)

Anticipated Project Timeline is as follows:

November 2014	Creation of TIF District
	Approval contract for demolition of 7080 Martway
First quarter 2015	Demolition of Building
February 2015	Developer submits for State LIHTC (Tax Credits)

Related Statute/City Ordinance:	K.S.A. 121770 et seq.; City Council Policy 106
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	6a.
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Action items require a vote to recommend the item to full City Council for further action.

May 2015	Notification of award of Tax Credits by State (KHRC)
June-August 2015	Consideration of TIF Redevelopment Project Plan and final Development Agreement
June-July 2015	Consideration of development plans
Fall 2015	Project permitting
Fall/Winter 2015	Project construction

The City Council has expressed a desire to see the building demolished as soon as possible. Legal counsel recommends the establishment of a TIF Redevelopment District prior to demolition of the building. Assuming Council approval, the proposed Herald Corner TIF redevelopment district would be established in November 2014, thereby clearing the way for building demolition by January 2015.

Excerpt from Brinshore Memorandum to City of Mission Regarding Conservation Area Designation: Kansas Statute: According to KSA 12-1770a(d): A "Conservation area" means any improved area comprising 15% or less of the land area within the corporate limits of a city in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

- (1) Dilapidation, obsolescence or deterioration of the structures;
- (2) illegal use of individual structures;
- (3) the presence of structures below minimum code standards;
- (4) building abandonment;
- (5) excessive vacancies;
- (6) overcrowding of structures and community facilities; or
- (7) inadequate utilities and infrastructure.

SATISFACTION OF THRESHOLDS REQUIREMENTS TO BE DEEMED A CONSERVATION AREA: 7080 Martway contains a structure that was built in 1930 is located in an area that is not yet blighted but may become a blighted area due to the existence of the following factors:

- (1) Dilapidation, obsolescence or deterioration of the structures. 7080 Martway contains a two-story building that is in poor condition. The building has deteriorated to a point where demolition is the only viable option for future use. (Staff Note: We have not determined the economic viability of leaving the structure in place)
- (5) Excessive vacancies. The building has been vacant since 2006. Because the City of Mission is the owner and it is tax exempt, the property has not been paying ad valorem property taxes and the building has sat idle and vacant for eight years.

Related Statute/City Ordinance:	K.S.A. 121770 et seq.; City Council Policy 106
Line Item Code/Description:	N/A
Available Budget:	N/A

**CITY OF MISSION
6090 WOODSON ROAD
MISSION, KANSAS 66202
(913) 676-8350**

APPLICATION FOR TAX INCREMENT FINANCING

(Applicant may attach supplemental documents to the application rather than typing the answers on the form below. The supplemental documents shall be in the same order as requested below.)

A. PROJECT:

1. Business Name	<u>Herald Corner Dev, LLC</u>
Address	<u>7080 Martway Mission, KS 66202</u>
Telephone #	<u>224-532-8911</u>
Fax #	<u>847-562-9401</u>
Contact Person	<u>Todd Lieberman</u>

2. Brief description of business.

32 units of mixed-income senior rental housing and related amenities. See
attached in EXHIBIT A the developer's experience and recent awards .

3. Names and addresses of the principal owners, officers and directors of the firm requesting the Tax Increment Financing.

David Brint is the owner of Brint Development, Inc., which is a member of Brinshore
Development, LLC, which is a member of Herald Corner Dev Manager, LLC, the managing
member of Herald Corner Dev, LLC, the contract purchaser and future property owner of
7080 Martway.

4. Legal description, address, parcel ID's, and size of project site.

Johnson County, Kansas Parcel ID Numbers:
KF251208-2020, KF251208-2003, KF251208-2021, KF251208-2048, KF251208-2066
The site is an irregular shaped collection of lots shown in EXHIBIT B on a survey
provided by the City and transposed to an aerial photograph from Johnson County
GIS information. The site is bounded by Metcalf Avenue to the west, Martway to
the south and private property owners to the east and the north.

APPLICATION FOR TAX INCREMENT FINANCING

5. **Proposed Project:** Description of building(s) including square footage, materials, proposed use, etc. Attach site plan if available.

32 units of mixed-income senior rental housing. 39 off-street parking stalls.

31,085 gross square feet. The exterior materials will be a mix of hardie lap siding and brick.

Attached in EXHIBIT C please find a conceptual site plan, floor plan, unit layouts and elevations for the proposed project.

6. **If property is to be subdivided, describe division planned.**

Property has not been platted. Developer will subdivide the property as part of the development approvals process at a future date.

7. **Estimated Project Costs:** (Please enclose construction pro forma, if available)

ITEM	AMOUNT
Acquisition	\$140,000
City Administrative Fee	\$143,500
Site Improvements	\$696,587
Demolition	\$95,475
Buildings	\$3,339,889
Equipment	\$25,000
Architecture and Engineering	\$163,979
Legal Fees/Other Consulting Fees	\$92,500
Financing Costs	\$313,500
Contingency	\$181,419
Other	
Utilities	\$20,000
surveying	\$7,500
Marketing	\$10,000
Insurance/Taxes During Construction	\$35,000
Project Reserves/Escrow	\$135,779
Tax Credit Allocation Fee	\$53,341
Developer Fee	\$795,000
TOTAL	\$6,248,469
*CONSTRUCTION COST ESTIMATE IS ATTACHED	

IN EXHIBIT D

APPLICATION FOR TAX INCREMENT FINANCING

8. Source of Financing.

a.	Equity	\$ 4,877,420
b.	Bank Financing	539,000
c.	Tax Increment Assistance *	252,000
d.	Other <u>Federal Home Loan Bank AHP Grant</u>	400,000
e.	Other <u>Deferred Developer Fee</u>	180,049

* Pay-As-You-Go proceeds will support \$252,000 in additional bank debt

	TOTAL	\$ 6,248,469
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9. Form of tax increment financing requested: PAY AS YOU GO Pay-
as-You-Go or _____ Bonds.

10. Name and address of architect, engineer and general contractor

Architect - El Dorado - 510 Avenida Cesar E Chavez, Kansas City, MO 64108
Straub Construction - 7775 Meadow View Drive Shawnee, Kansas 66227
Engineers to be engaged under architect contract and names furnished to
city at a future date

11. Project Construction Schedule.

a.	Construction Start Date	Estimated 4th Qtr 2015
b.	Construction Completion Date	Estimated <u>4th Qtr 2016 / 1st</u>
c.	If phased project	Qtr 2017
	_____ Year	_____ % Complete
	_____ Year	_____ % Complete

12. Total estimated market value of project upon completion \$ 2,250,000

APPLICATION FOR TAX INCREMENT FINANCING

13. Estimated real estate taxes generated by project upon completion (Please show calculations)

Current taxes - \$0

Future Taxes - \$29,168 in first year with new assessed value

*See calculation on EXHIBIT E

14. Projected number of new jobs created:

1 Full-time

4 Part-time

Seasonal

B. TAX INCREMENT FINANCING REQUEST

1. Describe the amount and purpose for which tax increment financing is required.

The pay as you go tax increment financing will provide the developer an additional \$252,000 in development sources in the form of a bank loan for the Herald Corner Development. Without this additional source of financing, the project sources would not be sufficient to pay for the project uses. The funding from TIF will be used to pay a portion of the estimated Site Improvement Costs of \$696,587. See EXHIBIT E for a detailed TIF estimate.

APPLICATION FOR TAX INCREMENT FINANCING

2. **Statement of necessity for use of tax increment financing for project.**

The revenue from the TIF will support debt required to develop the project. But for the availability of TIF revenue for this Project, the Project is not economically feasible

3. **Specify below any other data or information you deem pertinent for the City's consideration in this application:**

Herald Corner will provide affordable housing to Mission residents that cannot afford other nearby elderly housing options.

4. **If requesting bonds, please attach two complete sets of the following items to the application:**

(a) Certified copies of the applicant's financial audits for the past three years.

(b) Applicant's most recent annual or quarterly financial report.

EXHIBIT A

BRINSHORE PREVIOUS DEVELOPMENT EXPERIENCE

Founded in 1994, Brinshore Development, LLC is a private firm specializing in the development of affordable and mixed-income housing. David Brint and Richard Sciortino, Brinshore's principals, each gained a decade worth of real estate development experience in affordable housing prior to co-founding Brinshore Development. Their expertise in all aspects of real estate development, helped to formulate a business plan that includes project conception through construction completion, ownership, and asset management.

To date, Brinshore has completed 50 tax credit funded projects (75 total), with several more under construction or development, comprised of over 4,300 apartments and homes valued at more than \$1 Billion. Brinshore is one of the nation's largest and most successful housing development firms in the affordable housing market. Their professional staff possesses a wealth of experience in using complex funding mechanisms to make its rental units affordable to families across the income spectrum. Brinshore has built a diverse portfolio, including developments targeted at families with low to moderate incomes, senior communities, and a mix of market rate units. Brinshore has also developed more than 275 for-sale homes as well as more than 80,000 square feet of retail space.

Brinshore Development's headquarters is located in Northbrook, Illinois. Brinshore has a second office in Kansas City, MO at 208 W. 19th Street Kansas City, MO 64108, which opened in late January 2014.

Brinshore's developments are located in cities across the country, including Indianapolis and Lafayette, Indiana; Milwaukee, WI; Ft. Madison, Iowa; Kalamazoo, Michigan; Omaha, Nebraska, and the following cities in Illinois: Aurora, Bloomington, Canton, Champaign, Chicago, Galesburg, Highland Park, Joliet, Lincoln, Mattoon, Melrose Park, Naperville, Rock Island, Rockford, and Urbana. Brinshore will also be growing its presence in Kansas and Missouri with the opening of its new office.

Brinshore's projects include rehabilitation, new construction, and historic renovation. Brinshore has experience in affordable and market rate residential family and senior rental as well as residential for sale, and retail/commercial rental. Brinshore also has expertise in developing affordable artist housing and permanent supportive housing.

Low Income Housing Tax Credits (LIHTC) Funded Projects

Brinshore prides itself on its success in financing mixed income affordable rental housing using layered financing, including low income housing tax credits. Since its first project in 1994, Brinshore's has been one of the most consistently successful developers in obtaining tax credit reservations from IHDA in Illinois, WHEDA in Wisconsin, IHCDA in Indiana, IFA in Iowa, MSHDA in Michigan, and the City of Chicago, Illinois receiving tax credits and closing on 50 projects. To enhance affordability for its residents, Brinshore has used more than 25 different subsidy programs in its developments, and is always prepared to learn the rules for new sources of finance. Brinshore leverages these scarce dollars with private funds to create needed affordable housing in mixed income settings and to catalyze neighborhood investment.

RECENT AWARDS

- Affordable Housing Finance Readers' Choice Awards, Best Urban Project - Affordable Housing Finance magazine - Park Douglas, Chicago, IL (2013)
- Chicago Landmark Award for Preservation Excellence – City of Chicago - Hairpin Lofts and Arts Center, Chicago, IL (2013)
- Award for Architectural Excellence in Community Design, Second Place- Richard H. Driehaus Foundation - Park Douglas, Chicago, IL (2012)
- Best Urban Multifamily Development - State of Indiana Governor's Award for Excellence in Affordable Housing - Chatham Square, Lafayette, IN (2012)
- Illinois Affordable Housing Award – Illinois Housing Development Authority - A Safe Place II, Zion, IL (2012)
Good Neighbor Award: Mixed-Use Development - Chicago Association of Realtors

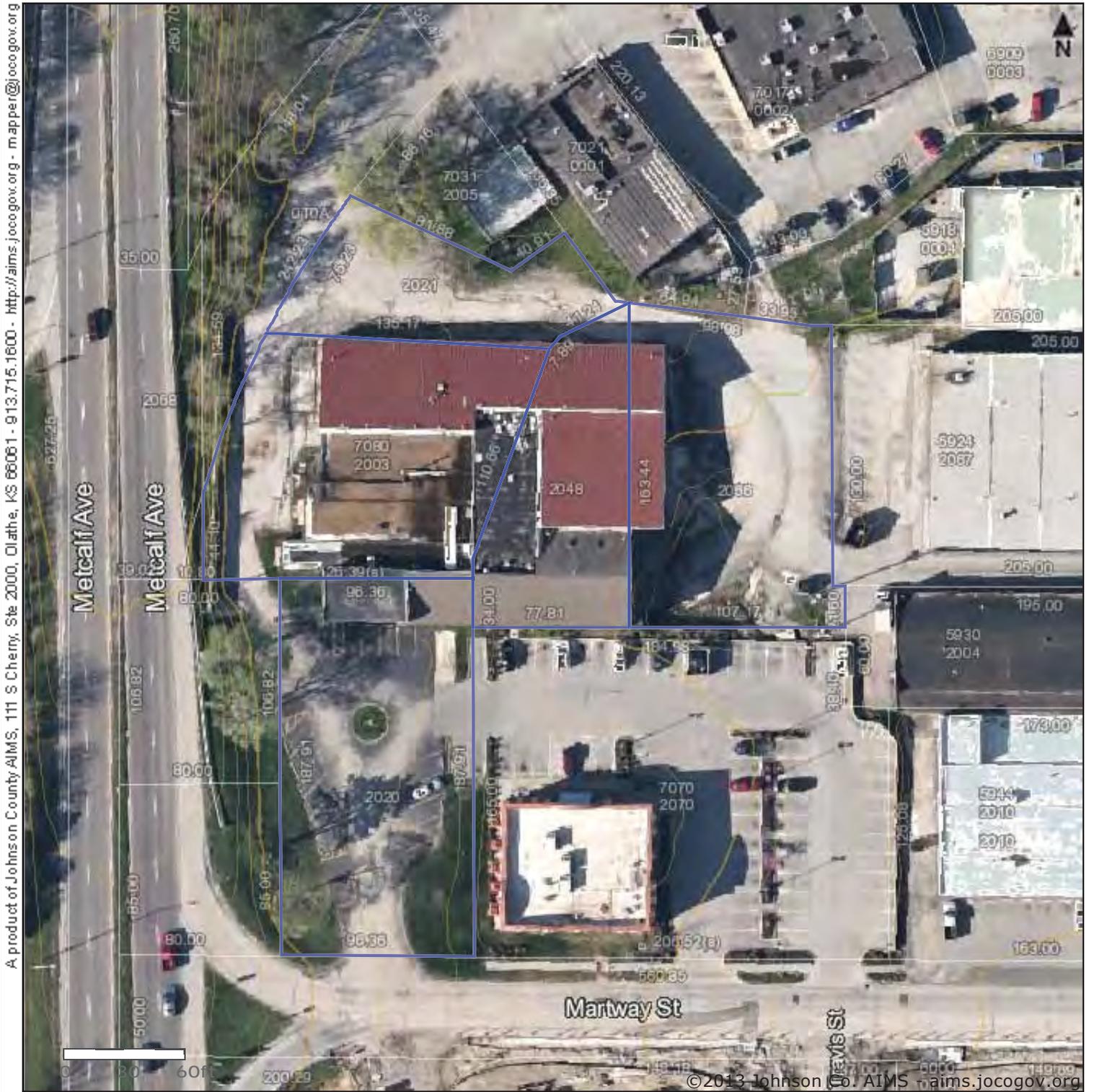
BRINSHORE

- Hairpin Lofts and Arts Center, Chicago, IL (2012) - Merit Award Winner Rehab Construction - Chicago Building Congress - Hairpin Lofts and Arts Center, Chicago, IL (2012)
- Residential Construction Project of the Year - Construction Industry Service Corporation - Park Douglas, Chicago, IL (2011)
- Jack Kemp Workforce Housing Models of Excellence Award – 2010 Urban Land Institute Terwilliger Center for Workforce Housing - Hyacinth Place Townhomes, Highland Park, IL (2010)
- Good Neighbor Award: - Chicago Association of Realtors - Hyacinth Place Townhomes, Highland Park, IL (2010)
- Best Urban Multifamily Development - State of Indiana Governor's Award for Excellence in Affordable Housing - Red Maple Grove, Indianapolis, IN (2008)
- Development of the Year Award: 2008 - Lake County Stormwater Management Commission - Hyacinth Place Townhomes, Highland Park, IL (2008)
- Historic Preservation Award for Outstanding Rehabilitation - Richard H. Driehaus Foundation - Sala Flats, Rock Island, IL (2006)
- Mixed-Income Project of the Year - HanleyWood Multi Family Executive - Westhaven Park Apartments, Chicago, IL (2005)
- Outstanding For-Profit Neighborhood Real Estate Project Award - Chicago Neighborhood Development Awards - Westhaven Park Apartments, Chicago, IL (2005)

GREEN DESIGN

- Hyacinth Place Townhomes - LEED for Homes: Gold Certified
- Hairpin Lofts – LEED Gold Certified; Enterprise Green Communities Certified
- Park Douglas – LEED Gold Certified Management Office; Energy Star Certified
- Chatham Square – LEED Silver Certified; Energy Star Certified
- Westhaven Park IIB – EnergyStar Certified
- Westhaven Park IIC - EnergyStar Certified
- Hansberry Square - EnergyStar Certified
- Savory Square - EnergyStar Certified
- Coleman Place - EnergyStar Certified
- Ashland Place - Enterprise Green Communities Certified
- Emerson Square - Enterprise Green Communities Designed (not yet certified)
- Buffett Place - Enterprise Green Communities Designed (not yet certified)
- Plowfield Square - Enterprise Green Communities Designed (not yet certified)

EXHIBIT B



Johnson Co AIMS Map

LEGEND



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10ft Contour Obscured

Intermediate (2ft)

2ft Contour Obscured

Parcel Line

Lot Line Original Lot Line

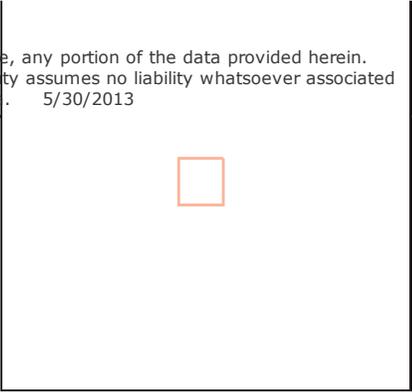
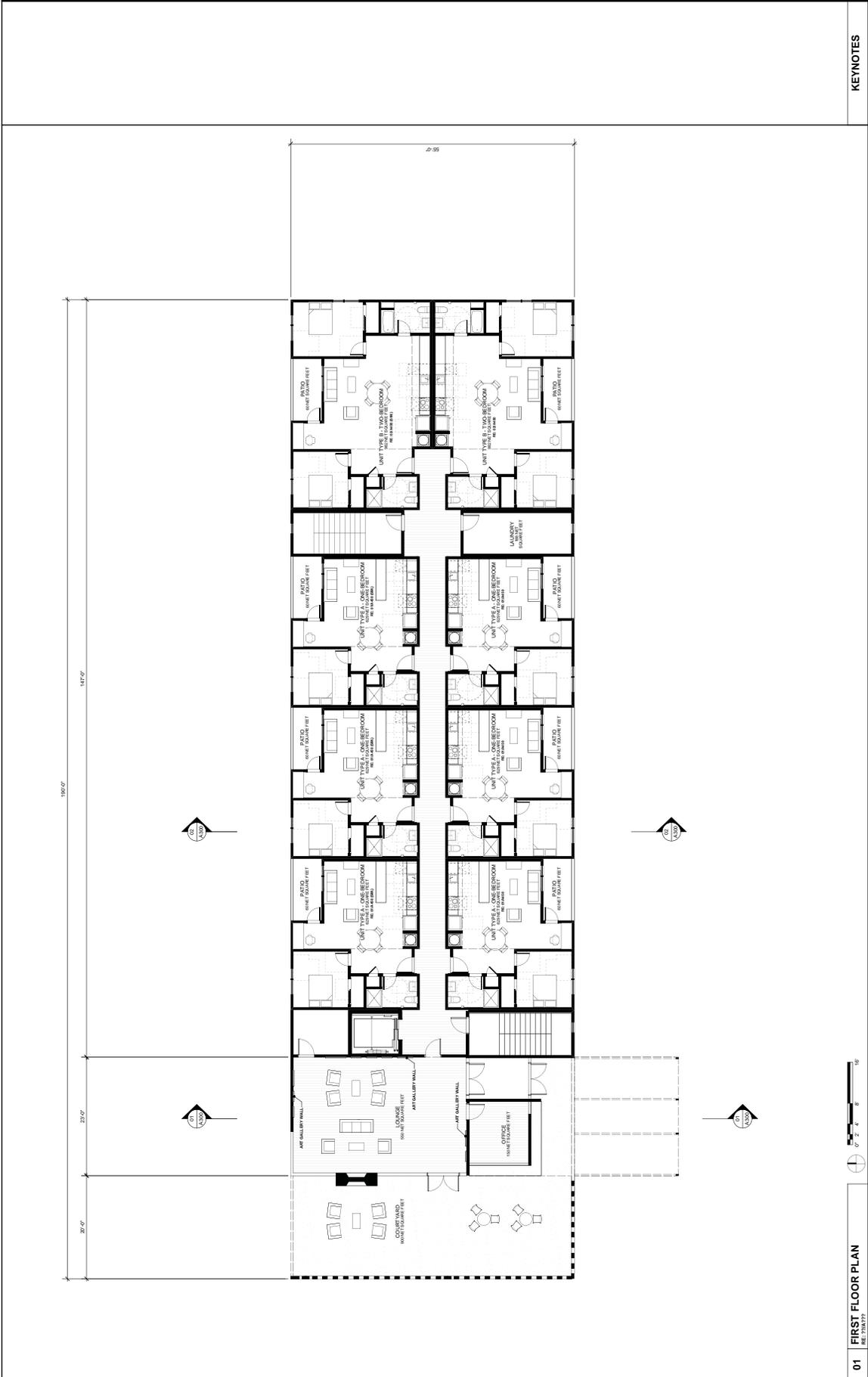


EXHIBIT C



01 FIRST FLOOR PLAN
REV. 11/20/17



CONSULTANTS

DATE	REVISION

ISSUE PACKAGE
SHEET NUMBER/PAGE

NAME
PROJECT
LICENSE NO. A.0000

HERALD CORNER
7008 BARTONWAY, MISSISSAUGA, ON L6G 0G2

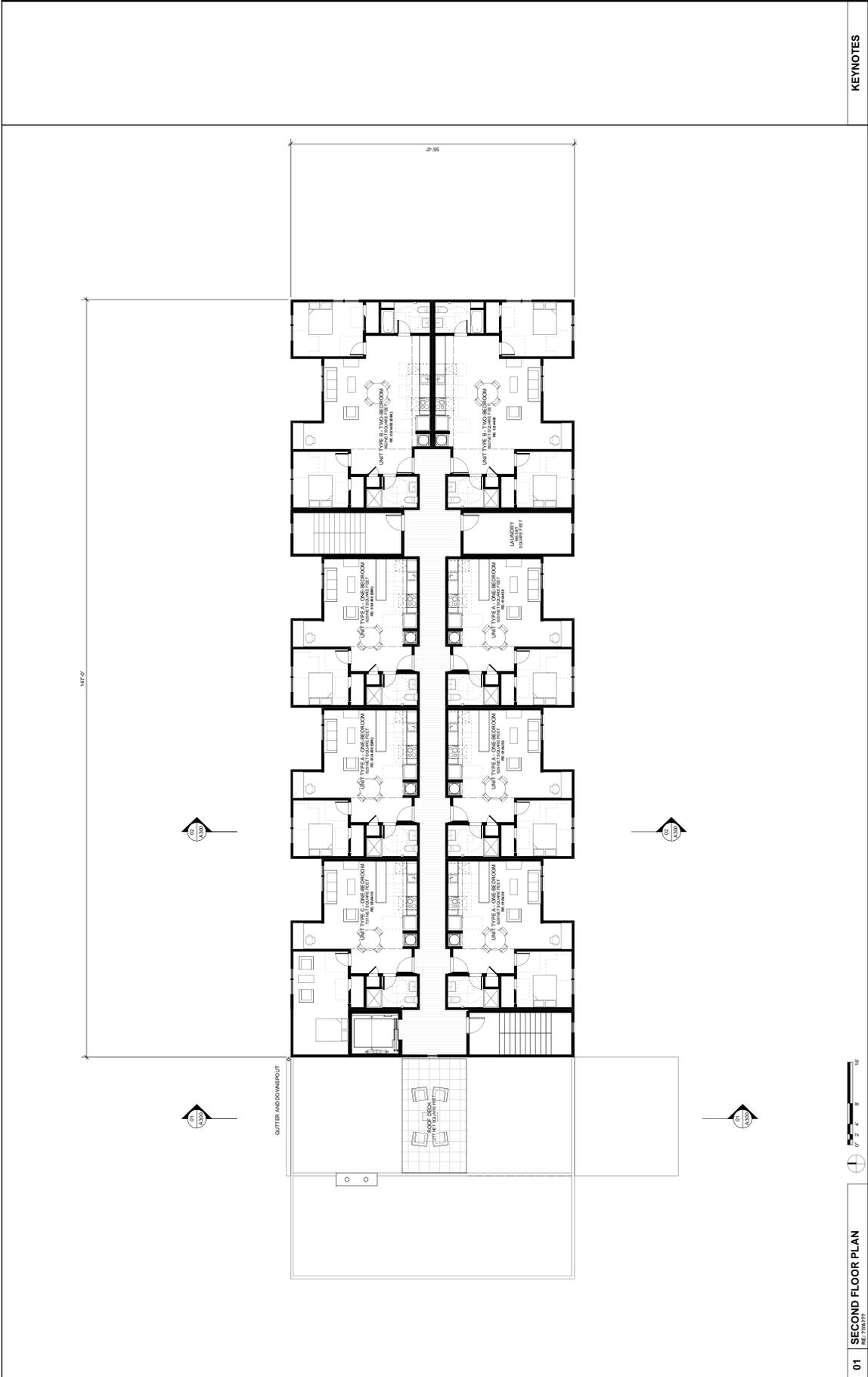
FLOOR PLANS

A100
PRELIMINARY - NOT FOR CONSTRUCTION

el dorado
AN EQUAL OPPORTUNITY FIRM

REGISTERED ARCHITECT
LICENSE NO. A.0000

7008 BARTONWAY, MISSISSAUGA, ON L6G 0G2
TEL: (905) 876-1111
WWW.ELDORADOARCHITECTURE.COM



KEYNOTES

FLOOR PLANS

A101

PRELIMINARY - NOT FOR CONSTRUCTION

HERALD CORNER
 7008 BARKWAY, MISSISSAUGA, ON L4V 6S2

CREATED BY: J.P. [unreadable]
 CHECKED BY: [unreadable]
el dorado
 AN IRVING-CLOUD COMPANY

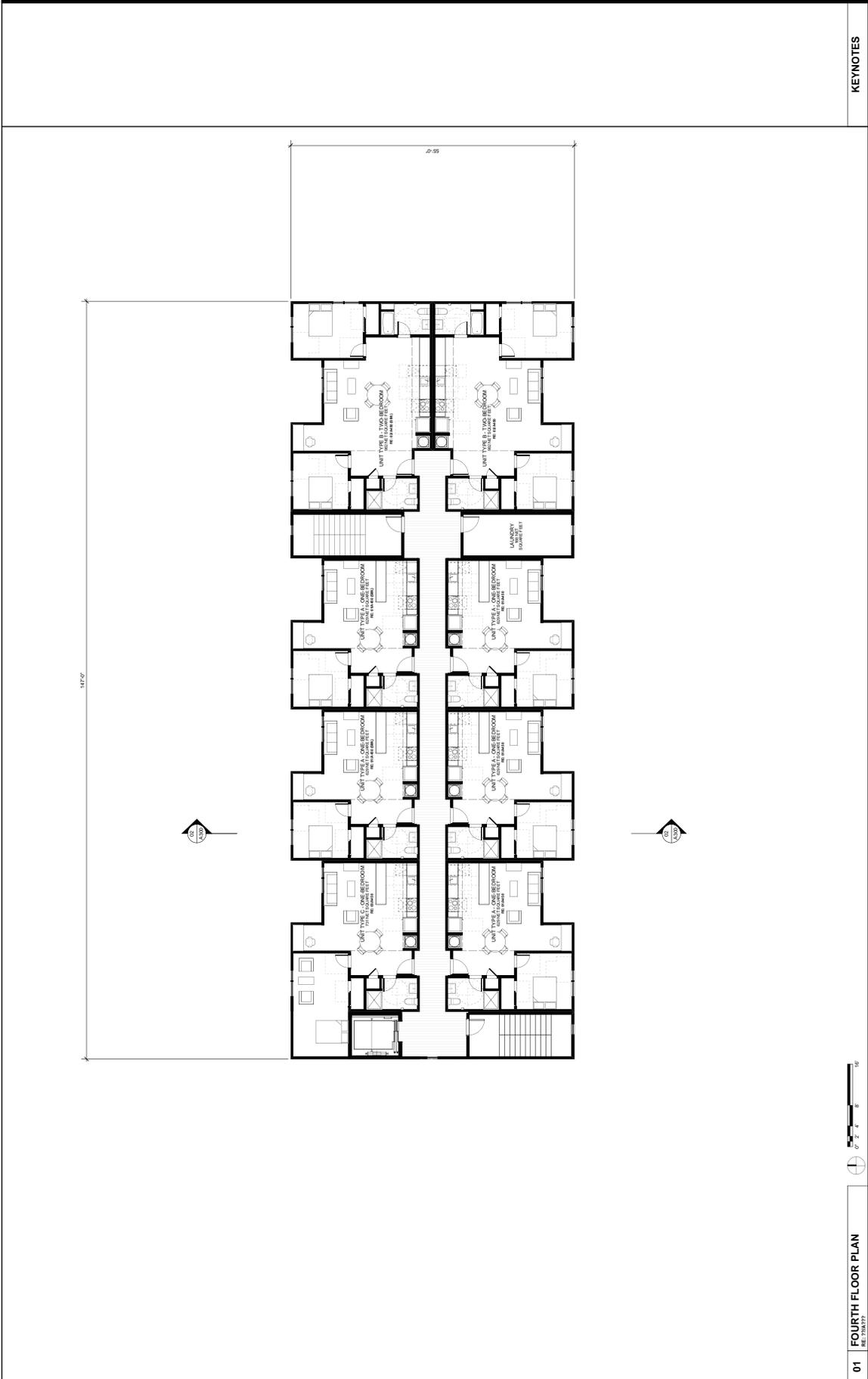
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 PROJECT: [unreadable]
 LICENSE NO.: A.1000

DATE	REVISION

CONSULTANTS

01 SECOND FLOOR PLAN
 (SEE PLAN 02)





KEYNOTES

FLOOR PLANS

A103

PRELIMINARY - NOT FOR CONSTRUCTION

HERALD CORNER
 7000 BARKWAY, MISSISSAUGA, ON L4V 6S2

el dorado
 100 BROADVIEW AVENUE, SUITE 1000, MISSISSAUGA, ON L4W 1M5

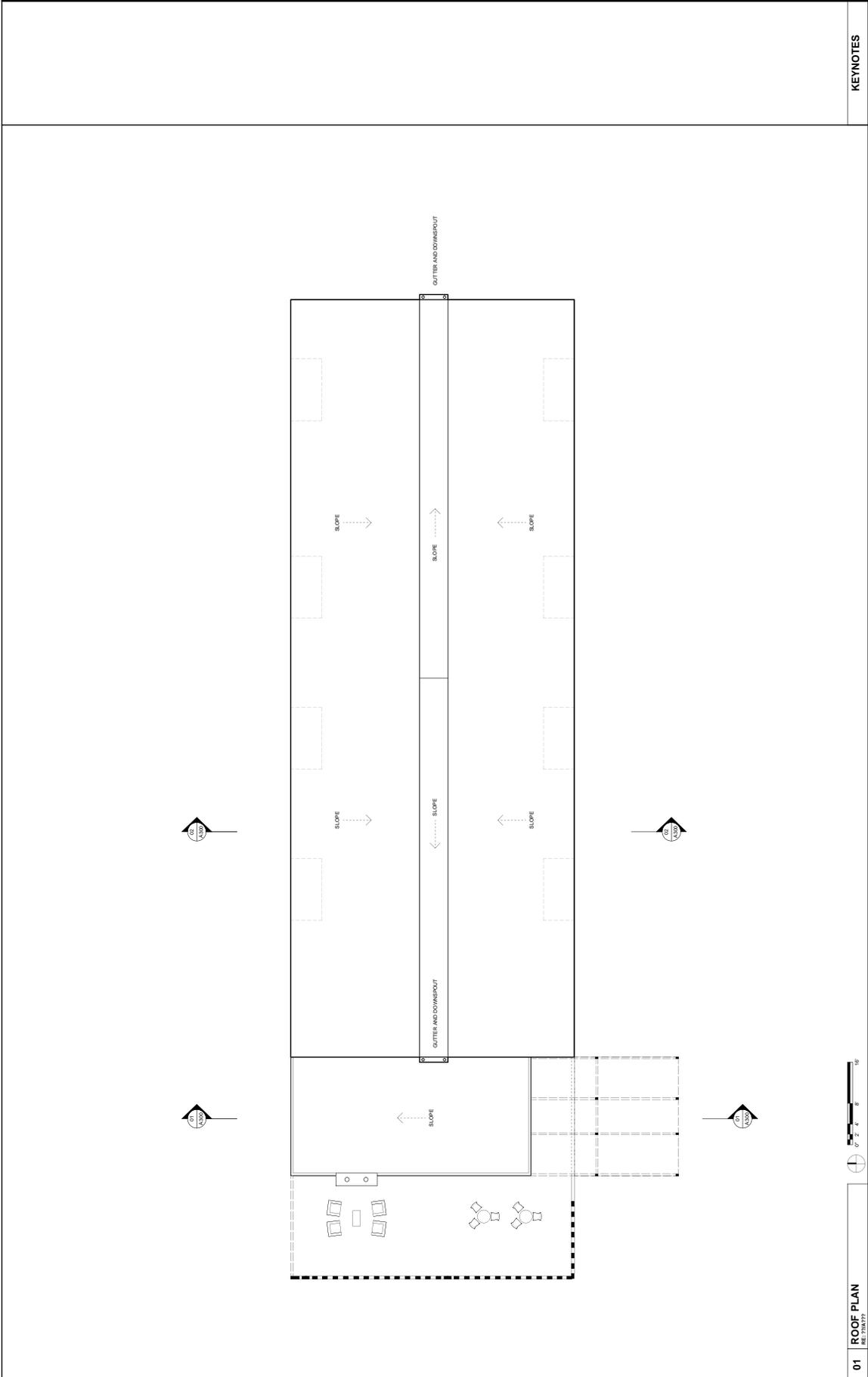
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 LICENSE NO.: A.1033

DATE	REVISION

01 | **FOURTH FLOOR PLAN**
 REF: 01A.177



CONSULTANTS



01 ROOF PLAN
 1/11/2017



CONSULTANTS

REVISION PACKAGE	DATE
PRELIMINARY PACKAGE <td>08/21/17</td>	08/21/17

NAME
 PROJECT
 LICENSE NO. A.0000

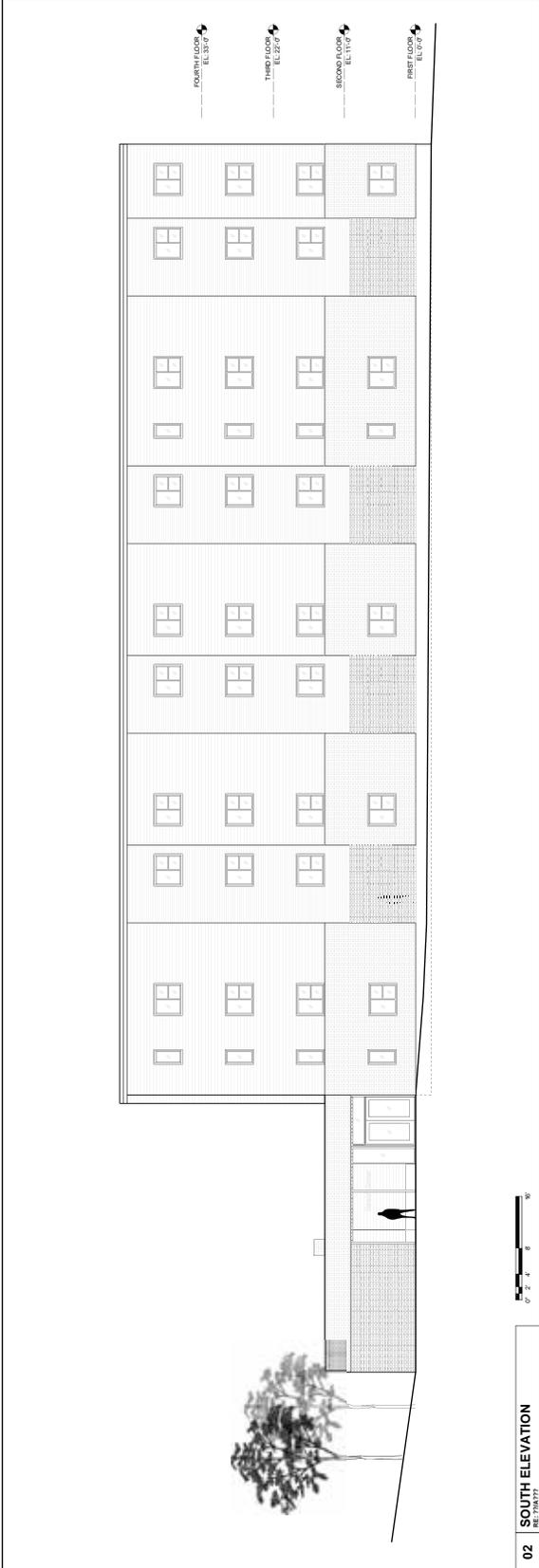
HERALD CORNER
 7008 BARKWAY, MISSISSAUGA, ON L6G 0G2
 OFFICE OF THE
 CHAIRMAN OF THE
 BOARD OF DIRECTORS

el dorado
 100 HURON STREET, SUITE 1000, MISSISSAUGA, ONTARIO L4R 1A5
 TEL: 905.276.1111 FAX: 905.276.1112 WWW.ELDORADOARCHITECTURE.COM

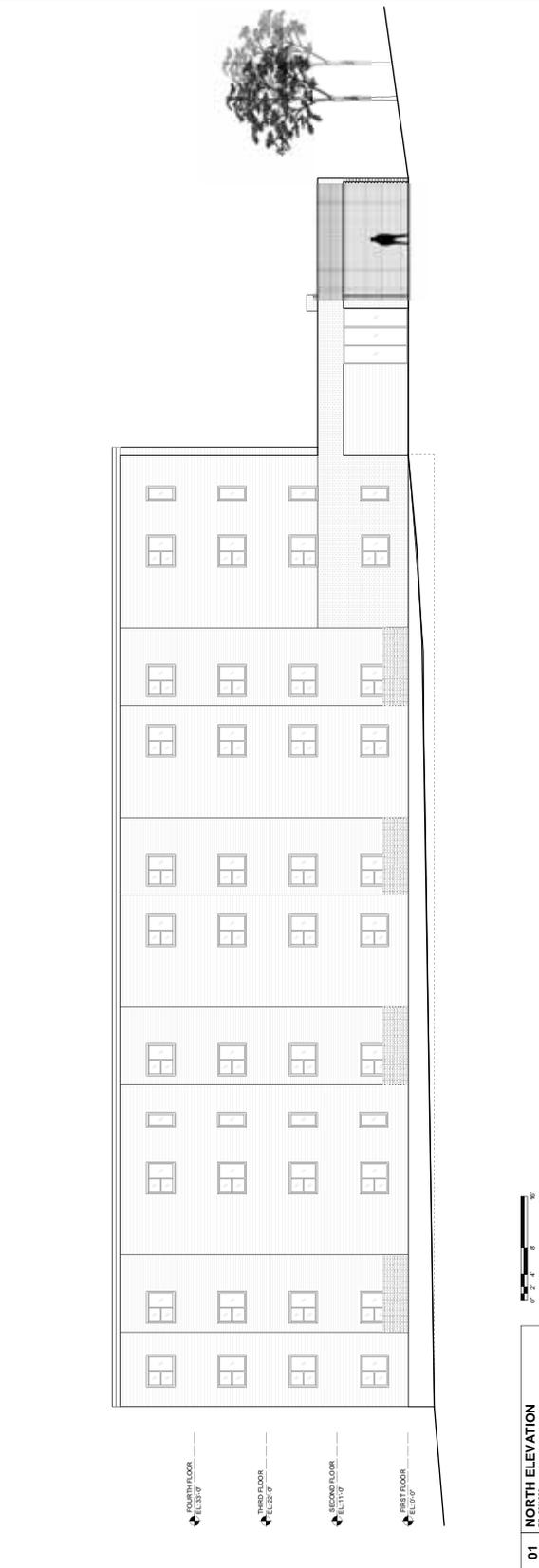
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KEYNOTES
FLOOR PLANS

A104



02 SOUTH ELEVATION
REV. 1/24/17



01 NORTH ELEVATION
REV. 1/24/17



KEYNOTES

BUILDING ELEVATIONS

A200

HERALD CORNER
7008 BARKWAY, MISSISSAUGA, ON L6G 0G2

el dorado
100 BARKWAY, MISSISSAUGA, ONTARIO L6G 0G2
TEL: 905.874.1111

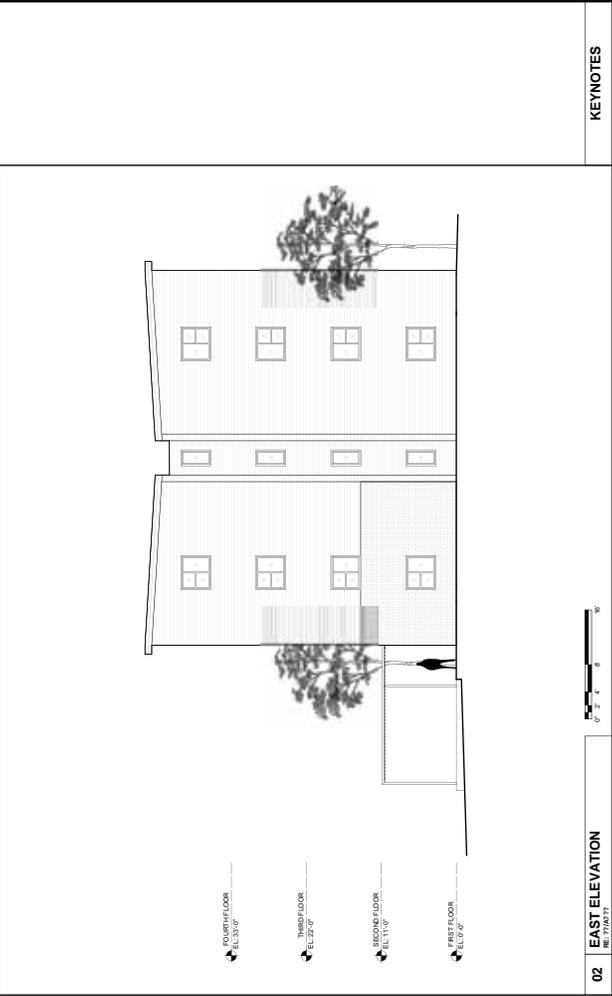
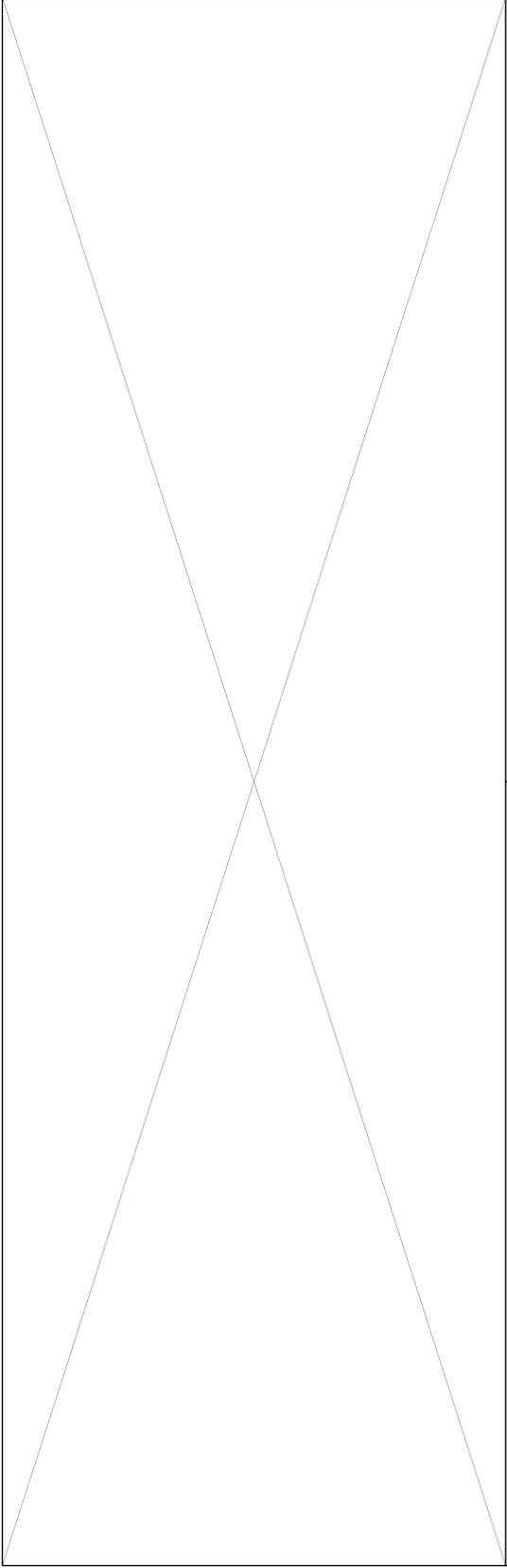
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NAME: _____
PROJECT: _____
LICENSE NO.: A.0000

DATE: _____
REVISED: _____

CONSULTANTS: _____

DESIGN PACKAGE: _____
SITE DEVELOPMENT PACKAGE



KEYNOTES

BUILDING ELEVATIONS

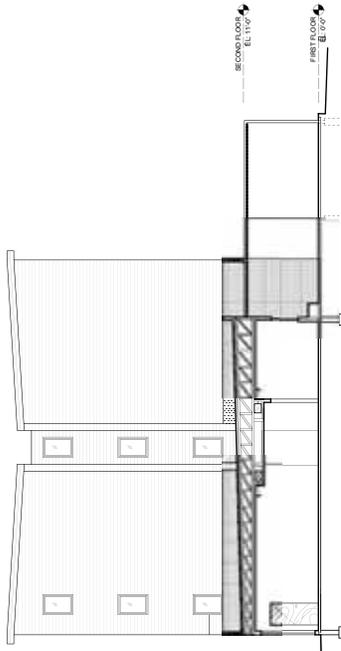
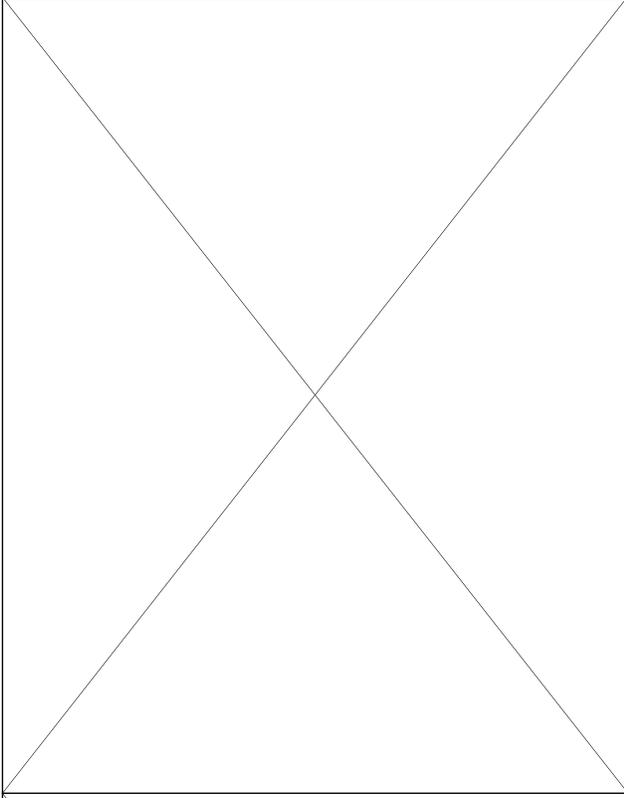
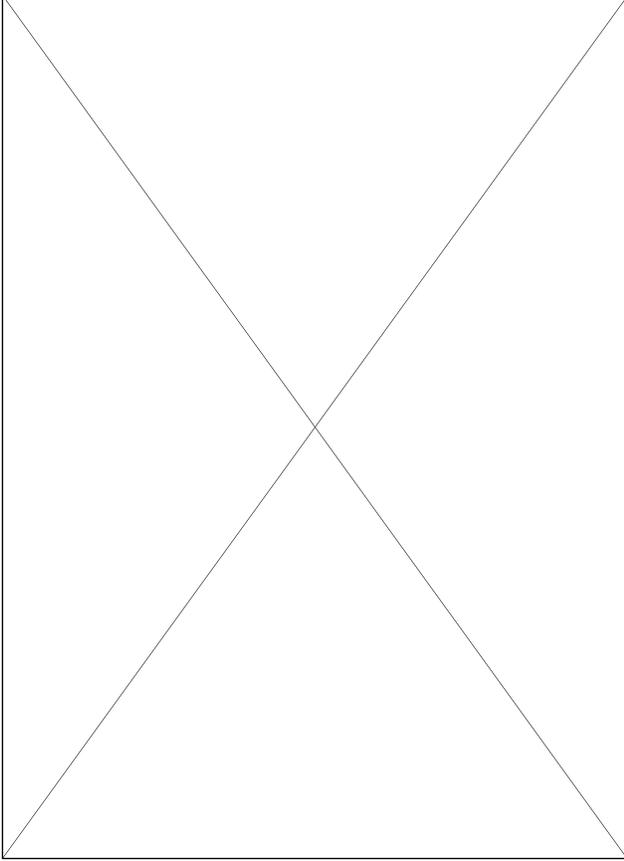
A201

HERALD CORNER
7000 BARKWAY, MISSISSAUGA, ON L4V 6S2

eldorado
100 BROADVIEW AVENUE, SUITE 1000, MISSISSAUGA, ON L4W 1M5

NAME: [REDACTED]
PROFESSIONAL DESIGNATION: [REDACTED]
LICENSE NO.: A-XXXX

PRELIMINARY: NOT FOR CONSTRUCTION

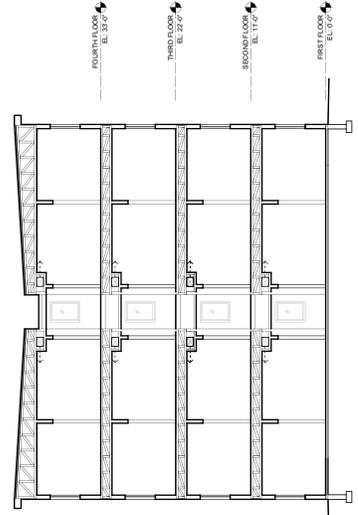


01 SECTION LOOKING EAST
IN PLAN 1/11



CONSULTANTS

DATE	REVISION



02 SECTION LOOKING EAST
IN PLAN 1/11



NAME
PROJECT
LICENSE NO. A.0000

HERALD CORNER
7000 BARKWAY, MISSION, KS 66202

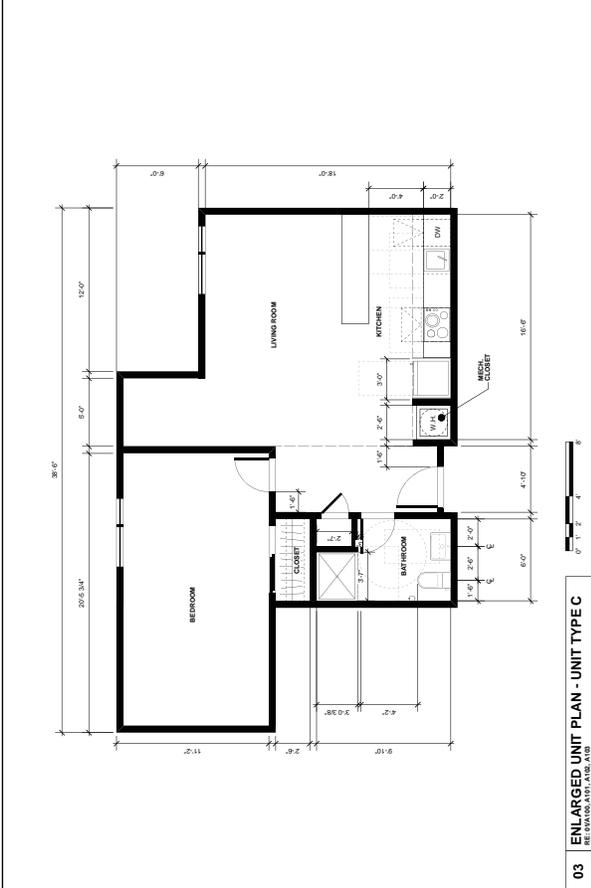
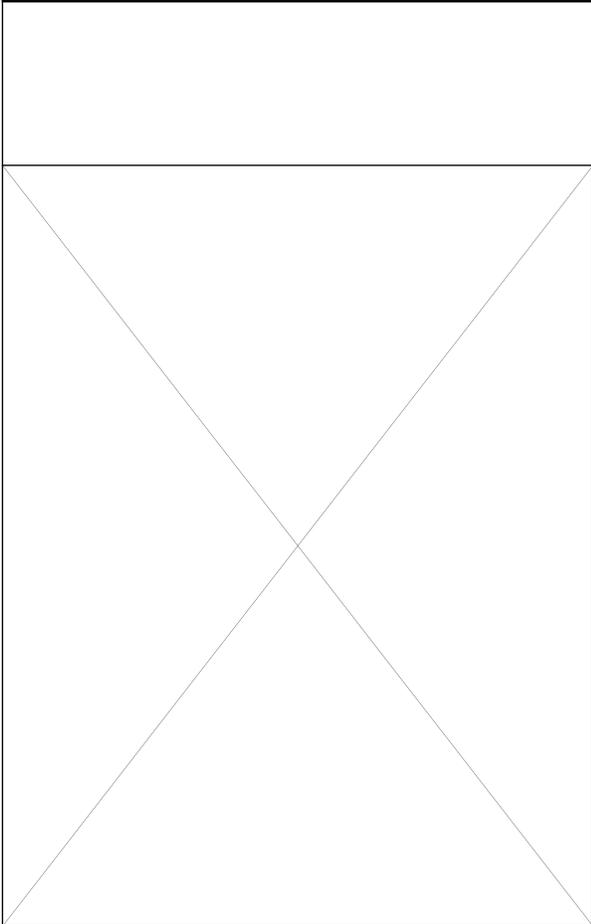
el dorado
AN ARCHITECTURAL FIRM
100 WEST 10TH AVENUE, SUITE 1000
DENVER, CO 80202

KEYNOTES

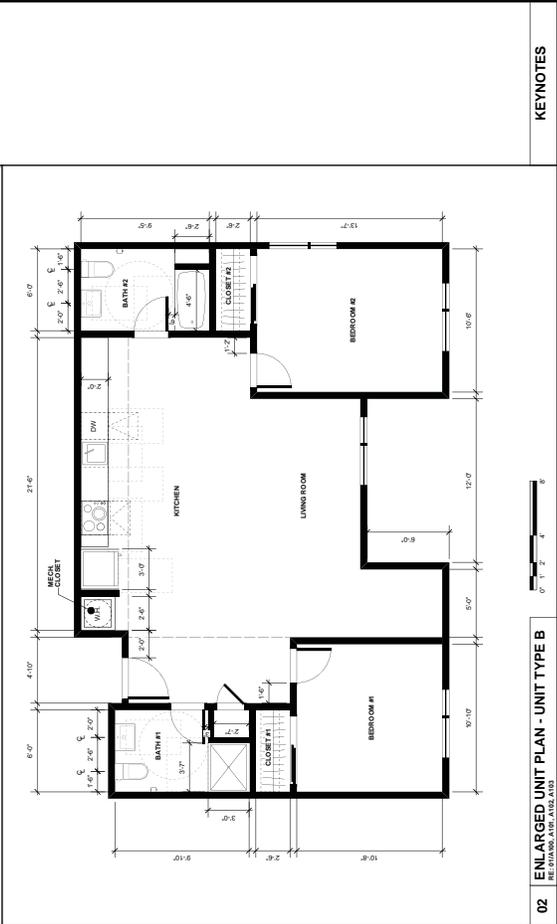
BUILDING SECTIONS

A300

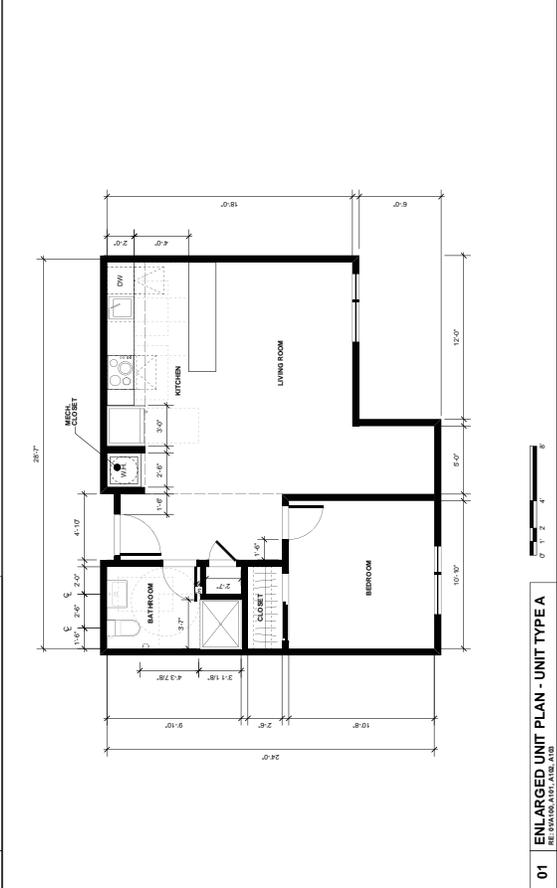
PRELIMINARY - NOT FOR CONSTRUCTION



03 ENLARGED UNIT PLAN - UNIT TYPE C
REV: 11/10/10, 11/11/10, 11/12/10



02 ENLARGED UNIT PLAN - UNIT TYPE B
REV: 11/10/10, 11/11/10, 11/12/10



01 ENLARGED UNIT PLAN - UNIT TYPE A
REV: 11/10/10, 11/11/10, 11/12/10

KEYNOTES

ENLARGED FLOOR PLANS

A450

PRELIMINARY - NOT FOR CONSTRUCTION

HERALD CORNER
7008 BARTLEY, MISSOURI, 65052

el dorado
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NAME: _____
PROJECT: _____
LICENSE NO.: A-0000

DATE	REVISION

CONSULTANTS

EXHIBIT D

CONTRACTOR'S/MORTGAGOR'S COST BREAKDOWN

Applicant/Developer: Brinshore Development L.L.C. MHDC Project No: _____

Development Name: Mission Senior Residences Development Location: 7080 Martway, Mission, KS

Costs below are based upon prevailing wage rates: No Yes Date of Plans upon which estimate is based: 1/22/2014

Item Description of Work	Labor Cost	Material Cost	Total Scheduled Value	Work Description
1 Earthwork	\$ 151,164.00	\$ 91,928.00	\$ 243,092.00	Excavation, import, fine grading
2 Site Utilities	\$ 92,995.00	\$ 56,554.00	\$ 149,549.00	Storm, water, sanitary
3 Roads & Walks	\$ 145,277.00	\$ 88,347.00	\$ 233,624.00	Parking, walks, retaining walls
4 Off Site Work	N/A	N/A	\$ -	
5 Concrete	\$ 120,323.00	\$ 73,173.00	\$ 193,496.00	Footings, rebar, slabs
6 Masonry	\$ 69,883.00	\$ 42,228.00	\$ 112,111.00	Brick veneer
7 Structural Metals	\$ 20,595.00	\$ 12,525.00	\$ 33,120.00	Canopy, misc. steel
8 Rough Carpentry	\$ 390,238.00	\$ 237,316.00	\$ 627,554.00	Lumber, siding, labor
9 Finish Carpentry	\$ 26,040.00	\$ 15,836.00	\$ 41,876.00	Millwork
10 Cabinets	\$ 54,240.00	\$ 32,985.00	\$ 87,225.00	Cabinets, tops
11 Waterproofing	\$ 5,700.00	\$ 3,466.00	\$ 9,166.00	Sealants, waterproofing
12 Insulation	\$ 22,147.00	\$ 13,469.00	\$ 35,616.00	Insulation
13 Roofing Systems	\$ 68,632.00	\$ 41,737.00	\$ 110,369.00	TPO roof, rooftop plaza area
14 Siding			\$ -	In rough carpentry
15 Gutters & Downspouts			\$ -	In roofing
16 Doors & Hardware	\$ 75,318.00	\$ 45,803.00	\$ 121,121.00	Doors, hardware
17 Windows	\$ 39,780.00	\$ 24,192.00	\$ 63,972.00	Windows, storefront
18 Drywall	\$ 171,035.00	\$ 104,013.00	\$ 275,048.00	Drywall, acoustical ceilings
19 Flooring	\$ 27,682.00	\$ 16,834.00	\$ 44,516.00	VCT, rubber base, stair treads
20 Carpet	\$ 25,583.00	\$ 15,558.00	\$ 41,141.00	Carpet, pad
21 Painting	\$ 48,000.00	\$ 29,190.00	\$ 77,190.00	Painting
22 Signage	\$ 1,200.00	\$ 730.00	\$ 1,930.00	Signage
23 Bathroom & Closet Accessories	\$ 27,180.00	\$ 16,529.00	\$ 43,709.00	Shelving, grab bars, mailboxes
24 Appliances	\$ 47,040.00	\$ 28,607.00	\$ 75,647.00	Kitchen appliances, washer, dryers
25 Window Coverings	\$ 4,680.00	\$ 2,846.00	\$ 7,526.00	Mini blinds
26 Plumbing	\$ 132,000.00	\$ 80,274.00	\$ 212,274.00	DWV, water, fixtures
27 Fire Sprinklers	\$ 28,140.00	\$ 17,113.00	\$ 45,253.00	NFPA 13R system
28 HVAC	\$ 120,240.00	\$ 73,122.00	\$ 193,362.00	Electric split systems
29 Electrical	\$ 167,100.00	\$ 101,619.00	\$ 268,719.00	Equipment, wiring, fixtures
30 Fire Alarm Systems			\$ -	In electrical
31 Special Equipment	\$ 44,400.00	\$ 27,001.00	\$ 71,401.00	4 stop elevator
32 Landscaping	\$ 43,729.00	\$ 26,593.00	\$ 70,322.00	Landscaping, trees, sod
33 MHDC Approved Impact Fees			\$ -	
34 Accessory Bldg (attach separate FIN-115 detailing costs)	\$ -	\$ -	\$ -	
35 Demolition (interior rehab)	N/A	N/A	\$ -	
36 Demolition (land make-ready)	\$ 85,475.00	\$ -	\$ 85,475.00	Demo existing building, parking
37 Sheet Metal	\$ -	\$ -	\$ -	
38 Other (describe below)	\$ -	\$ -	\$ -	
Bonding	N/A	N/A	\$ 30,275.00	
Permits	N/A	N/A	\$ 22,695.00	
Construction Subtotal	\$ 2,255,816.00	\$ 1,319,588.00	\$ 3,628,374.00	
General Requirements (attach separate FIN-115 detailing costs)	N/A	N/A	\$ 207,024.00	5.79%
Subtotal	\$ 2,255,816.00	\$ 1,319,588.00	\$ 3,835,398.00	
Builder's Overhead	N/A	N/A	\$ 71,420.00	2.00%
Builder's Profit	N/A	N/A	\$ 215,133.00	6.02%
TOTAL CONSTRUCTION	\$ 2,255,816.00	\$ 1,319,588.00	\$ 4,121,951.00	

To induce the Missouri Housing Development Commission to disburse up to the amounts shown above for trade costs when funds are requested, the Contractor and Mortgagor hereby certify the estimated costs for each line item are correct, and the supporting documentation of the costs has been submitted or will be submitted to MHDC prior to closing.

Mortgagor	Signature	Date
<u>STRAUB CONSTRUCTION CO., INC.</u>		<u>4/15/14</u>
Contractor	Signature	Date

Items not included in the Form FIN-115 Cost Breakdown: Cost of survey, appraisals, geotechnical and environmental hazards investigation, architectural services and contingency reserves.

For firm submission: Where trade work above is to be supplied by a subcontractor or material supplier and the dollar amount is greater than \$10,000, provide documentation on the subcontractor's or supplier's letterhead, signed, which indicates their scope of work and cost of work, such that the full trade activity is explained by either of these sources or the General Contractor's scope of work.

CONTRACTOR'S/MORTGAGOR'S COST BREAKDOWN
SUPPLEMENTAL FIN-115 FOR ACCESSORY BUILDING

Applicant/Developer: Brinshore Development L.L.C. MHDC Project No: 0
 Development Name: Misslon Senior Residences Development Location: 7080 Martway, Misslon, KS

Item Description of Work	Labor Cost	Material Cost	Total	
			Scheduled Value	Work Description
1 Earthwork	\$ -	\$ -	\$ -	
2 Site Utilities	\$ -	\$ -	\$ -	
3 Roads & Walks	\$ -	\$ -	\$ -	
4 Off Site Work	\$ -	\$ -	\$ -	
5 Concrete	\$ -	\$ -	\$ -	
6 Masonry	\$ -	\$ -	\$ -	
7 Structural Metals	\$ -	\$ -	\$ -	
8 Rough Carpentry	\$ -	\$ -	\$ -	
9 Finish Carpentry	\$ -	\$ -	\$ -	
10 Cabinets	\$ -	\$ -	\$ -	
11 Waterproofing	\$ -	\$ -	\$ -	
12 Insulation	\$ -	\$ -	\$ -	
13 Roofing Systems	\$ -	\$ -	\$ -	
14 Siding	\$ -	\$ -	\$ -	
15 Gutters & Downspouts	\$ -	\$ -	\$ -	
16 Doors & Hardware	\$ -	\$ -	\$ -	
17 Windows	\$ -	\$ -	\$ -	
18 Drywall	\$ -	\$ -	\$ -	
19 Flooring	\$ -	\$ -	\$ -	
20 Carpet	\$ -	\$ -	\$ -	
21 Painting	\$ -	\$ -	\$ -	
22 Signage	\$ -	\$ -	\$ -	
23 Bathroom & Closet Accessories	\$ -	\$ -	\$ -	
24 Appliances	\$ -	\$ -	\$ -	
25 Window Coverings	\$ -	\$ -	\$ -	
26 Plumbing	\$ -	\$ -	\$ -	
27 Fire Sprinklers	\$ -	\$ -	\$ -	
28 HVAC	\$ -	\$ -	\$ -	
29 Electrical	\$ -	\$ -	\$ -	
30 Fire Alarm Systems	\$ -	\$ -	\$ -	
31 Special Equipment	\$ -	\$ -	\$ -	
32 Landscaping	\$ -	\$ -	\$ -	
33 MHDC Approved Impact Fees	\$ -	\$ -	\$ -	
35 Demolition (interior rehab)	\$ -	\$ -	\$ -	
36 Demolition (land make-ready)	\$ -	\$ -	\$ -	
37 Sheet Metal	\$ -	\$ -	\$ -	
ACCESSORY BUILDING SUBTOTAL*	\$ -	\$ -	\$ -	

* Total links to line 34 of the FIN-115.

CONTRACTOR'S/MORTGAGOR'S COST BREAKDOWN
SUPPLEMENTAL FIN-116 FOR GENERAL REQUIREMENTS

Applicant/Developer: Brinshore Development L.L.C. MHDC Project No: 0
 Development Name: Mission Senior Residences Development Location: 7080 Martway, Mission, KS

Item Description of Work	Total Scheduled Value	Description
1 Supervision	\$ 135,824.00	
2 Field Engineering		
3 Field Office Expense	\$ 22,500.00	
4 Temporary Facilities	\$ 26,900.00	
5 Temporary Utilities		
6 Cleaning/Rubbish Removal		
7 Watchman Wages		
8 Builder's Risk Insurance	\$ 21,800.00	
9 Testing		
10 Contractor's Cost Certification		
11 Other Fees:		
12 Other Fees:		
13 Other Fees:		
GENERAL REQUIREMENTS SUBTOTAL**	\$ 207,024.00	

** Total links to the General Requirements line of the FIN-115.

EXHIBIT E

EXHIBIT E

Herald Corner - Mission, KS
 Brinshore TIF Analysis using 2013 Tax Values and Mill Rates
 22-Apr-14

2013 Mill Rates	Mill Rate	TIF-Eligible
City of Mission	11.413	11,413
State of Kansas	1.500	-
Johnson County	17.745	17,745
Johnson County Library	3.155	3,155
Johnson County Park & Recreation	2.347	2,347
Johnson County Community College	9.951	9,951
U.S.D. No. 512 (Shawnee Mission)	55.611	35,611
Consolidated Fire District No. 2	11.004	11,004
Total Mill Rate / TIF-Eligible Rate	112.726	91,226

Est. Market Value @ Completion 2,250,000 NOI @ 6.5% Capitalization Rate
 times Future Residential Class Rate 11.50%
Est. Final Appraised Value 258,750

Current Taxes 0 Current ad valorem taxes are \$0.

Estimated Annual Taxes
 Est. Final Appraised Value 258,750
 times Total Mill Rate 112.726
Est. Annual Property Taxes 29,168

Estimated annual TIF
 Estimate Final Appraised Value 258,750
 times TIF eligible Mill Rate 91.226
Est. Annual TIF 23,605

Est. TIF-to-Tax Percentage 81%

	Year																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Total Taxes	23,605	24,077	24,568	25,050	25,551	26,062	26,583	27,114	27,657	28,210	28,774	29,350	29,937	30,535	31,146	31,769	32,404	33,052	33,713	34,388
with Debt Service Coverage Ratio 1.15	20,526	20,936	21,355	21,782	22,218	22,662	23,115	23,578	24,049	24,530	25,021	25,521	26,032	26,552	27,083	27,625	28,178	28,741	29,316	29,902

DEBT SIZING
 Discounted value of 20 year stream at 7% \$252,879.69
Rounded \$252,000.00

MEMORANDUM

TO: City of Mission, KS

FROM: Herald Corner Dev, LLC

RE: Conservation Area Designation – 7080 Martway Mission, KS

BACKGROUND

Brinshore Development, LLC is the managing member of Herald Corner Dev Manager, LLC, the managing member of Herald Corner Dev Manager, LLC. Brinshore Development, LLC is the contract purchaser of 7080 Martway, a parcel of land with improvements in Mission, KS. Brinshore Development, LLC will assign its purchase contract to Herald Corner Dev, LLC prior to closing on the acquisition.

KANSAS STATUTE

According to KSA 12-1771a(d), a "Conservation area" means any improved area comprising 15% or less of the land area within the corporate limits of a city in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

- (1) Dilapidation, obsolescence or deterioration of the structures;
- (2) illegal use of individual structures;
- (3) the presence of structures below minimum code standards;
- (4) building abandonment;
- (5) excessive vacancies;
- (6) overcrowding of structures and community facilities; or
- (7) inadequate utilities and infrastructure.

SATISFACTION OF THRESHOLDS REQUIREMENTS TO BE DEEMED A CONSERVATION AREA

7080 Martway contains a structure that was built in 1930 is located in an area that is not yet blighted but may become a blighted area due to the existence of the following factors:

- (1) **Dilapidation, obsolescence or deterioration of the structures.** 7080 Martway contains a two story building that is in poor condition. The building has deteriorated to a point where demolition is the only viable option for future use. Attached in EXHIBIT A show the exterior and interior photographs of the structure.
- (5) **Excessive vacancies.** The building has been vacant since 2006. Because the City of Mission is the owner and it is tax exempt, the property has not been paying ad valorem property taxes and the building has sat idle and vacant for eight years.

For the reasons listed above that satisfy KSA 12-1771, the applicant, Herald Corner Dev, LLC, is requesting that the area be deemed a conservation area.

EXHIBITS

Exhibit A - Interior and Exterior Photographs

Existing Context





Photo 1 – View looking north at south side of the subject property. The subject property is currently unoccupied and was previously occupied by Neff Printing.



Photo 2 – View looking northeast at the west side of the subject property building.

**AAI Environmental
Corporation**
3030 River Road
Ashland City, TN 37015



Photo 3 – View looking west at the north side of the subject property building. The asphalt-paved ground surface was cracked and in poor condition.



Photo 4 – View looking east at the west side of the subject property building.

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Corporation**
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Ashland City, TN 37015



Photo 5 – View looking south at the entrance from Martway Street to the subject property. A Panera Bread Restaurant is located adjacent to the south of the subject property, followed by Martway Street and a Culvers Restaurant.



Photo 6 – View looking north at the retaining wall located along the western boundary of the subject property. Metcalf Avenue is located adjacent to the west.

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Corporation**
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Ashland City, TN 37015



Photo 7 – View looking northeast at the north adjacent strip shopping center from the northwest corner of the subject property.



Photo 8 – View looking east from the east boundary of the subject property at the adjacent dry cleaning property (Pride Cleaners).

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Ashland City, TN 37015



Photo 9 – View looking east at the northwest corner of the building, identified in site records as a loading rack area. The asphalt-paved ground surface was rain covered.



Photo 10 – View looking north at the pole-mounted transformers located along the north central boundary of the property. A solid waste dumpster, the vacant unit of a strip shopping center, and a separate Mexican Restaurant are located adjacent and to the north of the subject property.

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Ashland City, TN 37015



Photo 11 – View looking southwest at the loading dock area located to the east of the subject property building.



Photo 12 – View of one of the former office areas observed in the subject property building. Extensive vandalism has occurred in the building since occupancy ceased by Neff Printing in 2006.

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Ashland City, TN 37015



Photo 13 – Additional view of an office in the subject property building.



Photo 14 – View of a basement area in the central portion of the subject property building. Significant staining was observed on the ground surface.

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Ashland City, TN 37015



Photo 15 – Additional view of the significantly stained floor and floor drain in the basement in the central portion of the subject property building.



Photo 16 – View of hazardous materials placard posted in the area formerly used as the main press room, constructed in 1991.

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Ashland City, TN 37015



Photo 17 – View looking west at the interior of the former press operations area on the northern portion of the subject property building. Significant staining was observed along the seams in the concrete floor in this room. The floor appeared in poor condition.



Photo 18 – Additional view looking at the former press operations room. Significant staining was observed on the ground surface and the flooring was in poor condition with cracking observed.

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Ashland City, TN 37015



Photo 19 – View of sump located in the northeast corner of the subject property building (former main press room). Minor staining was observed in this area.



Photo 20 – View of one of two drains observed in the area identified as formerly used as a hazardous wasted storage area in Building 3. The floor appeared to be painted and significant staining was observed in the area of the floor drain.

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Photo 21 – View of a second floor drain observed in Building 3. The area beneath the drain cover appeared to be significantly stained.



Photo 22 – View of the placard observed in the area identified as a former hazardous waste storage area (Building 3). The placard identifies naphthalene and ethylene as hazardous recovered wastes located in the storage area.

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Photo 23 – View looking west at the area identified as the former hazardous waste storage area. Significant staining was observed in this portion of the basement. The ground surface was in poor condition with significant cracking observed.



Photo 24 – Additional view looking east at the significant staining observed in the hazardous waste storage area. The ground surface was in poor condition.

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Ashland City, TN 37015

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN FINDINGS WITH RESPECT TO THE ESTABLISHMENT OF A REDEVELOPMENT DISTRICT IN THE CITY OF MISSION, KANSAS AND ESTABLISHING A REDEVELOPMENT DISTRICT (HERALD CORNER PROJECT REDEVELOPMENT).

WHEREAS, the City of Mission, Kansas (the “City”), has conducted a public hearing to consider the establishment of a redevelopment district in the City pursuant to K.S.A. 121770 et seq., as amended (the “Act”), and Resolution No. 929 of the City adopted on September 17, 2014 (the “Resolution”); and

WHEREAS, the Act provides that upon the conclusion of the public hearing the Governing Body of the City may pass an ordinance making such findings as are required by the Act and establishing a redevelopment district; and

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. The Governing Body of the City hereby finds and determines that the area proposed to be included as a redevelopment district is as follows:

A parcel within the City of Mission, Kansas, depicted on the attached Exhibit A and legally described on Exhibit B.

Section 2. The Governing Body of the City hereby finds and determines that (a) the area described in Section 1 of this Ordinance is a “conservation area” because the area comprises less than 15% of the land area within the City, has 50% or more of the structures of an age of 35 years or more, and meets at least two of the statutory factors described in K.S.A. 12-1770a(d), making it an “eligible area” under the Act, and (b) the conservation, development and redevelopment of such area is necessary to promote the general and economic welfare of the City.

Section 3. In accordance with the Act and the Resolution, a redevelopment district is hereby established in the City encompassing the area described in Section 1 of this Ordinance. The redevelopment district does not contain any property not referenced in the Resolution which provided notice of the public hearing. The district plan is attached hereto as Exhibit C.

Section 4. No privately owned property subject to ad valorem taxation within the redevelopment district shall be acquired and redeveloped pursuant to the Act, if the Board of County Commissioners of Johnson County or the Board of Education of Unified School District No. 512 determines by resolution adopted within thirty days following the public hearing held by the City on this date, that the redevelopment district will have an adverse effect on Johnson

County or Unified School District No. 512, respectively.

Section 5. The Act authorizes the issuance by the City to issue bonds to finance all or a portion of the costs for the redevelopment district. The bonds may be issued to reimburse expenditures made on or after the date which is sixty (60) days before the date of passage of this Ordinance, pursuant to Treasury Regulation §1.150-2.

Section 6. The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage by the Governing Body of the City and publication once in the official City newspaper.

ADOPTED by the City Council of the City of Mission, Kansas on November 19, 2014.

Steve Schowengerdt, Mayor

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:

David K. Martin, City Attorney

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	11/5/2014
Public Works	From:	John Belger

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

RE: Demolition of Structure- 7080 Martway

RECOMMENDATION: Approve a contract with Midland Wrecking, Inc. for asbestos abatement and demolition of the structure at 7080 Martway, in an amount not to exceed \$88,565.00.

DETAILS: A bid opening was held on October 28th with six responsive bidders. The results are shown in the table below:

Bidder	Total Bid
Midland Wrecking	\$88,565.00
Dale Brothers	\$138,440.00
Greg Bair Trackhoe Services	\$130,685.00
Houston Excavating & Demolition	\$147,000.00
Kaw Valley Wrecking	\$112,500.00
Industrial Wrecking	\$210,540.00

Staff is seeking Council approval of contract with Midland Wrecking as asbestos abatement/demolition contractor for the building at 7080 Martway. Abatement and demolition costs were initially estimated at \$110,000. The City's upfront portion of the demolition costs were budgeted for \$55,000 in the 2015 Budget. Per the Sale and Redevelopment Agreement with Brinshore, the sales prices will be adjusted to include the costs of abatement/demolition of the building.

The City will enter into a contract with Midland Wrecking and pay the total cost of asbestos abatement/demolition. Brinshore will deposit with the City an amount equal to 50% of the demolition costs, which will count as additional earnest money. If the sale fails to close, 25% of this amount will be non-refundable to the developer. Ultimately, if the Brinshore Development (Herald Corner) project fails to move forward 75% of the total cost of all asbestos/demolition work will be borne by the City, and 25% (non-refundable earnest money) will be borne by the developer. Assuming the project moves forward and the land sells, the entire cost of the asbestos/demolition work will be borne by the developer.

Upon Council approval of the contract the demolition will be scheduled. Contract documents require completion by February 28, 2015.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$55,000 (City) - \$55,000 (Developer's Escrow)

CITY OF MISSION
 SPECIFICATIONS
 CONTRACT DOCUMENTS
 DEMOLITION OF STRUCTURE – 7080 MARTWAY
 TABLE OF CONTENTS

SUBJECT	PAGE TO PAGE (INCLUSIVE)
Notice to Bidders	N-1 to N-2
Instructions to Bidders	I-1 to I-8
Bid	B-1 to B-2
Agreement	A-1 to A-3
Performance Bond	P-1 to P-2
Statutory Bond	SB-1 to SB-2
Labor and Material Payment Bond	L-1 to L-2
Appointment of Service Agent	ASA-1
General Conditions – Table of Contents	G-i to G-ii
General Conditions	G-1 to G-32
Special Conditions – Table of Contents	SC-i
Special Conditions	SC-1 to SC-10
Specifications – Table of Contents	S-i
Specifications	S-1 to S-10
Asbestos Survey Report	63 Sheets
Targeted Assessment Phase I Report	281 Sheets
Targeted Assessment Phase II Report	52 Sheets
Environmental Site Investigation Report	88 Sheets
Site Plan	1 Sheet

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Sealed bids for **DEMOLITION OF STRUCTURE – 7080 MARTWAY** will be received by the City of Mission, Kansas, at the office of the Public Works Director, 6090 Woodson, Mission, Kansas 66202 until 2:00 p.m. local time on **October 28, 2014**. 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: DEMOLITION OF STRUCTURE – 7080 MARTWAY.**" 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 "**7080 MARTWAY- DEMOLITION RFP**". Requests should be submitted to City of Mission no later than 5:00 p.m. local time on **October 17, 2014**. 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 Consulting Engineer.

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

Any written addenda issued during the time of bidding shall be covered and included in the bid. There will be no clarifications or exceptions allowed on 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: Former Neff Printing Property
7080 Martway
Mission, KS 66202

Date & Time: October 14, 2014 at 10:00 a.m.

Publish: *The Legal Record*

Tuesday, September 30, 2014

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 DEMOLITION OF STRUCTURE – 7080 MARTWAY**". As per the Notice to Bidders, bid shall be addressed to:

CITY OF MISSION, KANSAS
Attention: John Belger
Public Works Director
6090 Woodson
Mission, Kansas 66202
Phone: 913-676-8375
Email: jbelger@missionks.org

IB-2. **DEFINITIONS:**

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

- j. Contractor shall be the bidder that the City has determined and declared to be the successful bidder and which has, following such determination and declaration, thereafter executed a contract for construction with the City to perform the work described therein.

IB-3. BIDDER'S REPRESENTATIONS: Each Bidder by making 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 and regulations which may affect cost, progress or performance of the work.

IB-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the bidding documents from the City or the Consultant for the sum stated in the Notice to Bidders. 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 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 Consulting Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

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

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

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

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

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

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

No substitution will be considered prior to receipt of bids unless written request for approval has been received by the Consulting Engineer at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and 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 Consulting Engineer's decision of approval or disapproval of a proposed substitution shall be final.

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

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

- IB-7. **ADDENDA:** Written addenda will be mailed or delivered to all who are known by the Consulting Engineer 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 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 this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

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

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

The Contractor shall 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.

MINIMUM REQUIREMENTS – OPTION C

c. General Liability:

Limits –

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

Policy MUST include the following conditions:

1. Commercial General Form
2. Explosion, Collapse & Underground
3. Broad Form Contractual / Contractually Assumed Liability
4. Independent Contractors
5. Broad Form Property Damage
6. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
7. **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 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 this Contract. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Project.
- h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:
1. Is licensed to do business in the State of Kansas;
 2. Carries a Best's policy holder rating of A- or better; and
 3. Carries at least a Class 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.

IB-9. **BID SECURITY:** Each bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City 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 a Contract in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory insurance certificates, performance bond and statutory or labor and material payment bond in an amount equal to 100% of the Contract and other documents required by the General Conditions have been furnished and the Contract Documents have been executed.

IB-10. **TAXES:** It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and compensation taxes. Two copies of State of Kansas Project Completion Certification (Form DO-77) will be furnished the City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to the Contractor and must be signed and returned to the City upon completion of the project. The City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by the Contractor for a period 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 two Project Completion Certifications from the Contractor along with a Consent of Surety Company to Final Payment.

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

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$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 24-hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

In the event moneys being retained by the City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated 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 and a Statutory or Labor and Material Payment Bond in the forms hereinafter provided in an amount equal to 100 percent of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" 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 paragraph GC-31. 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 paragraph GC-65. of the General Conditions.

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

IB-19. SUBCONTRACTING: As provided in paragraph GC-34, the Contractor may utilize the

services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that the Contractor shall not

award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor.

- 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 contract period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID

DEMOLITION OF STRUCTURE – 7080 MARTWAY

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:

LUMP SUM COST TO REMOVE EXISTING STRUCTURE

\$ 79,755.00

Figures

Seventy-Nine Thousand Seven Hundred Fifty-Five Dollars and Zero Cents

Words

LUMP SUM COST TO REMOVE ASBESTOS

\$ 8,810.00

Figures

Eight Thousand Eight Hundred and Ten Dollars and Zero Cents

Words

COMBINED COST

\$ 88,565.00

Total Figures

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 2:00 p.m. local time on **October 28, 2014**.

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-44 of the General Conditions for each and every calendar day the work remains incomplete.

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 parcelling 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 5% of bid or
Four thousand Four hundred Twenty-Eight Dollars & Twenty Five Cents DOLLARS (\$ 4,428.25)
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 Wyandotte County this 28th of OCTOBER 2014.

(SEAL)

Midland Wrecking Inc
Contractor

Steve Tripp
Signature

STEVE TRIPP
Printed Name

Vice-President
Title

P.O. Box 14906
Street Address or P.O. Box

LENEXA, KS 66215
City, State, Zip

913-432-0314
Telephone Number

913-432-6021
Fax Number

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Midland Wrecking, Inc.
1900 S. 78th St., Kansas City, KS 66106
as Principal, hereinafter called the Principal, and Oklahoma Surety Company
P.O. Box 1409, Tulsa, OK 74101
a corporation duly organized under the laws of State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Mission, KS
6090 Woodson, Mission, KS 66202
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

Demolition of Structure - 7080 Martway (Neff Printing), Mission, KS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 28th of October, 2014.

[Signature]
(Witness)

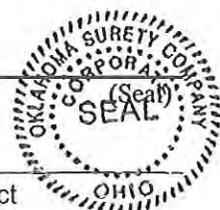
Midland Wrecking, Inc. [Signature]
(Principal) (Seal)

BY: [Signature]
(Vice President)
(Title)

[Signature]
(Witness)

Oklahoma Surety Company
(Surety)

BY: [Signature]
(Title) Attorney-in-Fact



Surety Phone No. 800-722-4994

Surety Bond No.: Bid Bond
Principal: Midland Wrecking, Inc.
Obligee: City of Mission, KS

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the OKLAHOMA SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof.

Barbara Tally, individually of Mission, KS

IN WITNESS WHEREOF, the OKLAHOMA SURETY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of March, 2013



OKLAHOMA SURETY COMPANY

ATTEST:

Sara Anderson
SARA ANDERSON ASSISTANT SECRETARY

Todd Bazata
TODD BAZATA VICE PRESIDENT

On this 12 day of March, 2013 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Oklahoma Surety Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 05000936

My Commission Expires: 01-26-17

L. Fay Jessee
L. FAY JESSEE Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Oklahoma Surety Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SARA ANDERSON, Assistant Secretary of Oklahoma Surety Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of October, 2014.



Sara Anderson
SARA ANDERSON Assistant Secretary

City, State, Zip

Telephone Number

Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

DEMOLITION OF STRUCTURE – 7080 MARTWAY

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement 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: DEMOLITION OF STRUCTURE – 7080 MARTWAY all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of 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 **February 28, 2015**. 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-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall 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 _ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____
Steve Schowengerdt
Mayor

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish 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 **DEMOLITION OF STRUCTURE – 7080
MARTWAY** 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, if said Contractor shall in all particulars promptly and faithfully perform each
and every covenant, condition, and part of the Agreement, and the Conditions, Specifications, Plans
and other Contract Documents thereto attached or by reference made a part thereof, according to
the true intent and meaning in each case, and the improvements shall be constructed so as to
endure without defect and need of repair for a period of two years from the date of final payment,
then this obligation shall be and become null and void; otherwise it shall remain in full force and
effect.

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.

Whenever Contractor is declared by City to be in default under the Contract Documents, the City
having performed City's obligations thereunder, 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.

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE

DEMOLITION OF STRUCTURE – 7080 MARTWAY

CITY OF MISSION, KANSAS
STATUTORY BOND

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 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.

SB- 1

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

Rev. May 2005

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE

DEMOLITION OF STRUCTURE - 7080 MARTWAY

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_____.

ATTEST:

Secretary

Contractor/Principal

By _____ (SEAL)

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.

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

SB- 2

Rev. May 2005

DEMOLITION OF STRUCTURE – 7080 MARTWAY

CITY OF MISSION, KANSAS
LABOR AND MATERIAL PAYMENT BOND

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 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__.

ATTEST: _____
Secretary

Contractor/Principal

By _____ (SEAL)

Surety Company

By _____ (SEAL)
Attorney-in-Fact

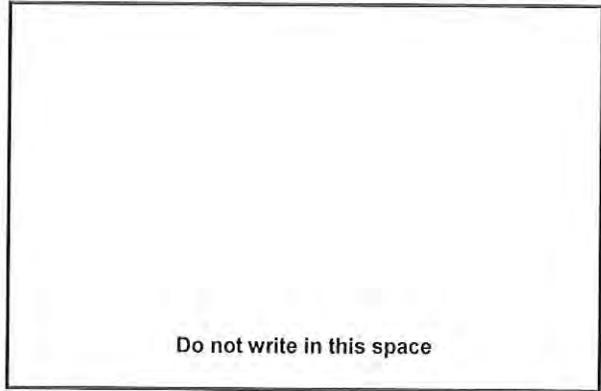
- NOTE:
1. A Labor and Material Payment Bond is required only in connection with a Contract which does not exceed one hundred thousand dollars (\$100,000.00).
 2. Date on bond must not be prior to date of contract.
 3. If Contractor is partnership, all partners should execute bond.
 4. Surety companies 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.

DEMOLITION OF STRUCTURE – 7080 MARTWAY

Contact Information
Kansas Secretary of State
Ron Thornburgh
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
kssos@kssos.org
www.kssos.org

KANSAS SECRETARY OF STATE
Nonresident Contractors Appointment of Service Agent
All information must be completed or this document will not be accepted for filing.

S1



1. _____ hereby
(Name of individual, partnership, association or corporation)

appoints for three years:

(Name of service agent – must be Kansas resident)

2. The address of the service agent in Kansas is: *(Address must be a street address. A post office box is unacceptable)*

Street address City State Zip

3. The state in which the company was formed: _____

4. The company mailing address is: _____
Street address City State Zip

5. In testimony whereof, I, _____, of said entity,
hereunto subscribe my name this _____ day of _____, _____.
Day Month Year

Signature

State of _____
County of _____ } ss.

Acknowledged before me this _____ day of _____, _____.

My appointment or commission expires _____.

Affix an impression of notary's seal here:

Notary's Signature

Instruction

Note: Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships or foreign liability companies qualified to do business and in good standing in Kansas are not required to file this form.

1. Please submit this form properly notarized with the \$35 filing fee.

Notice: There is a \$25 service fee for all returned checks.

DEMOLITION OF STRUCTURE – 7080 MARTWAY

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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 Special Conditions (including supplementary and other conditions), the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties, Change Orders, written interpretations issued by the Consulting Engineer, written orders for minor changes in the Work issued by the Consulting Engineer and changes in the Work identified in paragraph GC-23.), drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Architect/Engineer which the 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.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions (or Special Conditions) or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Conditions and the Special Conditions, if any, in which case the Special Conditions shall prevail. The Contract Documents 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. The "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

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

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

4. The "Bonds" shall mean the Bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

5. A "Change Order" is a written order issued after the Agreement is executed by which the City, the 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 paragraph GC-23. Change Orders must be signed by the City and the Contractor to be binding.

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

7. "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 paragraph GC-1, such terms sometimes being used interchangeably.

9. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or 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. The "Contract Time" shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a date certain if so designated in the Contract Documents.

11. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-31 for definition of "Contractor".)

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

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

14. "Field Order" shall mean a written order issued by the Consulting Engineer which orders minor changes in the Work in accordance with paragraph GC-23 but which does not involve a change in the Contract Price or Contract Time.

15. "Final Acceptance" shall mean the date when the 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, see subpart 23.) 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. The "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

24. "The Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and

workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to:

- (1) design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the Work;
- (2) performance specifications, e.g., performance characteristics required, if any;
- (3) purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval therefore by the City in accordance with paragraph GC-58.
- (4) such other information deemed appropriate by the City for inclusion in the Specifications for the proper construction of the Project.

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

26. "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 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-5 SCOPE, NATURE AND INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications are intended to complement, but not necessarily duplicate each other. Together they shall constitute one complete set of the Plans and Specifications, and any work exhibited in one but not in the other shall be executed just as if it had been set forth in both in order that the Work shall be completed according to the complete design or designs as decided and determined by the 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 paragraph 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-6 BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

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

GC-7 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 document. 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-8 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 paragraph 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 paragraph GC-3.

GC-9 CONCEALED CONDITIONS

The Contractor understands that the City does not warrant that the various and sundry materials and information, including, for example, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the Work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions 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-10 CONTRACTOR TO FURNISH STAKES AND HELP

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

GC-11 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or

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

GC-12 PERMITS AND NOTICES

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

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

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

GC-13 GENERAL ADMINISTRATION OF THE CONTRACT

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

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

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

(d) The Contractor shall, in addition to the schedule required by paragraph GC-6, give to the 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-14 CONTRACTOR'S EMPLOYEES

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

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

GC-15 SAMPLES

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

GC-16 PROTECTION OF WORK AND PROPERTY

(a) Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property.

(b) Contractor shall comply with any and all instructions from the 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".

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

(d) 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.

(e) Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials,

constructed work, buildings, equipment and the position of cranes. Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

(f) Contractor shall be solely liable for all damages to the City or the property of the City, to 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.

GC-17 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-18 MAINTENANCE OF TRAFFIC

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

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

GC-19 BARRICADES AND LIGHTS

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

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

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

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

GC-20 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 whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Plans and Specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-21 SUPERINTENDENCE AND SUPERVISION

Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Consulting Engineer. 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-22 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the 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-23 CHANGES IN THE WORK

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

Except for work done as a result of an emergency endangering life or property, no work resulting in an additional pay item shall be performed unless pursuant to the 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 (20) percent or more of the Contract price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than thirty-three (33) percent from the estimated quantity of such item indicated in the Contract; and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If Contractor has incurred additional expense as a result thereof; or
- (4) If City believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of Unit Price Work performed; then either City or Contractor may request the 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-24 DEDUCTIONS FOR UNCORRECTED WORK

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

GC-25 DELAYS AND EXTENSION OF TIME

(a) If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise, then the time of completion 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 Section, GC-25.

(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 paragraph GC-23(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.

GC-26 WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. 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 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-27 PATENT LIABILITY CLAUSE

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

performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them 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-28 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-29 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-30 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors or workers who may be performing work on behalf of the City or any other entity on any work in the vicinity of the Work to be done under this Contract, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such Contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and 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-31 INDEMNITY

(a) Definitions

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

- (1) "The Contractor" means and includes Contractor, all of 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 section 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 section.

GC-32 PROTECTION OF PROPERTY/LIABILITY

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above the ground and Underground Facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in 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-33 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-34 ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged 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-35 DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; 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 paragraph GC-37. No dispute resolution shall be a condition precedent to any legal action.

GC-36 INSURANCE

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

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

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

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

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

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

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

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor

shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

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

(d) Additional Insurance -

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

(e) 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-37 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 paragraph GC-20). Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes, it is further agreed by and between the parties to this Contract that the 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 paragraph GC-35. It is the intent of the Contract that there shall be no delay in

the execution of the Work, and the decisions or directions of the Consulting Engineer as rendered shall be promptly carried out.

GC-38 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-39 CORRECTION OF LABOR, ETC. - AFTER FINAL PAYMENT

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

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

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

(d) The furnishing of guarantees by Subcontractors and materialmen shall not relieve Contractor of 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-40 RIGHT OF CITY TO TERMINATE CONTRACT

Without in any manner limiting the right of the City to terminate the Contract or declare the Contractor in default thereof for any reason set forth in the Contract Documents, if the Work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if the Contractor should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property; or if at any time the 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-41 CITY'S RIGHT TO DO WORK

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

GC-42 PAYMENTS

(a) Before the first application for payment, the Contractor shall submit to the 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 City's tax exemption certificate for any purchase in connection with the Work. Final payment will not be made to Contractor until the City shall have received two Project Completion Certifications from the Contractor along with a Consent of Surety to final payment.

(h) The Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the 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-43 PAYMENTS WITHHELD

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

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

GC-44 LIQUIDATED DAMAGES

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

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$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 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

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

GC-45 BONDS

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

GC-46 EASEMENTS AND RIGHTS-OF-WAY

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

GC-47 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 that will endanger their safety.

(c) Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from 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-48 ALLOWANCES

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

GC-49 CUTTING, PATCHING AND DIGGING

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

(b) Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the Work 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-50 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-51 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. 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. All temporary toilet facilities shall comply with paragraph GC-52.

(b) Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for its work. Same shall be located and constructed in an approved manner acceptable to 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-52 SANITARY REGULATIONS AND WATER

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

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

GC-53 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-54 UNFAVORABLE CONSTRUCTION CONDITIONS

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

GC-55 CONTRACTOR'S RISK

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

GC-56 SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to 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-57 WEEKENDS, HOLIDAY AND NIGHT WORK

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

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

GC-58 APPROVAL OF EQUALS

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

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

(2) If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no

obligation to approve such request and is not responsible for any delay or cost incurred caused by Contractor's making such request.

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

GC-59 TEST OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the 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-60 TESTING OF COMPLETED WORK

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

GC-61 BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the 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-62 PARKING AREAS, DRIVES AND WALKS

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

GC-63 STREET SIGNS AND TRAFFIC AIDS

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

GC-64 PLACING WORK IN SERVICE/PARTIAL UTILIZATION

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

GC-65 NON-DISCRIMINATION/OTHER LAWS

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

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

- (a) Who employs fewer than four employees during the term of such contract; or
- (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

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-66 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-67 RECORDS

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

GC-68 TITLES, 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-69 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-70 SEVERABILITY

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

GC-71 GOVERNING LAW

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

GC-72 VENUE

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

CITY OF MISSION
 DEMOLITION OF STRUCTURE – 7080 MARTWAY

SPECIAL CONDITIONS
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DEMOLITION OF STRUCTURE – 7080 MARTWAY

SPECIAL CONDITIONS

SC-1 GENERAL DESCRIPTION AND SCOPE OF WORK: The work to be performed under the provisions of these documents and the Plans and Specifications consists of the furnishing of all materials, equipment, tools and plant, and the performance of all necessary labor and the construction, installation and completion of all work required in connection with the plans and specifications.

SC-2 CONTRACT SPECIFICATIONS: The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern 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 Specifications for the construction of streets and storm drainage improvements, Chapters 13.02, 13.03, 13.08 and 15.08 of the Mission Municipal Code, the Kansas "Standard Specifications for State Road and Bridge Construction," Kansas Department of Transportation, and the latest edition of the Manual On Uniform Traffic Control Devices, shall be the specifications for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

SC-4 CONTRACT DRAWINGS: The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop 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 CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, any plans, schedules and other drawings herein referred to, and data which may be furnished by the Engineer as are necessary to make clear the intent of the Specifications and Plans, are each and all included in this Contract and the work shall be done fully in accordance therewith.

SC-6 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. 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 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.

The 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 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.

The Contractor will be held responsible for all damage to roads, highways, shoulders, ditches, embankments, bridges, culverts and other property, caused by him or any of his subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements 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.

SC-7 UTILITY MEETINGS AND UTILITY ADJUSTMENT: It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Engineer will furnish plans to the utility companies for their records. These companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required 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-8 UTILITIES (RESIDENTIAL PRIVATE OWNERSHIP): Private underground utilities, including sewer, water, gas, sprinkler systems, etc. disturbed by the Contractor within or outside the right-of-way shall be restored at the Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9 BID: The Contractor acknowledges and agrees that the unit prices shown in the Bid contemplate the construction of all facilities, complete, and in conformance with the Plans and Specifications. Any item or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

SC-10 SAMPLING AND TESTING: All sampling and testing, deemed necessary by the City, shall be performed by a testing laboratory selected by the City. The costs of all such tests showing compliance with the Specifications shall be paid by the City, except for Asphaltic Concrete testing (see "Asphaltic Concrete" specification). However, in the event that any test indicates non-compliance with the Specifications, additional testing will be paid for by the Contractor to determine acceptability of material or methods. City reserves the right to weigh any selected truck as determined by the Engineer. The City shall only pay weighing costs and any additional costs shall be at the Contractor's expense.

SC-11 SPECIAL WEATHER CONDITIONS:

- A. Cold Weather: The Contractor shall comply fully with the provisions of ACI 306.1-90 as modified below:
1. Average daily temperatures as defined in ACI 306.1-90 will be determined and recorded by the City Engineer.
 2. Concrete temperatures will be determined through the use of high-low x 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.
 3. The months of December, January and February will be considered "Cold Weather" and will require concrete protection, regardless of temperature.
 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.
- B. Concrete operations in hot weather shall conform to Section 402.07 (a) of the Standard Specifications.

SC-12 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 Mission 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 absorbants. Manufacturer recommendations shall be followed. Leaks from broken hoses will be immediately contained with house clamps, plugs, or drained into a 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-13 NOISE CONTROL: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the work.

SC-14 DUST CONTROL: Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or for applying water for this purpose.

SC-15 CONSTRUCTION AREA RESTORATION: All disturbed areas shall be restored to their original condition, which includes backfilling, sod, seeding, underground sprinkler systems, and any other items damaged by the Contractor.

SC-16 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:

- A. A complete schedule of operations and proposed methods for soil preparation, sod placement, and watering.

- B. A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling, and watering.
- C. The proposed source or sources of the sod, select soil, and water.
- D. A list or set of "marked up" plans indicating the proposed location of each type of sod.
- E. 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-17 CONSTRUCTION SCHEDULE: After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the City Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the City Engineer before a 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.

- A. **General Requirements**
A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the work, for reporting progress, and requesting payment for work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached. Scheduling software shall be compatible with Microsoft Project 2007.
- B. **Schedule Requirements**
The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as Critical Path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As work progresses, Contractor shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

The CPM schedule shall include pre-construction tasks, construction tasks (bid items), shop drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punchlist, inspection coordination activities, utility relocation, final inspection and certificate of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

Contractor shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of GANTT chart and mathematical analysis within 10 days of the executed contract. Allow 5 days for the City Engineer to review. Contractor shall submit the schedule of submittal activities extracted from the master schedule within 10 days after receipt of Notice to Proceed. During the preparation period, Contractor shall review this information with the City Engineer. Submittals to the City Engineer of initial and monthly CPM schedule charts shall include

three sets of all reports as outlined below. Plots shall be color, blueline, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

The Contractor will participate in the Engineer's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary due to review within 5 days after the review. Contractor and major Subcontractors shall review the network CPM schedule before final submittal.

C. Report Formats –

Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

- Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, total slack or float time in calendar days and current schedule bar in Gantt view.
- Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

1. Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.
2. On each page include a title block containing at a minimum the following information –
 - a. Project Title
 - b. Project Number
 - c. Contractor's Business Name
 - d. Date of Submittal and Revision (The Date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date)
 - e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.
3. Prepare and submit to the City Engineer upon request additional charts, reports, and current copy on disk of Project program.

D. CPM Schedule Implementation and Monitoring

Monthly CPM schedule charts and reports shall accompany the Contractor's pay request for work completed. Where the Contractor is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the City Engineer, upon failure to maintain scheduled progress of the work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the project, not to the Contractor or to the City Engineer, and may be utilized by both parties.

E. Schedule Changes And Updates

At a minimum the Contractor shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the City Engineer. Monthly submittal of the CPM schedule and approval by the City Engineer is required prior to payment for work completed. Activities added to the CPM schedule shall be submitted by the Contractor on schedule charts. It is the City Engineer's intent that the project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the contract documents.

Once the CPM schedule is submitted and approved by the City Engineer Contractor shall identify any modifications to activity durations, logic, values, or descriptions resubmit for approval. Such adjustments shall not impact the contracted completion date. Requests for time extensions are addressed in the General Conditions section GC-25.

SC-18 SUPERINTENDENT: The primary Contractor shall be responsible for all coordination between all phases of construction. The primary Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the work being performed, shall terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the contractor's obligation on the time to complete the work. The Contractor shall have no claim for an extension of time equivalent to the time of termination. A Contractor shall have no claim to the City of any expenses caused by the terminations.

SC-19 NOTIFICATION OF PROPERTY OWNERS: The Contractor will provide advance notification to the adjacent property owners on all phases of the operations.

SC-20 CONSTRUCTION VIDEO: The contractor shall be responsible for video taping and photographing the limits of the construction site prior to commencing construction operations. The contractor shall provide views of all site features, which will be affected by the proposed construction.

- A. Color digital photos on CD-ROM and color video recordings transferred to DVD-Disc.
1. Photography: Photos shall be captured on digital camera equipment with at least 6-mp memory, and delivered on CD-ROM. Original digital image files shall have dimensions of 1500 x 2100 pixels, or greater and delivered in TIFF format, or JPEG format WITHOUT added compression. Each image must be assigned a unique filename that includes that date of photography. All digital image files shall be printed on color photographic paper in a size no smaller than 2¼ x 3¾ inches, and one printed copy shall be delivered to the Owner, bound into a labeled three ring binder. Each digital image file must be delivered with matching descriptive information that accurately describes the direction and location of the individual photograph, plus a notation of any noteworthy damage that is not readily visible in the image. This information may not be provided as the (editable) image filename, but must be delivered in a permanent form.
 2. Video may be captured originally in VHS or Digital Video format, but must be transferred to DVD-Disc for delivery to the contractor and owner. Translucent information consisting of the month, day, year, and time of recording must appear on the viewing screen on all video recordings, by electronic means. Video recordings shall be divided into multiple segments, and a field log listing those segments shall be provided with the original tapes and DVD discs of all recordings. A visual

recording of the field notes and log (listing the videotape segments) shall be included at the end of each respective original recording tape.

3. Audio: Video recordings shall begin with a verbal identification of the current date and time, project name and municipality, location, and general recording information. Recordings shall then include "continuous" narration identifying the viewing direction, street address or station number location, direction of progress, description of features, and the existing condition of improvements or damage shown on the viewing screen.
 4. CD's or DVD's shall be write protected, labeled, and properly identified by disc number, location, project name, and municipality in a manner that is acceptable to the Engineer.
- B. All original photo and video field notes and logs (signed by the photographer) shall be released to the Owner, and shall be electronically included (PDF format) on the CD-ROM containing the digital image files.
- C. Basis of Acceptance: The Contractor shall submit color digital image samples to the Engineer at the Project Pre-Construction Conference for review and approval.
1. Any portion of the digital images or recordings not conforming to the project specifications shall be rejected.
 2. CD's, DVD's, or equipment used to produce the digital images or recordings shall not be paid for directly.

The contractor shall provide one print of the digital photos and one copy of each CD-ROM and DVD video to the owner to keep as a pre-construction record copy for the project.

Upon completion of the project and/or at intervals as deemed necessary by the engineer, the contractor shall provide additional video footage and photographs of the same views previously documented. The contractor shall provide one video and one set of photos of all post construction activities at the completion of the project.

SC-21 DELAYED WORK ORDERS: The Owner reserves the right and may delay work orders on certain portions of work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of work. A partial work order may be issued by the Owner for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer, such clearing would expedite utility relocation. Also, the Owner may wish to issue partial work orders for certain items of work after partial utility relocations have been made. There shall be no charge made by the Owner or the Contractor for delays arising from the issuance of such delayed work orders other than provided for in the General Conditions.

SC-22 TREE PROTECTION: It is most important that trees not to be removed be protected from all damage. Any action that may endanger the health of such trees, such as parking equipment under trees, or stockpiling earth or other material under them, is specifically prohibited.

The Contractor shall erect a suitable fence a minimum of four feet from the trunk of all trees to be saved near the grading limits. This fence shall remain intact at least until final grading or at least until it interferes with construction.

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

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

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

SC-23 RIGHT-OF-WAY:

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-24 CONSTRUCTION LIMITATIONS: The construction sequence for the required work shall be in accordance with the traffic control as shown on the plans. The following limitations shall apply as well:

- A. All work covered by this contract shall be completed by **February 28, 2015**.
- B. The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.
- C. All trees that are designated to be saved shall be protected prior to equipment being moved onto the project site.

SC-25 ADDITIONAL INDEMNIFICATION AND INSURANCE REQUIREMENTS: The Project Contractor shall defend, indemnify and save the CITY OF MISSION, KANSAS ("MISSION") harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action, or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her subcontractors, agents, or employees in the performance of this contract.

MISSION shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the CITY.

SC-26 INSPECTION: 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 of any concrete.

SC-27 SUBCONTRACTORS: Prior to commencing any construction under this Contract, the Contractor shall submit to the City and the Engineer a list of all subcontractors to perform portions of the work on the project. No work shall be commenced until the City Engineer has approved the proposed subcontractors. Use of subcontractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the site at all times.

SC-28 SANITARY FACILITIES: Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs for all construction workers and others performing work or furnishing services on this project.

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 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

CITY OF MISSION
 DEMOLITION OF STRUCTURE – 7080 MARTWAY
 SPECIFICATIONS
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CITY OF MISSION

DEMOLITION OF STRUCTURE – 7080 MARTWAY

SPECIFICATIONS

S-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.

S-2 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 and the Mission Municipal Code, with such revisions, amendments, and supplements as are contained herein.

Sanitary Sewer construction shall be in accordance with the "Construction and Materials Specification" as prepared by the Johnson County Unified Wastewater Districts, and on file with the State of Kansas, Department of Health and Environment, Permit No. 20969.

All sanitary sewer service line work shall conform to requirements of the Johnson County Unified Wastewater Districts Service Line Design and Construction Standards, and the most recent edition of the BOCA National Plumbing Code.

S-3 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.

S-4 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.

S-5 SAMPLING AND TESTING

All sampling and testing deemed necessary by the Engineer shall be performed by a Testing Laboratory selected by the City. The costs of all such tests, showing compliance with the Specifications, shall be paid by the City. However, in the event that any test indicates non-compliance with the Specifications, additional testing will be paid for by the Contractor to determine acceptability of the material or methods.

S-6 CLEARING AND GRUBBING

This work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris as shown on the plans and in accordance with Section 201 of the Standard Specifications.

All cleared vegetation and debris including stumps and roots shall be completely removed from the project site and disposed of in accordance with all applicable Federal, State and local ordinances.

S-6.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-7 REMOVAL OF EXISTING STRUCTURES

This item shall include the removal of all surface and subsurface structures as called for in the Schedule of Removals or which are encountered during construction and which are in conflict with the final use of the project and which would normally be encountered upon a careful examination of the site of the work. This work shall conform to Section 202 of the Standard Specifications. This work includes providing for disconnection of all existing utility services, including sanitary sewer, water, gas, electric, and telephone, unless otherwise noted in the Schedule of Removals. Contractor shall perform any such excavations, pavement or curb repair, backfill or misc. work as may be required of the Owner by the Utility Companies as a pre-condition in performing the disconnection. Contractor shall apply for and obtain all necessary permits, including payment of all required fees. The City will provide owner and authorizations as needed.

The Contractor shall not use any utility services in the City name for abatement or demolition – including water, electricity or gas. The Contractor is permitted to make arrangements for temporary service from existing connections for their own use provided they conform to all requirements of the utility companies and are responsible for all charges.

Once removals have begun in a particular location, the Contractor shall proceed expeditiously to complete the demolition and remove debris from the site. For removals related to the asbestos abatement, the remaining demolition shall proceed expeditiously following approval of abatement and the structures shall be secure against trespass during the interim period.

Contractor shall limit vehicle traffic to existing pavement areas to the extent practicable and shall take special precaution against operating in the vicinity of existing trees to be protected, including remaining outside of any protective zones established by the Engineer.

S-7.1 Payment

Payment for this work shall be made at the contract lump sum price bid for "Removal of Existing Structures" for the specified location listed in the bid form, where the lump sum price includes all removals required in that location as called for in the Schedule of Removals and this section.

S-8 SCHEDULE OF REMOVALS

Items to be removed include, but are not limited to, the following:

Location: 7080 Martway

1. Disconnect all utilities, including sanitary sewer, water, gas, electricity, and telephone.
2. Evacuate Freon from HVAC systems.
3. Remediate asbestos environmental hazards above KDHE action levels. Refer to attached Asbestos Survey Report.
4. Remove building and all contents, including the basement, all building and sign foundations, and haul off all building materials. Removal of building shall not commence until abatement of asbestos containing materials found in the structure work is completed.
5. Remove all exterior parking lot pavements as shown in the exhibit for removals.

6. Remove all concrete walkways, slabs, walls, steps, masonry, and miscellaneous constructed surfaces.
7. Backfill the removal areas with approved material, the top 6 inches shall be topsoil and placed to drain with a 1' crown in center of the north-south axis of the site. The removal areas shall be graded and left in a mowable condition as approved by the Engineer.
8. Plant fescue seed and mulch on all removal areas.
9. Remove all trash and debris from the site.

S-9 SALVAGE

All existing structures and their contents present on the date of the Notice to Proceed shall become the property of the Contractor, who shall be responsible for the proper removal and disposal thereof. All removal work on the site must be performed by the Contractor or his approved subcontractors. No other individuals or firms shall be permitted to access the site for the purpose of removing or salvaging materials. The contractor shall not be permitted to use the project site for the purposes of selling, showing, or auctioning of any salvaged materials from the property.

S-9.1 Payment

No separate payment (or credit) will be made for salvage as it will be considered subsidiary to the bid item "Removal of Existing Structures".

S-10 ENVIRONMENTAL REMEDIATION

The Contractor shall properly remediate asbestos in accordance with all applicable state, federal, and local laws and shall obtain all necessary permits and authorization as may be required. Remediation shall be performed only by properly licensed, certified, and qualified contractors or subcontractors and they shall provide documentation of same to the City. A copy of the Asbestos Survey Report is included in this document for the Contractor's reference.

S-10.1 Measurement and Payment

Payment for this work shall be made at the contract lump sum price bid for "Removal of Asbestos" for the specified location listed in the bid form, where the lump sum price includes all removals required in that location as call for in the Schedule of Removals and this section.

S-11 EXCAVATION

Excavation for construction shall be considered unclassified excavation and shall be done in accordance with Section 205 of the Standard Specifications and the following requirements:

At the direction of the Engineer, unstable and unsuitable materials such as organic substances, soft clays, etc. encountered in the subgrade during construction shall be removed, wasted, and suitable backfill placed. All waste sites shall be provided by the Contractor and approved by the Engineer.

This item shall also include removal and wasting of surface structures such as concrete curb, pavement of all types, sidewalk, signs and markers.

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

S-11.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-12 EMBANKMENT (CONTRACTOR FURNISHED)

If required borrow is needed to complete the earthwork and backfill, the Contractor shall furnish from an off-site source as approved by the Engineer.

S-12.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-13 COMPACTION OF EARTHWORK

All subgrade shall be uniformly compacted to a minimum Type AA, MR-3 in accordance with Section 205 of the Standard Specifications. The Contractor shall have available adequate hand or mechanical compaction equipment to accomplish the compaction as set forth in these Specifications. No separate payment will be made for water required for compaction of subgrade.

S-13.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-14 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.

S-14.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-15 SAWING

All required sawing including curb and gutter, removal and replacement, and any other sawing shall be subsidiary to the bid item "Removal of Existing Structures".

S-16 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 "Mission 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.

S-16.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-17 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.

S-18 TEMPORARY EROSION AND POLLUTION CONTROL

Revision Date:
3/12/2009

The Contractor shall take measures on the project site to prevent and minimize the transport of sediment and pollutants from the project limits, in accordance with the requirements of the KDHE NPDES permit, City Ordinances, and the Stormwater Pollution Prevention Plan (SWPPP) developed for the project. Specifications for temporary erosion, sediment and pollution controls shall conform to Section 2150, "Erosion and Sediment Control," of the Construction and Material Specifications as approved by the Kansas City Metropolitan Chapter, American Public Works Association, May 21, 2008 edition.

S-18.1 Exceptions to APWA 2150.

The following exceptions or clarifications to the APWA 2150 specifications shall apply:

- a. The term "Owner" shall mean "City" and the term "Engineer" shall mean "Consulting Engineer" as defined in the General Conditions of these contract documents. The term "Superintendent" shall mean the Contractor's designee as described in the General Conditions of these contract documents.
- b. In **Section 2151.3**, revise the last sentence to state "The Contractor shall complete the required certification forms for the KDHE permit and shall notify all Subcontractors in writing of the requirements of the SWPPP, obligate them under contract to comply, and enforce compliance during the work."
- c. In **Section 2151.8**, delete the 2nd, 3rd and 4th sentences and replace with the following: "The Contractor shall submit any documentation required by the Engineer to evaluate the alternative. If agreed to by the Engineer (and subject to KDHE or other agency approval if

- applicable), payment for such alternate method shall be handled in accordance the General Conditions of these contract documents.”
- d. Delete **Section 2151.9**.
 - e. In **Section 2151.10**, delete the 2nd sentence.
 - f. In **Section 2151.11**, replace the last sentence with the following “Controls shall be installed prior to disturbance in an area, unless otherwise indicated in the plans.”
 - g. In **Section 2151.14**, add the following to the end of the 1st sentence: “during both active and inactive phases.”
 - h. In **Section 2151.14**, regarding the contents of the inspection reports, add the following to the end of the 1st sentence in the 2nd paragraph “and any other item required of an inspection by the KDHE permit, including observations at stormwater discharge locations.”
 - i. In **Section 2151.20**, replace the last sentence with the following “Stream crossings shall be limited to those detailed in the plans or as approved by the Engineer.”
 - j. In **Section 2152.9**, Revise the first sentence to state “All spills in excess of reportable quantities shall be reported to the appropriate federal, state, and local agencies 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.”. Revise the last sentence of this section to state “Spills that pose immediate threat to public safety or contamination of a water body shall be reported immediately to the Mission Fire Department at 911. Such spills shall also be reported to the Kansas Division of Emergency Management, (800) 275-0297 or (785) 296-8013.”.
 - k. In **Section 2153.1 and 2154.1**, add the following note after the designation of the APWA Standard Drawings: “Where there is a conflict between drawings or details included in the plans and the APWA Standard Drawings, the drawings or details in the plans shall govern.”
 - l. Delete **Sections 2153.4 and 2153.5** and all related references in the table **Section 2156.5**. Seeding (permanent and temporary) and sodding shall be governed by the specification Seeding and Sodding contained herein. Where references to sections 2153.4 or 2153.5 remain in other sections of APWA Section 2150, those references shall be interpreted to refer to the respective specification Seeding and Sodding contained herein.
 - m. Replace paragraph (A)(4) of **Section 2153.7** with the following: “**Seed and Fertilizer:** Seed and fertilizer shall conform to the requirements for temporary seeding given in the specification Seeding contained herein.” Delete paragraph (A)(5) of the same section.
 - n. In **Section 2153.11**, add the following phrase to the end of the first sentence “if so directed by the Engineer.” In the last sentence of the section, delete the phrase “shall be subsidiary to the earthwork” and replace with “shall be subsidiary to the other items of the contract.”
 - o. Replace paragraph (D) of **Section 2154.4**, with the following: “**Measurement and Payment:** “Sediment Removal” shall be subsidiary.” Revise the “Sediment Removal” item in **Section 2156.5**, Measurement and Summary Table, to conform.
 - p. In **Section 2154.5(D)**, revise the second sentence to state “Initial excavation of depressions on the upstream side of silt fence to create added storage shall be subsidiary.”
 - q. In **Section 2154.7(D)**, revise the second sentence to state “Initial excavation of depressions on the upstream side of rock barriers to create added storage shall be subsidiary.”
 - r. In **Section 2154.16(B)**, change the first sentence to state “Use the inlet protection systems shown on the plan, as appropriate. Alternate inlet protection methods may be approved by the Engineer.”
 - s. In **Section 2154.18(C)**, revise the second sentence to state “Remove sediment and restore the trap to its original dimensions when sediment accumulates to 20% of the design depth”.
 - t. In **Section 2154.19(C)**, revise the second sentence to state “Remove sediment and restore the basin to its original dimensions when sediment accumulates to 20% of the design depth”.
 - u. In **Section 2154.19(D)**, revise the last sentence of the second paragraph to state “Routine removal of sediment shall be subsidiary.”

- v. In **Section 2154.20 (D)**, revise the first sentence to state "Temporary Stream Crossing" shall be lump sum and such payment will be full compensation for installation, maintenance, removal and any other work noted on the plans."
- w. In **Section 2156.1**, add the following sentences to the end of the section "Repairs to ground cover, including sod and seeding, that are necessary to restore locations disturbed during the removal of erosion and sediment control measures shall be subsidiary to the initial installation. No payment will be made for sediment controls made necessary by the Contractor's failure to provide stabilized ground cover in a timely manner."

S-18.2 Erosion Control Delay Liquidated Damages.

If the Contractor fails to install erosion and sediment control measures in accordance with time limits required by contract (including any requirements given in the plans, specifications, or applicable permits), the Contractor is liable for an Erosion Control Delay Liquidated Damages assessment, which shall commence on the first calendar day after the violation of the time limit began and end on the day in which the measures are fully installed.

If the Contractor fails to complete corrective actions to existing measures within 7 calendar days of the deficiency being discovered, as required by this specification, then the Contractor is likewise liable for the Erosion Control Delay Liquidated Damages assessment, which shall commence on first calendar day after the 7th day from discovery of the deficiency and end on the day in which all corrective actions are completed.

The Erosion Control Delay Liquidated Damage assessment is \$250.00 for each 24-hour calendar day liable. This assessment shall be in addition to, and may run concurrently with, any other liquidated damage assessment. Administration of this assessment shall be handled in the same manner as for other liquidated damages as specified in the Contract Documents.

The Erosion Control Delay Liquidated Damage assessment is any addition to any other remedies the City may pursue in enforcing the Contractor's obligations. The provisions of this specification shall in no way reduce the Contractor's responsibility for complying with the time requirements of the specification and permits and for identifying and initiating corrective actions.

S-18.3 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-19 SEEDING

Revision Date: 4/30/2007

This work shall consist of the furnishing and planting of seed at those locations indicated on the plans or as designated by the Engineer.

All materials, bed preparation, and planting shall conform to the applicable requirements of Sections 903, 902, 901 and 904 of the Standard Specifications. In general, all disturbed areas should have a minimum of 6" of select topsoil uniformly placed. All disturbed areas shall be seeded as soon as practicable after construction. All areas to be seeded shall be disked, harrowed, or hand raked to a minimum of 2" to 6" before application of seed. The final seedbed shall be well mixed with no large clumps of any kind and shall have no foreign material in it. The seedbed should be uniform and well packed. **Approval of the seed bed shall be obtained from the Engineer before seeding is started.** Seed shall be applied with an acceptable seed drill or other equipment approved by the Engineer at a depth of 1/2 inch in a uniform manner at the prescribed rate. Broadcasting and hand raking to a depth of 1/2 inch will only be used on areas where it is impossible to operate a seed drill. Unless a cultipacker type seeder is used, the seed shall be covered to a depth of 1/4 to 1/2 inch with

a shallow-set spike tooth harrow or other approved methods. After covering, the areas shall be firmed by rolling.

S-19.1 Mulching

Mulch shall be spread uniformly in a continuous blanket at the rates indicated on the plans or specified by the Engineer. The mulch shall be anchored in the soil to a depth of two to three inches by a mulch puncher or straight serrated coulter disk mulch anchor machine designed to force the mulch into the soil surface. The machine shall be weighted and operated in such manner to secure the mulch firmly in the ground to form a soil-binding mulch and prevent loss or bunching by wind. The coulters shall be at least ten inches in diameter. Two or more passes may be required to anchor the mulch to the satisfaction of the Engineer. No mulch shall be placed unless it can be anchored on the same day.

S-19.2 Fescue Seeding

The seed mixture shall be a 100% turf type Tall Fescue. The mix shall be composed of an equal mix of a minimum of three approved species. The exact species to be used and rate of application shall be submitted for approval by the Engineer prior to seeding operations. In no case shall the rate of seeding be less than 8 lb. per 1000 square feet.

S-19.3 Fescue Fertilizer

Starter fertilizer for fescue seeding shall be an approved commercial brand composed of a "Slow Release Nitrogen" fertilizer in the 1-2-1 range, such as 13-25-12, and shall conform to the State Fertilizer Laws. It shall be uniform in composition, dry and free flowing, and shall be delivered to the site guaranteed analysis. Certification shall be submitted to the city on both fertilizer and seeding. Any fertilizer which becomes caked or otherwise damaged, making it unsatisfactory for use, will not be accepted. Fertilizer shall be placed prior to seeding at not less than 1 1/2 lbs. actual nitrogen per 1000 sq. ft. of planting area.

Any seeding done outside of the seeding season as specified in the Standard Specifications will be maintained by the Contractor until satisfactory growth is established or reseeding shall be done at the Contractor's expense if the growth is unsatisfactory.

S-19.4 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-20 TOPSOIL

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.

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.

S-20.1 Measurement and Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures", which shall be full compensation for furnishing, hauling, stockpiling if required, removing unsuitable soils, scarifying if required, and placement.

S-21 WEED CONTROL

The Contractor shall restrict the excessive growth of weeds, grasses, and other uncultivated vegetations within the project limits. Excessive growth shall mean any weed, grass, or uncultivated vegetation which is more than 10 inches in height above the ground or in length if matted down as measured along the stem. The Contractor shall cut down any excessive growth by mowing or trimming or as directed by the engineer.

S-21.1 Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures".

S-22 CONTRACTOR CONSTRUCTION STAKING

Revision Date: 1/28/2008

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-22.1 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-22.2 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-22.3 Property Corners

The Contractor shall locate all existing property corners within the project limits prior to commencing construction. All property corners that can be saved 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-22.4 KCP&L Conduits

A stamped sealed survey shall be provided by the Contactor for all conduit installed as part of the contract.

S-22.5 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 seeding or sodding.

S-22.6 Basis of Payment

No direct payment shall be made for this work as it shall be considered subsidiary to the bid item "Removal of Existing Structures", which shall include all staking, establishing vertical and horizontal control points and property corner resetting.

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	10/31/2014
Administration Department	From:	Emily Randel

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

RE: Johnson Drive Parking Task Force - Findings Resolution

DETAILS: The Johnson Drive Parking Task Force has developed a set of recommendations in fulfillment of their mission statement:

The Johnson Drive Parking Task Force aims to, through its work, evaluate how planned and existing parking serves Mission's Downtown District, between Lamar and Nall Avenues, 58th and Martway Streets, including both public and private parking, in order to develop and present a set of recommendations to the Mission City Council in fall of 2014 in support of new and existing businesses and the growth and economic vitality of the district.

The Task Force developed the recommendations over the course of eight meetings between June and September. The 18-member group was established by Mayor Schowengerdt and was made up of business and property owners within the district, as well as Mission residents. Councilmembers David Shepard and Arcie Rothrock served as Co-Chairs. The Task Force conducted a close review of Mission's Downtown District, heard an overview of Overland Park's recent downtown parking study, took a bus tour to the downtown areas in North Kansas City, Brookside and Overland Park, and completed an in-depth evaluation of Mission's downtown district.

The recommendations promote existing parking resources and increase their capacity, and position the City to achieve long-term increases in public parking supply by emphasizing a focus on the growing success of the district, and increased parking demand. The recommendations are not listed in order of priority, but are likely to be phased in as is practical, and as opportunity allows. At this time, staff feels that the recommendations likely to be implemented in the short-term can be funded within existing departmental operating budgets.

These recommendations were presented to the Community Development Committee at its October 1st meeting by member of the Task Force. The recommendations are now presented for formal consideration and adoption in the form of the attached resolution. In addition, the recommendation that addresses the two hour parking limitation will need to be formalized through an ordinance which is also included on the Committee's November 5th agenda.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE RECOMMENDATIONS OF THE JOHNSON DRIVE PARKING TASK FORCE

WHEREAS, the Mission Downtown Area, whose boundaries are defined as the area between Nall Avenue to the East, Lamar Avenue to the West, 58th Street to the North, and Martway Street to the South, serves as the heart of the Mission community, and;

WHEREAS, the City Council passed Resolution No. 823 in 2011, which identified that Johnson Drive was in a significant state of disrepair within the Mission Downtown Area and committed the City to significant investment in transportation and pedestrian infrastructure on Johnson Drive, and;

WHEREAS, the City pursued the Johnson Drive Redevelopment Project to fully reconstruct and reconfigure Johnson Drive in order to further the success of downtown property owners, businesses, patrons and the community, and;

WHEREAS, the impending completion of the Johnson Drive Redevelopment Project is expected to lead to growth and increased traffic within the Mission Downtown Area, and;

WHEREAS, concern exists among Downtown Area business owners that this additional growth and traffic will exceed the parking capacity of certain areas of Johnson Drive, and;

WHEREAS, the City Council, business owners, and the community acknowledge that the potential for parking difficulties after the Redevelopment may detract from the reinvestment made in the Downtown Area and present an obstacle to its use by patrons, and;

WHEREAS, the City Council convened the Johnson Drive Parking Task Force composed of concerned residents, businesses, and property owners in June of 2014 to investigate the state of parking on Johnson Drive and to make recommendations to the City Council for future parking policies and actions, and;

WHEREAS, the Johnson Drive Parking Task Force has completed its work and has established a set of recommendations to be taken together that need to be adopted as the policy of the City of Mission and pursued by the City Council.

NOW, THEREFORE, LET IT BE RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

Section 1. The Mission City Council thanks the Johnson Drive Parking Task Force for their diligent work and supports their findings and recommendations as follows:

- a. The Task Force finds that long-term parking on Johnson Drive and in other public parking areas, particularly by local area business owners and their employees,

is detrimental to the success of the Downtown Area. The Task Force recommends that the City adopt a two-hour parking limit for all public parking fronting Johnson Drive in the Downtown Area, effective Monday through Saturday, from 8:00 a.m. to 6:00 p.m. This should initially be enforced on a complaint basis, with measures increasing over time as needed.

b. The City should, in cooperation with the members of the Parking Task Force, write a joint letter to tenants and property owners in the Downtown Area requesting that they direct employees to not park on Johnson Drive, and informing them of new parking regulations and existing long-term parking locations in the Downtown Area.

c. While the City already owns property utilized for parking within the Downtown Area, south of Johnson Drive, these lots are deteriorated and unwelcoming to visitors. The City should commit to making additional investments in these lots. The Task Force identifies the need for restriping in all three existing lots, as well as seal coating, grading, grass seeding, adding lighting as feasible, and additional sidewalk access in the area surrounding the existing municipal parking lot east of Outlook Street.

d. The City-owned lots are not easily found and recognized as public parking by visitors to the district. The City should invest in monument signs and other wayfinding devices necessary to promote the use of these lots by visitors and employees. The lots should also be given unique names to promote recognition.

e. The City should invest in creating a downtown brochure, including a business directory and a map of areas acceptable for customers and employees to park within the Downtown Area.

f. The City should prioritize Dearborn Street north of Johnson Drive in the City's annual Street Maintenance Program. In the year it is programmed, the City should attempt to create parallel parking stalls on the east side of the street.

g. The City should, in the near future, approach the owners of property currently underutilized, vacant, and/or for sale within the district and attempt to gain leased access, right of way, or other additional parking capacity before these properties are occupied or repurposed.

h. The City should be prepared to continue to make investments in additional parking capacity in the Downtown Area, and should, as they arise, consider opportunities to purchase additional land and property rights for future use as parking, pedestrian access, or other public improvements to support the Downtown Area.

i. The Task Force will reconvene approximately six months after the first of the recommendations are implemented to evaluate the success of these recommendations.

THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, this 19th day of November 2014.

THIS RESOLUTION IS APPROVED BY THE MAYOR this 20th day of November 2014.

Steve Schowengerdt, Mayor

ATTEST:

Martha Sumrall, City Clerk