ABILENE CITY COMMISSION - STUDY SESSION AGENDA
DWIGHT D. EISENHOWER MUNICIPAL BUILDING - 419 N. BROADWAY STREET
October 6, 2015 - 7:00 pm

1. **PUBLIC COMMENTS.** Persons who wish to address the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.

2. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
   a. **A Resolution approving an Agreement with APAC-Kansas, Inc., Shears Division concerning the 2015 KLINK Resurfacing Project.**

   b. **A Resolution approving Supplemental Agreement No. 1 to an Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. dated March 5, 2015.**

   c. **A Resolution reaffirming the support of the National Eisenhower Memorial by the City of Abilene and urging Congress to fund the construction of the Memorial.**

   d. **A motion to appoint Norman Schmidt to fill a vacancy on the Airport Advisory Committee with a term ending in May 2016.**

3. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
   a. **Meeting Minutes: September 14, 2015 regular meeting**

   b. **A motion authorizing the Mayor to sign a Project Programming Request from the Kansas Department of Transportation concerning a Geometric Improvement Project at the intersection of Buckeye Avenue (K-15) and 14th Street.**

4. **ITEMS FOR PRESENTATION AND DISCUSSION**
   a. **Convention and Visitors Bureau Director Recruitment**

5. **REPORTS**
   a. **City Manager's Report**

6. **ANNOUNCEMENTS** *(Meetings at Abilene Public Library unless otherwise provided)*
   a. City Commission, October 12 at 4:00 pm
   b. Planning Commission, October 13 at 4:30 pm
   c. Commissioner Lunch, October 20 at 12:00 pm (Commissioners Weishaar and Payne)
   d. Economic Development Council, October 20 at 4:00 pm
   e. Commission Study Session, October 20 at 7:00 pm (City Hall)

RESOLUTION NO. ____

A RESOLUTION APPROVING AN AGREEMENT WITH APAC-KANSAS, INC., SHEARS DIVISION CONCERNING THE 2015 KLINK RESURFACING PROJECT

WHEREAS, the City Commission, with the adoption of Resolution No. 081015-1, approved an Agreement with with Michael S. King, Secretary of Transportation of the Kansas Department of Transportation ("KDOT") for the purposes of resurfacing a portion of Buckeye Avenue as an approved KLINK Resurfacing Project; and

WHEREAS, the City Commission accepted a bid of $193,920.00 from APAC-Kansas, Inc., Shears Division ("Contractor") at its September 14, 2015 regular meeting.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Agreement. That an Agreement with Contractor is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this __ day of October, 2015.

CITY OF ABILENE, KANSAS

By:_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

EXHIBIT A

Contract Documents and Specifications

KLINK 1R Resurfacing Project, FY 2016

(Project No. 15-21 U-0279-01)

October 12, 2015

CONTRACT DOCUMENTS & SPECIFICATIONS

KLINK 1R Resurfacing Project, FY 2016

2" Mill & HMA Overlay on K-15 (Buckeye Avenue) from 15th Street to 21st Street

City of Abilene
Dickinson County, Kansas

(KDOT Project No. K15-21 U-0279-01)

For:

CITY OF ABILENE
419 N. BROADWAY
ABILENE, KANSAS 67410

Prepared By:

KAW VALLEY ENGINEERING, INC.
2319 N. JACKSON STREET
JUNCTION CITY, KANSAS 66441
TELEPHONE: (785) 762-5040

July 2015
A14D6833

CONTRACT DOCUMENTS & SPECIFICATIONS

KLINK 1R Resurfacing Project, FY 2016

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TELEPHONE: (785) 762-5040

July 2015
A14D6833

CHAD D. McCULLOUGH
LICENSED
15747
KANSAS
PROFESSIONAL ENGINEER

I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Kansas.

Chad D. McCullough, P.E. **(seal)**

CONTRACT DOCUMENTS AND SPECIFICATIONS

KLINK 1R Resurfacing Project, FY 2016
K-15 (Buckeye Avenue) from 15TH Street to 21st Street
City of Abilene, Kansas
KDOT Project No. K15-21 U-0279-01

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00021
ADVERTISEMENT FOR BIDS

City of Abilene, Kansas
Owner

419 N. Broadway
Address

Abilene, Kansas 67410

Separate sealed Bids for the construction of **KLINK 1R Resurfacing Project, FY 2016 K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas KDOT Project No. K15-21 U-0279-01**

will be received by the **City of Abilene in the Office of the City Clerk at City Hall, 419 N. Broadway, Abilene, Kansas until 1:30 p.m. on September 9, 2015.**

Copies of the CONTRACT DOCUMENTS will be available by **August 10** 20 **15** and may be examined at **Kaw Valley Engineering, Inc., 2319 N. Jackson, Junction City, Kansas** *or* **the Office of the City Clerk at City Hall, 419 N. Broadway, Abilene, Kansas** and, upon payment of $ **40.00** non-refundable (paper) or free by email for each set, obtained from **Kaw Valley Engineering, Inc., 2319 N. Jackson Street, Junction City, Kansas 66441 Phone: (785) 762-5040 Fax: (785) 762-7744 Email: mccullough@kveng.com**

The OWNER reserves the right to reject any and all bids, and to waive any formalities in any bid.

Date

City Clerk

END OF SECTION 00021

00101
INFORMATION FOR BIDDERS

BIDS will be received by **City of Abilene** (Herein called the OWNER), in the **Office of the City Clerk** at **City Hall, 419 N. Broadway, Abilene, Kansas** until **1:30 p.m.** local time on **September 9**, 20 **15**, at which time said bids will be publicly opened and read aloud in the **City Manager's Conference Room** at **City Hall**.

Each BID must be submitted in a sealed envelope, addressed to the **City of Abilene, Office of the City Clerk, City Hall, 419 N. Broadway, Abilene, Kansas 67410**
Each sealed envelope containing a BID must be plainly marked on the outside as BID for the **KLINK 1R Resurfacing Project, FY 2016, K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas (KDOT Project No. K15-21 U-0279-01)**
and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at **City of Abilene, Office of the City Clerk, City Hall, 419 N. Broadway, Abilene, Kansas 67410**

All BIDS must be made on the required BID Schedule. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID Schedule must be fully completed and executed when submitted. Only one copy of the BID Schedule is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and right-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of the acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER has set a thirty (30) working day contract time on this Project.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTARY CONDITIONS.

The low Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is **Kaw Valley Engineering, Inc.**

The address is **2319 N. Jackson Street, Junction City, Kansas 66441**

Telephone: **(785) 762-5040** Fax: **(785) 762-7744** Email: **mccullough@kveng.com**

END OF SECTION 00101

00332
BID

Proposal of _____ (Hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing business

as * _____

*Insert "a corporation", a partnership", or "an individual" as applicable.

to the **City of Abilene** (Hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **KLINK 1R Resurfacing Project, FY 2016, K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas (KDOT Project No. K15-21 U-0279-01)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **30** working days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **$ 500.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include all applicable taxes including sales tax and fees. Unit prices shall be used in the case of errors in calculating bids.

No.	Item	Quantity	Unit	Unit Price	Total
1.	Mobilization	Lump Sum		$ _____	$ _____
2.	Milling (2")	13,237	S.Y.	$ _____	$ _____
3.	Temporary Surfacing Material	50	Tons	$ _____	$ _____
4.	HMA – Commercial Grade (Class A)	1,584	Tons	$ _____	$ _____
5.	Pavement Marking (Thermoplastic) (White) (4")	1,354	L.F.	$ _____	$ _____
6.	Pavement Marking (Thermoplastic) (Yellow) (12")	70	L.F.	$ _____	$ _____
7.	Pavement Marking (Thermoplastic) (Yellow) (4")	4,392	L.F.	$ _____	$ _____
8.	Pavement Marking (Thermoplastic) (White) (Left Arrow)	10	Each	$ _____	$ _____
9.	Pavement Marking (Thermoplastic) (White) (Only)	5	Each	$ _____	$ _____
10.	Traffic Control	Lump Sum		$ _____	$ _____
TOTAL OF BID.....					**$**

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date
_____	_____
License Number (if applicable)	

(SEAL - if BID is by a corporation)

Attest _____

END OF SECTION 00332

00410
NOTICE OF AWARD

To: _____

_____

_____

_____

PROJECT Description: **KLINK 1R Resurfacing Project, FY 2016**

K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas

(KDOT Project No. K15-21 U-0279-01)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated_____, 20**15**, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return and acknowledge copy of this NOTICE OF AWARD to the OWNER.

Dated the_____day of_____, 20**15**.

City of Abilene
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

This the _____day of _____ 20 _____

By _____

Title _____

END OF SECTION 00410

00420
NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: **KLINK 1R Resurfacing Project, FY 2016**

_____ **K-15(Buckeye Ave.)from 15th Street to 21st Street**

_____ **City of Abilene, KS (KDOT Project No. K15-21 U-0279-01)**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20**15**, on or before_____, 20**15**. As per mutual agreement reached between the OWNER and the CONTRACTOR, the date of completion of all WORK is to be_____, 20**15**.

City of Abilene
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

acknowledged by _____

this the _____ day of _____ 20 **15**

_____

By _____

Title _____

END OF SECTION 00420

00430
CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

Name of Project: **KLINK 1R Resurfacing Project, FY 2016**
K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas
(KDOT Project No. K15-21 U-0279-01)

Owner: **City of Abilene**

Contractor:_____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: $_____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: $_____

The new Contract Price including this CHANGE ORDER will be $_____

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by_____ calendar days.

The date for completion of all work will be_____ (Date).

Requested by:_____

Recommended by:_____

Accepted by:_____

END OF SECTION 00430

00450
RELEASE

The following release is to be executed by the Contractor after final payment is made by the Owner for work described in the accompanying contract:

State of _____)
: ss
County of_____)

WHEREAS, _____, Contractor, did on the _____ day of _____, _____, enter into a written contract with the **City of Abilene**, Owner, for the performance of the following work: _____

KLINK 1R Resurfacing Project, FY 2016,

K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas

KDOT Project No. K15-21 U-0279-01

WHEREAS, on this _____ day of _____, _____, final payment in the amount of $_____ has been made by _____, Owner, under said contract.

NOW THEREFORE, in consideration of said final payment as above stated, the receipt of which is hereby acknowledged, the said _____, Contractor, does hereby release, **City of Abilene**, Owner, from any further claims or liabilities of whatever kind of nature arising under or out of said contract.

_____ _____
Contractor Position

By _____ _____
Address

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

_____ _____
Notary Public Seal

END OF SECTION 00450

00460
AFFIDAVIT

The following is to be executed by the Contractor after the completion of all work and prior to final payment for work described in the accompanying contract:

State of _____)
: ss
County of _____)

I, _____, of lawful age, being first duly sworn on oath, deposes and states that he is _____ of _____, Contractor, which company did on the _____ day _____ of, **2015** , enter into written contract with **City of Abilene,** Owner, for the performance of the following work:

KLINK 1R Resurfacing Project, FY 2016,
K-15 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas
(KDOT Project No. K15-21 U-0279-01)

Affiant further states that all work to be performed by the above named Contractor under said contract has been fully paid.

Affiant further states that he makes this affidavit for the purpose of enabling the Owner to make final payment to _____ under the terms of said contract.

_____
Contractor

By _____ _____
Position

_____
Address

Subscribed and sworn before me this _____ day of _____, _____.

_____ _____
Notary Public Seal

END OF SECTION 00460

00470
KANSAS SALES TAX EXEMPTION

Under the Provisions of KSA 79-3606, which was passed by the 1966 Legislative Budget Session, the successful bidder will be issued an exemption certificate number for all sales tax on materials purchased for tax exempt portions of this project.

The Contract shall comply with all rules set by the Department of Revenue, Contractor's Section, Sales and Compensating Tax Division of the State of Kansas.

Sales tax on all materials for the tax exempt portion of this project shall be deducted from all unit bid prices.

END OF SECTION 00470

00531
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, **2015**, by and between **City of Abilene, Kansas** hereinafter called "OWNER," and _____(name of Contractor) (an individual) (a corporation) (a partnership), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____ **KLINK 1R Resurfacing Project, FY 2015, K-16 (Buckeye Avenue) from 15th Street to 21st Street, City of Abilene, Kansas (KDOT Project No. K15-21 U-0279-01)**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the same within **30** working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **$** _____, or as shown in the bid schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (A) Advertisement For BIDS
   - (B) Information For BIDDERS
   - (C) BID
   - (D) BID BOND
   - (E) Agreement
   - (F) General Conditions
   - (G) SUPPLEMENTAL GENERAL CONDITIONS
   - (H) Payment BOND
   - (I) Performance BOND
   - (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by **Kaw Valley Engineering, Inc.,** numbered **1** through **28**, and dated **July 2015**.

(N) SPECIFICATIONS prepared or issued by **Kaw Valley Engineering, Inc.** dated **July 2015**.

(O) ADDENDA

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement is **4** copies, each of which shall be deemed an original on the date first above written.

OWNER:

City of Abilene _____

By _____

Name (please type) _____

Title _____

(SEAL)

ATTEST:

_____

Name (please type) _____

Title _____

CONTRACTOR:

_____

By _____

Name (please type) _____

Address _____

_____

(SEAL)

ATTEST:

_____

Name (please type) _____

_____

END OF SECTION 00531

00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Abilene
(Name of Owner)

419 N. Broadway, Abilene, Kansas 67410
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____Dollars, $(_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the_____day of _____, _____ , a copy of which is hereto attached and made a part hereof for the construction of:

KLINK 1R Resurfacing Project, FY 2016

K-15 (Buckeye Avenue) from 15th Street to 21st Street

City of Abilene, Kansas

KDOT Project No. K15-21 U-0279-01

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title:

_____

_____

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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 where the PROJECT is located.

END OF SECTION 00610

00621
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Abilene
(Name of Owner)

419 N. Broadway, Abilene, Kansas 67410
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the_____day of _____, _____ , a copy of which is hereto attached and made a part hereof for the construction of:

KLINK 1R Resurfacing Project, FY 2016

K-15 (Buckeye Avenue) from 15th Street to 21st Street

City of Abilene, Kansas (KDOT Project No. K15-21 U-0279-01)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorizing extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL)

By _____ (s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

By _____

_____
Witness as to Surety

_____
(Address)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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 where the PROJECT is located.

END OF SECTION 00621

00631
BID BOND

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

_____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto **City of Abilene** as OWNER

in a penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns.

Signed, this _____ day of _____ , _____.

The Condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain BID, attached

hereto and hereby made a part hereof to enter into a contract in writing, for the _____

KLINK 1R Resurfacing Project, FY 2016

K-15 (Buckeye Avenue) from 15th Street to 21st Street

City of Abilene, Kansas

KDOT Project No. K15-21 U-0279-01

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of the then as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – 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 where the project is located.

END OF SECTION 00631

00721
GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
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18. Suspension of Work, Termination and Delay
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20. Acceptance of Final Payment as Release
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28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

1. *DEFINITIONS*

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and AGENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed

by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies; materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posed by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. *SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. *DRAWINGS AND SPECIFICATIONS*

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. *SHOP DRAWINGS*

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. *MATERIALS, SERVICES AND FACILITIES*

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. *INSPECTION AND TESTING*

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services required by the CONTRACT DOCUMENTS.

7.3 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice or readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.4 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.5 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices and materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.6 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.7 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be reissued.

8. *SUBSTITUTIONS*

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. *PATENTS*

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is any infringement of a patent, he shall be responsible for such loss unless he promptly give such information to the ENGINEER.

10. *SURVEYS, PERMITS, REGULATIONS*

10.1 The ENGINEER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. *PROTECTION OF WORK, PROPERTY AND PERSONS*

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy

all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. *SUPERVISION BY CONTRACTOR*

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. *CHANGES IN THE WORK*

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. *CHANGES IN CONTRACT PRICE*

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the WORK to be performed, the site conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. *CORRECTION OF WORK*

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. *SUBSURFACE CONDITIONS*

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjusted a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER

.

19. *PAYMENTS TO CONTRACTOR*

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve

payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon PAYMENT TO THE contractor shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. *ACCEPTANCE OF FINAL PAYMENT AS RELEASE*

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. *INSURANCE*

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by an other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations

be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. *CONTRACT SECURITY*

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. *ASSIGNMENTS*

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. *INDEMNIFICATION*

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. *SEPARATE CONTRACTS*

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR

will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or other involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. *SUBCONTRACTING*

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 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 SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. *ENGINEER'S AUTHORITY*

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. *LAND AND RIGHTS-OF-WAY*

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER and additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. *GUARANTY*

29.1 The CONTRACTOR shall guarantee all material and equipment to be furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. *ARBITRATION*

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. *TAXES*

31.1 The CONTRACTOR will be provided by the OWNER a sales tax exemption certificate for sales tax on taxable items purchased for the WORK to be performed.

END OF SECTION 00721

SECTION 00810
SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 MODIFICATIONS TO GENERAL CONDITIONS

A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

B. The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Conditions, shall have no meaning in the contract and shall be disregarded.

1.2 SURVEYS

A. Delete paragraph 10.1 of the General Conditions in its entirety and insert the following in its place:

B. The Owner has established basic horizontal and vertical control on the property to be used for the layout of the work and this control is indicated on the plan sheets. In order to avoid misinterpretation of control surveys and monuments and identify required modifications, all construction staking required on the project shall be completed by the Engineer under contract with the Owner.

C. The Engineer shall be required to maintain a copy of the field notes establishing alignments and grades, corresponding to the construction stakes set in the field on the project at all times. Any revisions made in alignment or grade by the Contractor, or as requested by the Engineer, shall be recorded on the "As-Built" Plans and shall be restaked with adjusted field notes indicating the changes.

1.3 MATERIAL TESTING

A. Certain testing is required by the various sections of these Specifications in order to assure compliance with appropriate standards of quality. The Engineer shall provide all inspection and testing services required by the Contract Documents at the Owner's expense.

B. Other tests of materials, construction methods and workmanship may be performed during construction as often as deemed necessary by the Engineer. Such tests will be performed at the Owner's expense.

C. The Contractor shall be responsible for providing materials that meet the respective specifications and any materials found that do not meet the contract specifications shall be removed and replaced at the Contractor's expense. No testing or lack of testing shall relieve the Contractor of the responsibility for providing materials in conformance with specifications. The Contractor shall in all

construction be responsible for providing materials and using construction methods in conformance with the specifications.

1.4 INSURANCE

A. The Contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect himself and the interest of the Owner 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 Owner 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 him of any contractual responsibility or obligation.

1.5 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsements.

The liability limits shall not be less than the following:

Workers' Compensation	- Statutory
Employer's liability	- $100,000

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of the employees not otherwise protected.

1.6 COMPREHENSIVE AUTOMOBILE LIABILITY

A. This insurance shall be written in comprehensive form and 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 licensed for highway use, whether they are owned, non-owned, or hired.

B. The liability limits shall not be less than the following:

Bodily Injury and Property Damage - $500,000 combined single limit or higher.

1.7 COMPREHENSIVE GENERAL LIABILITY

A. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. In addition this policy shall specifically insure the contractual liability assumed by the Contractor.

B. To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

C. The liability limits shall not be less than the following:

Bodily Injury and Property Damage - $500,000 combined single limit or higher.

1.8 BUILDER'S RISK

A. This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

B. Equipment such as steam generators, turbine generators, pumps, heat exchangers, compressors, tanks, motors, switch gear, transformers, panel boards, control equipment, and other similar equipment shall be insured under installation floater insurance when the aggregate value of this equipment exceeds $10,000.

C. If the work does not include the construction of building structures, this builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

D. Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear.

1.9 TIME EXTENSIONS FOR UNUSUAL WEATHER

A. This provision specifies the procedure for determination of time extensions for abnormal and unforeseeable weather in accordance par. 15.4 of the General Conditions. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON A (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(13)	(9)	(5)	(6)	(7)	(8)	(7)	(5)	(6)	(5)	(3)	(8)

C. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather, be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner will convert any qualifying delays to calendar days, and issue equivalent time extension.

PART 2 - ACCURACY OF CONTRACT DOCUMENTS

There is no guarantee, stated or implied to the Bidder or Contractor, of the accuracy of quantities or the extent of unknown conditions. The Bidder or Contractor is presumed to have examined the risk of unforeseen events which might occur during the course of construction, and to have satisfied himself as to the accuracy of stated quantities

2.1 MEASUREMENT AND PAYMENT

It is the intent of the BID and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Bid. No items of work that are required by the Contract Documents for the proper and successful completion of the contract will be paid for outside of, or in addition to, the prices submitted in the Bid. All work not specifically set forth in the Bid as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid.

2.2 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support and maintain all public and private property not specifically required to be affected by work under these Contract Documents. All such pavements, driveways, curbs, walks, buildings, utility poles, guy wires, fences, pipes, drains and other structures, together with all sod and shrubs in yards and parking, if removed or damaged, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way or the project construction limits. All replacements shall be made with new materials.

2.3 GENERAL GUARANTEE

A. Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

B. In addition to the existing, common law remedies for tort and breach of Contract, during a period of one year from and after the date of substantial completion of the work embraced by this Contract, the Contractor shall make all needed repairs and replacements arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs and replacements, the Owner is hereby authorized to make such repairs and replacements at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs and replacements may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. During the first 30 days of this period, the Contractor shall clean out any screens or valves that have become plugged with dirt and debris during this 30-day period.

2.4 SITE INVESTIGATION

A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and the uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost under this contract.

B. The Contractor's failure to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

2.5 KANSAS COMMISSION ON CIVIL RIGHTS

The following laws, administered by the Kansas Commission on Civil Rights (K.S.A. 44-1030; K.S.A. 44-1031 as amended, and K.S.A. 44-1032) are included in this contract and are made a part of the contract provisions, except in the case of Contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is $5,000.00 or less, or who have fewer than four employees:

A. 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, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;

B. 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 commission;

C. 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. 1976 Supp. 44-1030, as amended, 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;

D. 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;

E. The Contractor shall include the provision of paragraphs 1 through 4 inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

2.6 DEFINITIONS

Where the terms "Engineer" or "Owner's Representative" are used, they shall be considered interchangeable.

2.7 CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS AND CONSTRUCTION PLANS

Upon execution of the Notice of Award, Engineer will provide successful bidder with three (3) full-sized sets of Construction Plans for this project, along with one (1) fully executed set of Contract Documents and Technical Specifications. The above-referenced copies will be provided at no cost to the successful bidder. However, the successful bidder will be responsible for the cost of any additional copies, which will be billed in accordance with Engineer's Standard Hourly Rate Schedule.

END OF SECTION 00810

General Decision Number: KS150019 01/02/2015 KS19

Superseded General Decision Number: KS20140019

State: Kansas

Construction Type: Highway

Counties: Allen, Anderson, Atchison, Barber, Barton, Bourbon, Brown, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Clay, Cloud, Coffey, Comanche, Cowley, Crawford, Decatur, Dickinson, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Lyon, Marion, Marshall, McPherson, Meade, Mitchell, Montgomery, Morris, Morton, Nemaha, Neosho, Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Thomas, Trego, Wallace, Washington, Wichita, Wilson and Woodson Counties in Kansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

SUKS2013-001 08/02/2013

	Rates	Fringes
CARPENTER (ROUGH)		
Chase, Lyon	$ 15.03	0.00
Finney, Kearny	$ 12.89	6.35
Ottawa, Saline	$ 13.16	7.34
Remaining Counties	$ 12.90	6.39
CARPENTER		
Chase	$ 17.96	0.00
Finney, Kearny	$ 14.92	0.00
Lyon	$ 17.13	0.00
Ottawa, Saline	$ 17.70	0.00
Remaining Counties	$ 14.94	0.00
CONCRETE FINISHER		

Chase, Lyon	$ 15.90	0.00
Ottawa, Saline	$ 15.31	0.00
Remaining Counties	$ 14.38	0.00
ELECTRICIAN		
Chase, Lyon, Ottawa, Saline	$ 22.40	3.57
Finney, Kearny	$ 22.56	3.96
Remaining Counties	$ 23.31	4.22
Form Liner and Setter		
Chase, Lyon	$ 13.75	1.85
Remaining Counties	$ 13.45	1.20
IRONWORKER, REINFORCING		
Chase, Lyon	$ 13.59	0.00
Ottawa, Saline	$ 12.97	0.00
Remaining Counties	$ 10.60	0.00
LABORER (COMMON or GENERAL)		
Allen	$ 11.20	0.00
Anderson	$ 17.58	0.00
Atchison	$ 13.08	2.49
Barton	$ 11.37	0.00
Bourbon	$ 12.90	0.00
Brown	$ 13.98	0.00
Chase	$ 16.46	0.00
Cherokee	$ 14.55	0.00
Clark, Morris	$ 12.65	0.00
Cloud	$ 12.65	2.56
Coffey	$ 14.31	1.85
Crawford	$ 12.25	0.00
Decatur	$ 10.78	0.00
Dickinson	$ 14.35	0.00
Ellis	$ 16.96	0.00
Ellsworth	$ 12.15	0.00
Finney, Kearny	$ 12.38	0.00
Ford, Lyon	$ 13.66	0.00
Graham	$ 11.94	0.00
Gray	$ 12.11	0.00
Jewell	$ 11.24	0.00
Kingman	$ 11.52	0.00
Lane	$ 13.91	0.00
Lincoln	$ 13.31	0.00
Marion	$ 14.07	0.00
Marshall	$ 11.53	0.00
McPherson	$ 11.87	0.00
Meade	$ 12.39	0.00
Montgomery, Pratt	$ 11.88	0.00
Nemaha	$ 17.02	0.00
Neosho	$ 11.17	0.00
Osborne	$ 11.84	0.00
Ottawa	$ 10.91	3.34
Pawnee	$ 11.00	0.00
Phillips	$ 11.85	1.25
Remaining Counties	$ 12.33	0.00
Reno	$ 12.50	0.00
Republic, Thomas	$ 12.03	0.00
Rice	$ 11.14	0.00
Russell	$ 11.47	0.00
Saline	$ 10.87	3.36

Sherman	$ 12.81	0.00
Smith	$ 12.78	0.00
Trego	$ 11.30	0.00
Washington	$ 11.56	0.00
Wilson	$ 10.14	0.00

LABORER (FLAGGER)

Ellsworth	$ 10.25	0.00
Finney, Kearny	$ 9.86	0.00
Ford	$ 11.70	0.00
Graham	$ 10.29	0.00
Gray	$ 11.14	0.00
Mcpherson	$ 10.24	0.00
Remaining Counties	$ 10.61	0.00
Sherman	$ 10.73	0.00
Thomas	$ 11.83	0.00

POWER EQUIPMENT OPERATOR:
(ASPHALT PAVER SCREED)

Chase, Lyon, Ottawa, Saline	$ 13.97	0.00
Finney, Kearny	$ 13.95	0.00
Remaining Counties	$ 13.94	0.00

POWER EQUIPMENT OPERATOR:
(ASPHALT PAVING MACHINE)

Chase, Lyon, Ottawa, Saline	$ 14.94	0.00
Cowley	$ 14.96	0.00
Ellsworth	$ 16.07	0.00
Finney, Kearny	$ 14.92	0.00
Lane	$ 15.11	0.00
Remaining Counties	$ 14.90	0.00
Sherman	$ 14.31	0.00

POWER EQUIPMENT OPERATOR:
(BACKHOE)

Chase, Lyon	$ 17.29	3.08
Finney, Kearny	$ 14.58	0.00
Ottawa, Saline	$ 17.16	2.77
Remaining Counties	$ 14.67	0.00

POWER EQUIPMENT OPERATOR:
(BULLDOZER)

Chase, Lyon, Ottawa, Saline	$ 15.57	2.58
Finney, Kearny	$ 15.19	2.40
Remaining Counties	$ 15.06	2.37

POWER EQUIPMENT OPERATOR:
(CONCRETE FINISHING MACHINE) $ 15.97 0.00

POWER EQUIPMENT OPERATOR:
(CONCRETE SAW)

Chase, Lyon, Ottawa, Saline	$ 14.88	0.00
Finney, Kearny	$ 14.85	0.00
Remaining Counties	$ 14.78	0.00

POWER EQUIPMENT OPERATOR:
(CRANE)

Chase, Lyon, Ottawa, Saline	$ 19.38	11.37
Remaining Counties	$ 18.38	7.66

POWER EQUIPMENT OPERATOR:
(DISTRIBUTOR-BITUMINOUS)

Chase, Finney, Kearny, Lyon, Ottawa, Saline	$ 13.45	0.00
Remaining Counties	$ 13.47	0.00

POWER EQUIPMENT OPERATOR:
(EXCAVATOR)

Chase, Lyon, Ottawa, Saline	$ 17.21	2.32
Finney, Kearny	$ 17.05	2.25
Remaining Counties	$ 17.00	2.19

POWER EQUIPMENT OPERATOR:
(FRONT END LOADER)

Cowley	$ 12.72	0.00
Ellsworth	$ 14.07	0.00
Gray	$ 13.85	0.00
Remaining Counties	$ 12.50	0.00
Trego	$ 12.92	0.00

POWER EQUIPMENT OPERATOR:
(MECHANIC)

Ellsworth	$ 19.79	0.00
Remaining Counties	$ 18.65	0.00

POWER EQUIPMENT OPERATOR:
(MOTOR GRADER-FINISH)

Chase, Lyon, Ottawa, Saline	$ 17.23	2.18
Gray	$ 18.67	1.56
Remaining Counties	$ 16.82	1.95

POWER EQUIPMENT OPERATOR:
(MOTOR GRADER-ROUGH)

Chase, Finney, Kearny, Lyon, Ottawa, Saline	$ 15.77	1.84
Remaining Counties	$ 15.58	1.67

POWER EQUIPMENT OPERATOR:
(MOTOR SCRAPER)

Chase, Lyon, Ottawa, Saline	$ 14.11	1.04
Finney, Kearny	$ 13.85	0.00
Remaining Counties	$ 13.87	0.00

POWER EQUIPMENT OPERATOR:
(PAVING MARKING) $ 19.93 4.49

POWER EQUIPMENT OPERATOR:
(ROLLER COMPACTOR)

Chase,Lyon	$ 15.48	0.00
Cowley	$ 13.01	0.00
Ellsworth	$ 13.37	0.00
Finney, Kearny, Mcpherson	$ 12.27	0.00
Ford	$ 11.92	0.00
Gray	$ 13.71	0.00
Kingman	$ 13.04	0.00
Ottawa, Saline	$ 14.92	0.00
Remaining Counties	$ 11.75	0.00
Thomas	$ 12.20	0.00
Trego	$ 11.66	0.00

POWER EQUIPMENT OPERATOR:
(ROTARY BROOM)

Finney, Kearny	$ 10.71	0.00
Marshall	$ 11.98	0.00
Mcpherson	$ 12.34	0.00
Remaining Counties	$ 10.25	0.00
Sherman	$ 12.62	0.00

POWER EQUIPMENT OPERATOR:
(ROTOMILL)

Chase, Finney, Kearny, Lyon, Ottawa, Saline	$ 16.15	0.00
Remaining Counties	$ 16.09	0.00

POWER EQUIPMENT OPERATOR:
(SKIDSTEER LOADER)

Chase, Lyon, Ottawa, Saline	$ 16.62	3.62
Finney, Kearny	$ 14.68	0.00
Remaining Counties	$ 14.60	0.00
Sherman	$ 13.12	1.34

POWER EQUIPMENT OPERATOR:
(SPREADER BOX SELF-PROPELLED)

Chase, Lyon, Ottawa, Saline	$ 12.91	0.00
Finney, Kearny	$ 12.99	0.00
Remaining Counties	$ 13.07	0.00

POWER EQUIPMENT OPERATOR:
(TRACTOR)

Chase, Lyon, Ottawa, Saline	$ 13.49	0.00
Cowley	$ 11.57	0.00
Finney, Kearny	$ 13.45	0.00
Kingman	$ 13.25	0.00
Meade	$ 12.94	0.00
Remaining Counties	$ 13.50	0.00

Serviceman (equipment)	$ 16.33	1.74

TRUCK DRIVER (HEAVY DUTY, OFF-ROAD)

Chase, Lyon, Ottawa, Saline	$ 15.10	0.00
Finney, Kearny	$ 15.26	0.00
Remaining Counties	$ 15.78	0.00

TRUCK DRIVER (SINGLE AXLE)

Chase, Lyon, Ottawa, Saline	$ 15.15	0.00
Coffey	$ 17.50	2.80
Finney, Kearny	$ 15.13	0.00
Remaining Counties	$ 15.10	0.00

TRUCK DRIVER (TANDEM)

Chase	$ 13.53	0.00
Finney, Kearny	$ 14.39	0.00
Ford	$ 13.96	0.00
Gray	$ 13.50	0.00
Kingman	$ 14.56	1.45
Lyon	$ 13.73	0.00
Ottawa, Saline	$ 13.57	0.00
Remaining Counties	$ 12.97	0.00
Reno	$ 13.75	0.00

Sherman	$ 13.35	0.00
Washington	$ 13.55	0.00
TRUCK DRIVER (TRIPLE AXLE and SEMI)		
Chase, Lyon	$ 17.56	0.00
Finney, Kearny	$ 14.49	0.00
Gray	$ 16.09	1.12
Ottawa, Saline	$ 17.09	0.00
Remaining Counties	$ 14.48	0.00
Reno	$ 16.09	8.51
Sherman	$ 15.87	2.49

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

10000
TECHNICAL SPECIFICATIONS

This project shall be constructed in accordance with the Kansas Department of Transportation's 2007 Edition of the *Standard Specifications for State Road and Bridge Construction*. Where conflicts may arise between these specifications and the General Conditions and/or Supplementary Conditions of this contract, the General Conditions and/or Supplementary Conditions shall govern.

Link to KDOT Specifications:

http://www.ksdot.org/burconsmain/specprov/specifications.asp

END OF SECTION 10000

RESOLUTION NO. ____

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH KAW VALLEY ENGINEERING, INC., DATED MARCH 5, 2015

WHEREAS, the City Commission, with the adoption of Resolution No. 081015-1, approved an Agreement with the Kansas Department of Transportation for the purposes of resurfacing a portion of Buckeye Avenue as an approved KLINK Resurfacing Project ("Project");

WHEREAS, the City Commission desires to enter into Supplemental Agreement No. 1 with Kaw Valley Engineering, Inc. ("Consultant") for the purposes of providing additional services to the original scope of services for the aforementioned Project;

WHEREAS, such Supplemental Agreement No. 1 will supplement the engineering services provided by Consultant in preparation of the Project dated March 5, 2015, and attached hereto as **Exhibit A.**

WHEREAS, such additional services will generally include construction engineering and inspections, and more specifically be described in the Supplemental Agreement No. 1 as attached hereto as **Exhibit B.**

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Agreement. That Supplemental Agreement No. 1 with Consultant is hereby adopted as attached hereto as **Exhibit B**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this __ day of October, 2015.

CITY OF ABILENE, KANSAS

By:_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

EXHIBIT A

Agreement for Preliminary Engineering Services

Kaw Valley Engineering, Inc.

March 5, 2015

Agreement for Preliminary Engineering Services

2015 Buckeye KLINK Project – NE 15th Street to NE 21st Street
City of Abilene, Kansas

This "Agreement", made this 5th, day of March, 2015, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of professional surveying and engineering services to complete the surveying, design and bidding assistance for proposed milling and asphalt overlay improvements on the 2015 Buckeye KLINK Project (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

SCOPE OF SERVICES – PHASE I

Upon execution of this Agreement, the Consultant shall provide the following outlined services:

1. Design Surveying , R/W Determination & Block Corners – The Consultant shall perform field surveys consisting of establishment of horizontal and vertical control, recovery or establishment of section corners and ¼-section corners bounding the Project, establishment of Project centerline control and benchmarks, digital photograph array of the entire Project site, research of deeds and easements affecting the Project, and land surveying as necessary to determine right-of-way and easement lines, complete topographic survey of the Project site to the back of sidewalk including utility locations, cross-sections of the existing roadway, curb and gutter, sidewalk, drive entrances, alley and side street intersection returns, signage and drainage structures. Upon determination of the existing right-of-way, the Consultant will set monuments at the block corners and other useful locations as desired by the City. The Consultant shall also provide AutoCAD drafting of field survey data for use in plan production for the Project. All surveying shall be done in the coordinate system used by the Dickinson County GIS Department and all AutoCAD files shall be provided to the Dickinson County GIS Department upon completion of the As-Built Plans.

2. Coordination with KDOT & Utilities – The Consultant shall initiate correspondence with all encountered utilities having potential conflicts or affected facilities in order to coordinate any incorporated improvements, utility adjustments and/or relocations necessary to accommodate KDOT requirements and completion of the work in advance of the Project's scheduled bid letting. The Consultant shall distribute plans to all affected utilities and maintain close contact with those having facilities impacted by the Project such that all parties are aware of the scope of improvements, traffic control plan, construction sequencing activities, and anticipated schedule.

3. Office Check Plans & Estimate – The Consultant shall develop Office Check Plans and Estimate of Probable Construction Cost per KDOT requirements for submittal to KDOT and the City for Office Check reviews. Office Check plans shall contain all plan drawings, construction sequencing, traffic control, summary of quantities and standard detail sheets to constitute a full set of construction plans. The Consultant shall make any plan revisions requested as a result of said Office Check reviews by the City and KDOT.

4. Final Plans, Contract Documents & Estimate – The Consultant shall develop Final Plans, Contract Documents and Engineer's Estimate per KDOT requirements for submittal to KDOT

and the City. Upon making any revisions requested, the Consultant shall compile a final signed and sealed bid package for advertisement and distribution to interested contractors.

5. Bidding Assistance, Contract Administration & KDOT Reimbursement – The Consultant shall assist the City with all elements of the competitive bidding process and supply contract administration duties during the course of awarding, constructing and finalizing the Project, including completion of the final reimbursement paperwork per KDOT requirements.

6. As-Built Plans - The Consultant shall also furnish the City with As-Built Plans upon completion of all construction activities which clearly depicts any alterations made in the field from the Final Plans as bid.

SCOPE OF SERVICES – PHASE II

If so desired by the City, the Consultant may be asked to provide additional services such as materials testing and construction inspection for the Project. If so, the Consultant shall submit a detailed Scope of Services with Fee Schedule for such activities as Phase II of the Preliminary Engineering for this Project to be approved and authorized by the City prior to initiation of such additional services.

COMPENSATION

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project in accordance with the "Fee Schedule-Phase I Preliminary Engineering Services" included with this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project shall be $15,898.00.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Schedule". The Consultant shall not be awarded payments totaling more than 90% of the contract maximum for Phase I of the Preliminary Engineering Services on this Project prior to submittal of the *Final Plans, Contract Documents & Estimate* to the City. The Consultant shall invoice the City for completed services and encountered reimbursable expenses on a monthly basis. An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these original Scope of Services for Phase I of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

TIME FOR COMPLETION

The Consultant shall begin work on the date of execution of this Agreement and shall have all work completed, up to and including, the submittal of *Final Plans, Contract Documents & Estimate* as outlined in the Scope of Services for Phase I of the Preliminary Engineering on this Project within ninety (90) calendar days of the date of execution of this Agreement. The work is scheduled to progress in the manner and sequence as set forth in the Scope of Services for Phase I of the Preliminary Engineering on this Project. Services to be provided under this Agreement do not allow for delays due to abnormal weather, inefficient or non-responsive review by the City and/or review agencies, or unforeseen circumstances not under the direct control of the Consultant.

DISPUTE RESOLUTION

All claims, disputes, and other matters of controversy between City and Consultant arising out of, or in any way related to, this Agreement or the services performed by Consultant will be submitted to non-binding mediation as a condition precedent to litigation. If a dispute arises from matters related to the services provided under this Agreement and that dispute requires litigation, then the claim shall be brought and tried in a judicial jurisdiction in the State of Kansas.

TERMINATION BY CAUSE

This Agreement may be terminated by the City upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms set herein. If this Agreement is so terminated, the Consultant shall be paid for any approved final product delivered through the effective date of termination per the compensation arrangement set forth in this Agreement.

CONTRACT PROVISIONS

A. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such records as may be deemed necessary by the City to assure the property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement, unless permission to destroy them is granted by the City. It is understood that all pertinent records shall be accessible to the Kansas Department of Transportation and the Federal Highway Administration.

B. Consultant Compliance with Local, State, and Federal Laws

1. Title VI of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal Funds.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112) as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of or be subjected to discrimination under any program or activity receiving Federal funds.

4. Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published or effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, national origin, religion, sex disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18).

6. Executive Order 11063, as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107. No person shall, on the basis of race, color, religion, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans issued or guaranteed by the Federal Government.

7. Kansas Act Against Discrimination of 1992. It is declared to be the policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason of race, religion, color, sex, physical disability, national origin or ancestry.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170Iu. Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income persons residing within the project area and the non-metropolitan county in which the project is located and that contracts in connection with the project, be awarded to eligible business concerns located or owned in substantial part, by residents of the project area.

9. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60. A contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

10. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.

11. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.

12. The Consultant will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.

13. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. Interest of Members of the City

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to insure compliance.

D. Interest of the Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services thereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

Consultant:
KAW VALLEY ENGINEERING, INC.

By: Chad McCullough
Chad McCullough, P.E.

Title: Project Manager

Date: 3/5/15

City:
CITY OF ABILENE

By: David B. Dillner
David Dillner

Title: City Manager

Date: 3/5/15

FEE SCHEDULE - Phase I Preliminary Engineering Services
2015 Buckeye KLINK Project - NE 15th Street to NE 21st Street
City of Abilene, Kansas

1. Design Survey, R/W Determination & Block Corners

Hourly Compensation:

Employee Classification	Hours	Standard Rate	Extension
Project Manager	4	$115.00	$460.00
Registered Land Surveyor	8	105.00	840.00
2-Person Survey Crew	32	140.00	4,480.00
Senior Design Technician	16	75.00	1,200.00
			$6,980.00

Direct Expenses:

Copying / Printing (Old Plans & Property Research) -				=	$20.00
Survey Vehicle Mileage -	300	miles @	$0.56	=	$168.00
					$188.00

2. Coordination with KDOT & Utilities

Hourly Compensation:

Project Manager	8	$115.00	$920.00
Senior Design Technician	4	75.00	300.00
			$1,220.00

3. Office Check Plans & Estimate

Hourly Compensation:

Project Manager	12	$115.00	$1,380.00
Senior Design Technician	8	75.00	600.00
			$1,980.00

4. Final Plans, Contract Documents & Estimate

Hourly Compensation:

Project Manager	12	$115.00	$1,380.00
Manager of Field Services	2	90.00	180.00
Senior Design Technician	8	75.00	600.00
Administrative Assistant II	8	34.00	272.00
			$2,432.00

5. Bidding Assistance, Contract Administration & KDOT Reimbursement

Hourly Compensation:

Project Manager	16	$115.00	$1,840.00
Manager of Field Services	2	90.00	180.00
Senior Design Technician	2	75.00	150.00
Administrative Assistant II	12	34.00	408.00
			$2,578.00

Direct Expenses:

Copying / Printing (4 Original Contract Books) -	40.00
	$40.00

6. As-Built Plans for City Records

Hourly Compensation:

Manager of Field Services	2	90.00	$180.00
Senior Design Technician	4	75.00	300.00
			$480.00

Total for Hourly Compensation	=	**$15,670.00**
Total for Direct Expenses	=	**$228.00**
Total for Phase I Preliminary Engineering Services	=	**$15,898.00**

EXHIBIT B

Supplemental Agreement No. 1

to the

Agreement for Preliminary Engineering Services

Kaw Valley Engineering, Inc.

October 12, 2015

Supplemental Agreement #1
to the
Agreement for Preliminary Engineering Services
2015 Buckeye KLINK Project
City of Abilene, Kansas

This "Supplemental Agreement #1", made this ____ , day of _____ , 2015, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of additional services related to construction inspection and materials testing activities for the 2015 Buckeye KLINK Project (hereinafter "Project");

The following are additional services as requested by the City to supplement the original ***SCOPE OF SERVICES – PHASE I*** and are proposed to be made a part of the Agreement for Preliminary Engineering Services:

SCOPE OF SERVICES – PHASE II

Upon execution of a contract for construction, the Consultant shall provide the following outlined services:

1. Property Owner Notifications & Utility Coordination - The Consultant shall provide a KDOT prequalified Construction Inspector who shall perform door-to-door notification to all adjacent and affected residences and businesses on the day prior to traffic control setups at each phase of construction. The Consultant shall also conduct prior notification and coordination with all affected utilities and railroads regarding schedule for construction activities and flagger/traffic control requirements.

2. Daily Construction Observation & Contract Reports - The Consultant shall provide a KDOT prequalified Construction Inspector to perform daily field inspection of construction activities, complete project coordination and daily inspection reports and enforce conformance to the contract documents and specifications. The provided Construction Inspector shall also be available to the public for providing guidance and answering questions while on-site during contracted construction activities.

3. Materials Testing & Certification - The Consultant shall provide a KDOT-certified Asphalt QA/QC Technician to perform materials testing of plant mix bituminous materials at the project site, at the source asphalt plant and at supplying quarries, as well as determining approval of certifications for all ingredient materials, for conformance to the contract documents and specifications.

4. Contract Final Observation & Documentation - The Consultant shall perform final project observation, punchlist preparation, pay request review and contract administration/documentation as per the contract documents for conformance to the contract documents and specifications and Project close-out.

COMPENSATION

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project in accordance with the "Fee Schedule - Phase II Inspection & Testing Services" included with this Supplemental Agreement #1. For the purposes of this Supplemental Agreement #1, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project shall be $14,750.00. The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Schedule - Phase II Inspection & Testing Services". An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these Scope of Services for Phase II of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Supplemental Agreement #1 as of the date first above written.

Consultant:	**City:**
KAW VALLEY ENGINEERING, INC.	CITY OF ABILENE
By: Chad D. McCullough, P.E.	By: _____ David Dillner
Title: Project Manager	Title: City Manager
Date: _____	Date: _____

FEE SCHEDULE - Phase II Inspection & Testing Services

2015 Buckeye KLINK Project

City of Abilene, Kansas

1. Property Owner Notifications & Utility Coordination -

Employee Classification	Salary	Hours	Extension
Senior Engineering Technician	$70.00	8	560.00
			$560.00

2. Daily Construction Observation & Contract Reports -

Employee Classification	Salary	Hours	Extension
Project Manager	$115.00	4	$460.00
Senior Engineering Technician	$70.00	120	8,400.00
			$8,860.00

3. Materials Testing & Certification -

Employee Classification	Salary	Hours	Extension
Supervisor of Field Services	$90.00	8	$720.00
Senior Engineering Technician	$70.00	20	1,400.00
Materials Technician II	$65.00	10	650.00
Administrative Assistant II	$34.00	4	136.00
			$2,906.00

4. Contract Final Observation & Close-Out Documentation -

Employee Classification	Salary	Hours	Extension
Project Manager	$115.00	8	$920.00
Supervisor of Field Services	$90.00	4	360.00
Senior Engineering Technician	$70.00	8	560.00
Administrative Assistant II	$34.00	4	136.00
			$1,976.00

Direct Expenses:

Inspection Truck Mileage -	800	miles @	$0.56	=	$448.00
					$448.00

Total for Phase II Inspection & Testing = **$14,750.00**

RESOLUTION NO. ____

A RESOLUTION REAFFIRMING THE SUPPORT OF THE NATIONAL EISENHOWER MEMORIAL BY THE CITY OF ABILENE AND URGING CONGRESS TO FUND THE CONSTRUCTION OF THE MEMORIAL

WHEREAS, the City Commission endorsed the design and construction of the proposed National Eisenhower Memorial with the adoption of Resolution No. 031014-5;

WHEREAS, the mission of Eisenhower Memorial Commission is to "complete a National Memorial to honor Dwight D. Eisenhower to inspire future generations with his devotion to public service, leadership, integrity, lifelong work ethic, and total devotion to the values and processes of democracy";

WHEREAS, the construction of a national memorial honoring President Dwight D. Eisenhower would highlight all phases of President Eisenhower's life, including his boyhood in Abilene, Kansas;

WHEREAS, the Eisenhower Memorial would be a noble honor in recognition of the service of President Eisenhower to the State of Kansas, the United States of America, and the international community.

NOW, THEREFORE BE IT RESOLVED, the governing body of the City of Abilene, reaffirms its support of the National Eisenhower Memorial, and respectfully encourages the Congress of the United States of America and the Eisenhower Memorial Commission to take such actions as may be necessary and prudent, to include fully funding the proposed memorial, to facilitate the construction of the Dwight D. Eisenhower Memorial in Washington, D.C. without further delay.

PASSED AND APPROVED, by the Governing Body of the City of Abilene, Kansas, this ___ day of October, 2015.

CITY OF ABILENE, KANSAS

By:_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

Print Form

ABILENE KANSAS

APPLICATION FOR APPOINTMENT TO CITY OF ABILENE BOARDS OR COMMISSIONS

Note: Application will remain active for three years from the date signed.

Name of Applicant: Norman Schmidt Address: 100 Westwood Dr.

How many years have you resided in Dickinson County? 40+ X Registered voter?

Home Telephone (785) 280-0200 Work Telephone — Email: —

Board or Commission Applying For: Airport Type of work is employed in (1) Retired

Please state why you are interested in serving on this Board/Commission/Council and indicate what expertise and/or capabilities you would bring to this Board/Commission/Council. (please use extra space on back as needed.)

Interested in aviation & flying. Use to be on the Airport Board.

(1) Some restrictions apply to City Board or Commission appointments, so this information is needed to assure compliance with these restrictions

What other boards (city, county, school, hospital, etc.) or elected offices are you currently serving on? What other boards (city, county, school, hospital, etc.) or elected offices have you served on?

None

Please list any present and past community volunteer activities:

Use to serve on Airport Board.

To the best of your knowledge, would the appointment on your desired Board/Commission/Council create any conflicts of interest due to your employment or business endeavers? If yes, explain.

Signature of Applicant: [signature] Date: 9/21/15

Received by Administrative Assistant Jennifer J. Hiatt Date: 9/21/15

Return completed application to:

Adminstrative Assistant
City of Abilene
PO Box 519
Abilene, KS 67410-0519

ABILENE
KANSAS

Abilene City Commission Minutes
Abilene Public Library
September 14, 2015 @ 4:00 p.m.
Abilene, Kansas

1. **Call to Order**

2. **Roll Call** – City Commission Present: Mayor Weishaar, Commissioners Ray, Payne, Marshall and Shafer.

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, Finance Director Rothchild, Public Works Director Schrader, Community Development Director Shea, Police Chief Heimer, and Fire Chief Sims.

Others Present: Mike Heronemus, Bruce Dale, Samantha Fisher, Westin Shehi, James Holland, Sandy Foltz and Randy Gassman.

3. **Pledge of Allegiance** - Mayor Weishaar led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval for the September 14, 2015 City Commission Meeting
5. Meeting Minutes: August 24, 2015, Regular Meeting
6. Appointment of Mayor Weishaar and Commissioner Shafer to serve as voting delegates and City Manager Dillner to serve as an alternate voting delegate for the 2015 business meeting for the League of Kansas Municipalities.
7. An Ordinance regulating public offenses within the City of Abilene, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, Edition of 2015.
8. An Ordinance regulating vehicles upon the streets and highways within the City of Abilene, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, Edition 2015.
9. A Resolution approving Agreement No. 234-15 with the Kansas Department of Transportation concerning the Federal Exchange Program.

Motion by Commissioner Ray, seconded by Commissioner Marshall to approve the Consent Agenda as presented. Motion carried unanimously 5-0.

Public Comments and Communications

10. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Weishaar asked for any comments or communications from the public that are not on the agenda. There were none.

11. Declaration. At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

Proclamations and Recognition

12. There were no proclamations or recognitions.

Public Hearings

13. There were no public hearings.

Old Business

14. There was no old business.

New Business

15. Consideration of a Resolution accepting the Financial Statements for Year-Ending December 31, 2014, as prepared for the City of Abilene, Kansas by Pottberg, Gassman and Hoffman, Chartered.

Randy Gassman, Pottberg, Gassman and Hoffman Chartered, presented information regarding the Financial Statement for Year-Ending December 31, 2014.

Motion by Commissioner Shafer, seconded by Commissioner Ray to approve Resolution No. 091415-2 **A RESOLUTION ACCEPTING THE FINANCIAL STATEMENT FOR THE YEAR-ENDING DECEMBER 31, 2014, AS PREPARED FOR THE CITY OF ABILENE, KANSAS, BY POTTBERG, GASSMAN AND HOFFMAN, CHARTERED.** Motion carried unanimously 5-0.

City Manager Dillner stated the financial statement will be filed with the State and other entities as required by the Continuing Disclosure Policy.

16. Consideration of a Resolution stating the intention of the City of Abilene to proceed with developing a comprehensive plan for public facilities.

City Manager Dillner presented information regarding the City of Abilene's intention to proceed with developing a comprehensive plan for public facilities. This resolution has two findings; 1) The governing body makes a finding that it is not in the City's best interests at this time to participate in further discussions with Dickinson County concerning the development of a Joint Justice Center that would include the Abilene Police Department and the Abilene Municipal Court. 2) The City Commission will proceed with the development of a comprehensive plan to address previously identified deficiencies in existing public facilities.

Motion by Commissioner Ray, seconded by Commissioner Payne to approve Resolution No. 091415-4 **A RESOLUTION STATING THE INTENTION OF THE CITY OF ABILENE, KANSAS TO PROCEED WITH DEVELOPING A COMPREHENSIVE PLAN FOR PUBLIC FACILITIES.** Motion carried 3-2, Commissioners Shafer and Marshall voting no.

17. Consideration of a Resolution adopting by reference the North Central Kansas (Homeland Security Region F) Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan.

City Manager Dillner explained that this resolution adopts the mitigation plan so that we will be eligible for the FEMA funding and mitigation projects when money becomes available.

Motion by Commissioner Payne, seconded by Commissioner Marshall to approve Resolution No. 091415-3 **A RESOLUTION ADOPTING BY REFERENCE THE NORTH CENTRAL KANSAS (HOMELAND SECURITY REGION F) MULTI-HAZARD, MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.** Motion carried unanimously 5-0.

18. Consideration of a motion to accept a bid of $193,920.00 from APAC-Kansas, Inc. Shears Division for KLINK Resurfacing Project No. 15-21 U-0279-01.

City Manager Dillner presented information regarding bids received for the 2015 KLINK project. The low bid was from APAC-Kansas, Inc. Shears Division in the amount of $193,920.00.

Motion by Commissioner Marshall, seconded by Commissioner Payne to approve the bid in the amount of $193,920.00 from APAC-Kansas, Inc. Shears Division for the KLINK Resurfacing Project No. 15-21-U-0279-01. Motion carried unanimously 5-0.

19. Consideration of an Ordinance amending the official Zoning Map of the City of Abilene, Kansas.

Community Development Director Shea read Ordinance 3284 regarding the official zoning map of the City of Abilene. The map now corresponds with the appropriate zoning districts as adopted by the City Commission on November 10, 2014.

Motion by Commissioner Shafer, seconded by Commissioner Ray to adopt Ordinance No. 3284 **AN ORDINANCE ADOPTING THE ZONING MAP FOR THE CITY OF ABILENE, KANSAS AND INCORPORATING SUCH MAP BY REFERENCE**. Motion carried unanimously 5-0.

20. Consideration of an Ordinance approving a Conditional Use Permit for 500 NW 14th Street, at the request of Unified School District 435, concerning the installation of an electronic message board.

Community Development Director Shea read Ordinance 3285 regarding a request from USD #435 regarding the installation of an electronic message board at 500 NW 14th Street.

Motion by Commissioner Payne, seconded by Commissioner Marshall to adopt Ordinance No. 3825 **AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 500 NW 14TH STREET, AT THE REQUEST OF USD 435, CONCERNING A FREESTANDING ELECTRONIC MESSAGE CENTER SIGN WITHIN A "PUBLIC DISTRICT" OF THE CITY OF ABILENE, KANSAS**. Motion carried unanimously 5-0.

Reports

21. City Manager Reports

City Manager Dillner requested the cancellation of the September 28th City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Shafer to cancel the September 28th City Commission. Motion carried unanimously 5-0.

Mayor Weishaar announced that the October 12th meeting will be moved to Tuesday October 13th due to them attending the League of Kansas Municipalities Conference.

a. Expenditures Report

Adjournment

22. Consideration of a motion to adjourn the September 14, 2015 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Payne to adjourn at 4:28 p.m. Motion carried unanimously 5-0.

(Seal)

_____
Dennis P. Weishaar, Mayor

ATTEST:

_____
Penny L. Soukup, CMC
City Clerk

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Mike King, Secretary
Ronald J. Seitz, P.E., Chief

Sam Brownback, Governor

September 17, 2015

Mr. Lon Schrader
Public Works Director
419 N. Broadway
Abilene, KS 67410

Dear Mr. Schrader:

Congratulations on the approval of your Geometric Improvement project at Intersection of K-15 and 14th Street (old US-40). Your project will be included in the Kansas Department of Transportation (KDOT) fiscal year 2018 Geometric Improvement Program.

KDOT has approved funds for this project based on an estimate for the total project cost of $627,000.00. The state's participation will be 90 percent of the actual total participating project costs (Construction and CE) up to a maximum amount of $500,000.00. The city will be responsible for all remaining project costs over the $500,000.00 maximum and any costs that are determined to be non-participating.

The project plans will require review by KDOT's Bureau of Local Projects for compliance with KDOT's procedures and requirements. A "Project Programming Request" form No. 1302 has been attached for your use. Please review the filled-out form, change as needed, sign, and return to the Bureau of Local Projects. Before proceeding with any plan preparation activities, either by the city or by a consultant-engineering firm, it is imperative that you consult with the Bureau of Local Projects in order to follow the proper consultant selection procedures.

The Project Manager from the Bureau of Local Projects will be contacting you to discuss this procedure, as well as developing a schedule to advance the project to a timely bid letting. The city's share of the project construction and construction engineering costs will be due at the time of the bid letting.

Your interest in this program is appreciated.

Sincerely,

Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

cc: Mr. Randy H. West, P.E., District 2 Engineer
Mr. Dale Hershberger, P.E., Area 1 Engineer
Mr. Jim L. Kowach, P.E., Director of Engineering and Design
Mr. Mark Taylor, P.E., Bureau Chief of Program and Project Management

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Mike King, Secretary

Kansas
Department of Transportation
Office of the Secretary

Phone: 785-296-3461
Fax: 785-296-0287
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org
Sam Brownback, Governor

September 17, 2015

Mr. Lon Schrader
Public Works Director
419 N. Broadway
Abilene, KS 67410

Dear Mr. Schrader,

I am pleased to announce that your Geometric Improvement project in Abilene, Kansas, will be included as part of the Geometric Improvement Program. This is one of nine projects selected from a total of thirty-six applications received this year.

Your project will be programmed for Fiscal Year 2018. The Kansas Department of Transportation's (KDOT) Bureau of Local Projects will be contacting you regarding the process to get it underway. Please see the attached letter for further details regarding your project's funding.

We appreciate your application to the Local Partnership Program. By combining resources, KDOT and you, our local partners, are making a difference in improving the State's transportation system.

Sincerely,

Mike King
Secretary of Transportation

Attachments

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

☑ New Project	☐ Amend Existing Project	Date:	9/1/2015
Program Year: 2018	Funding Program:	GI (Geometric Improvement)	
KDOT District	MPO	MPO TIP #	
2	N/A		

County	City	Route / Corridor	Functional Classification
Dickinson	Abilene	K-15	4 = Minor Arterial

Project Sponsor / Lead Agency
City of Abilene

Project Mgr / Contact	Phone	E-mail Address
Lon Schrader	785-263-3510	pwdirect@abilenecityhall.com

Project Title

Buckeye Ave (K-15) and 14th Street (Old 40) Intersection

Project Length:	0.100	miles	Desired Letting Date:	December 2017

Location, Project Limits, Description, Scope of Work

Buckeye Ave and 14th Street Intersection and signal modifications/upgrade.

Purpose and Need

Upgrade intersection to accommodate vehicle/pedestrian routes changed by new school locations.

Project Benefits

Improve traffic and pedestrian efficiency and safety.

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate

	Participating	Non-Participating	Total
PE (Design)		$ 36,000.00	$ 36,000.00
Utilities		$ 4,000.00	$ 4,000.00
ROW		$ 1,000.00	$ 1,000.00
CE (Inspection)	$ 44,000.00		$ 44,000.00
Construction Total	$ 464,700.00	$ -	$ 464,700.00
Grading and Surfacing	$ 284,700.00	$ -	$ 284,700.00
Traffic Signalization	$ 180,000.00	$ -	$ 180,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
Project Totals	***$ 508,700.00***	***$ 41,000.00***	$ 549,700.00

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of Abilene

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Public Works Director

Appropriate Local Officials

Mayor

Title

ATTEST:

City Clerk

Title